

Contract of sale of land

Property: Lot Davis Vineyard Estate 33 Davis Road, Diggers Rest 3427

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Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of sale of land

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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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) 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

Approval

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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**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**

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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 CONTRACT. 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 / 2022

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 / 2022

Print name(s) of person(s) signing: AUSTRALIAN INVESTMENT & DEVELOPMENT PTY LTD ACN 060 609 289

.....

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Rick Stephenson

Address:

Email: rick@davisvineyard.com.au

Tel: Mob: 0408 356 264 Fax: Ref:

In conjunction with

Name: Anthony Gunn - Gunn & Co

Address: 49 Ferguson Street, Williamstown 3016

Email: anthony.gunn@gunnandco.com.au

Tel: 03 9397 5555 Mob: 0408 356 264 Fax: Ref:

Vendor

Name: **AUSTRALIAN INVESTMENT & DEVELOPMENT PTY LTD ACN 060 609 289**

Address: 12 Anderson Street West, Ballarat Central, VIC 3350

Vendor's legal practitioner or conveyancer

Name: Local Lawyers

Address: 23 Lobelia Drive, Altona North VIC 3025

Email: david@locallawyers.com.au

Tel: : 03 9398 2377 Mob:

Fax: 0393159190

Ref: KR:DC:21/21601

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Parent Certificate of Title reference				being lot	on Proposed Plan
Volume	11982	Folio	049		PS829574B/S1

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 **Davis Vineyard Estate 33 Davis Road, Diggers Rest 3427**

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

Nil, the property is vacant land

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

The Purchaser will be liable to make a payment of part of the contract price to the Australian Taxation Office (ATO) pursuant to section 14-250 *Taxation Administration Act* (Cth) 1953. If the Margin Scheme box above is checked, the Purchaser must pay 7% of the purchase price to the ATO. If the Margin Scheme box above is not checked, the Purchaser must pay one-eleventh (1/11th) of the purchase price to the ATO. The amount must be paid on the date which is the earlier of the settlement date or the date on which the purchaser pays any consideration which is not the deposit.

Settlement (general conditions 17 & 26.2)

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

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:

SPECIAL CONDITIONS

CONDITIONS AS TO PLANNING AND CONSTRUCTION

1. Registration Period

This Contract is conditional on the proposed Plan of Subdivision attached to the Vendor's Statement being registered at the Land Titles Office within the Registration Period. The Registration Period is 24 months commencing on the Day of Sale. If the plan is not registered within the Registration Period either party may, after the Registration Period ends and before the plan is registered, end this Contract by serving notice in writing on the other party or their legal representative.

If the Vendor purports to rescind this contract in accordance with this special condition then:

- a. the Vendor will give notice of the proposed rescission to the Purchaser;
- b. the Purchaser has the right, but is not obliged, to consent to the proposed rescission;
- c. if the Purchaser does not consent, the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the contract; and
- d. the Supreme Court may make such an order if it is satisfied that making the order is just and equitable in the circumstances.

2. Purchaser Buys Subject to Restrictions

The Purchaser acknowledges that there are restrictions set out on the Plan of Subdivision that will burden the title to the land following registration of the plan of subdivision. The Purchaser accepts those restrictions and buys subject to them.

3. Staged Development & Construction

The Purchaser acknowledges that the Property forms part of a Development which may occur in stages and that the Vendor makes no assurance as to the timeframe for carrying out the Development, the nature of the Development (including the number of Lots, types of uses and facilities to be provided and the manner in which the Development will be carried out.

The Purchaser acknowledges that it must do all things reasonably required by the Vendor to give effect to the provisions of this Special Condition.

The Purchaser further acknowledges and agrees that to facilitate progressive development and construction:

- a. Works may not be wholly completed as at the date of settlement;
- b. Further works may continue to be carried out on the development after settlement;
- c. After the date of settlement, the Purchaser may experience some inconvenience as a consequence of continuing construction works which may cause additional dust, traffic and noise and may alter road access to the site, and tools, equipment, vehicles machinery and site amenities may be located on the site for the purchase of undertaking construction works.

The Purchaser must not: -

- a. Object to the builder, the Vendor or their respective employees, agents and contractors having reasonable access to the site to complete works or to site amenities;
- b. Hinder or delay the Builder or Vendor from completing works on the site; or
- c. Raise any objection, make any claim for compensation or object or delay settlement in relation to anything contained in this Special Condition.

4. Vendor will enter into Section 173 Agreements

The Purchaser acknowledges that the Vendor may be required to enter into one or more Section 173 Agreements with the Melton City Council as required by any Planning Permit which may be issued for the development of the land. The Vendor may, if necessary, enter into further such Agreements. The Agreements will appear as encumbrances on the Titles created by registration of the proposed Plan of Subdivision and the Vendor will not be responsible for having the Agreements removed as encumbrances on the Titles.

5. Surface Level Works

The Purchaser acknowledges that details of works affecting the natural surface level of the land sold that have or are proposed to be carried out as at the date of this contract are set out in the Plan of Surface Level Works.

The Purchaser acknowledges that the land has been, or may be prior to the date of settlement, filled, raised, levelled, compacted and cut and/or graded, and no objection may be made in respect of anything contained in this Special Condition.

The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may or may not be produced by the Vendor) or the physical and/or geotechnical characteristics of the land.

6. Easements

Section 10.(1) of the Sale of Land Act 1962 (Vic) does not apply to this contract in respect of the final location of easements shown on the certified Plan of Subdivision.

The Purchaser accepts that the Property is sold subject to the provisions of the Subdivision Act 1998 (Vic) and buys the Property subject to all easements and encumbrances affecting the land, including those created or implied by the Subdivision Act 1998 (Vic).

CONDITIONS AS TO MONEY

7. Adjustment of Rates

All rates, taxes, assessments and other outgoings in respect of the Property shall be adjusted as at the date of settlement on a paid basis. If there is no separate assessment for the Property, an adjustment on a proportional basis shall be made. If the Vendor elects, the Vendor may undertake to pay the current rates, taxes, assessments and other outgoings in respect of the said land and no deductions should be made from the balance of purchase monies payable at settlement.

The Purchaser further acknowledges and agrees that if the Purchaser is in breach of this contract by not completing this contract on the settlement date, all rates, taxes and other outgoings in respect of the land shall be adjusted as at the date that settlement was originally due under this contract. If any supplementary rates, fees, charges or outgoings are assessed or charged against the Property after the original due date, the Purchaser will be solely responsible to bear or pay the supplementary or additional amount.

The Purchaser acknowledges that the State Revenue Office may group all of the Lots in the Plan of Subdivision and assess land tax against the Vendor in respect of the Property upon the aggregate of the unimproved value of each lot in the plan.

8. Land Tax Adjustment

General Condition 23.2 (b) does not apply to this Contract.

Land Tax will be adjustable at settlement using the following formula:

$$A \times (B/C) = \text{Amount to be adjusted}$$

Where:

A = The Vendor's land tax liability in the calendar year in which settlement occurs for the lot or, if the lot is not separately assessed for land tax, the parent lot

B = The area of the lot hereby sold

C = The total area of the land the subject of the land tax assessment

The following is provided by way of an example:

The Vendor's land tax liability for the year of settlement (A) is \$30,000 on the parent land. The area of the lot hereby sold (B) is 600sqm, the area of the land the subject of the land tax assessment (C) is 30,000sqm. $30,000 \times (600 / 30,000) = 30,000 \times .02 = \600 is the amount to be adjusted.

If a separate land tax assessment of the land is issued, the parties agree that the adjustment of land tax at settlement for any particular year is to be calculated on the basis of the proportional tax noted on the land tax assessment or Land Tax Certificate issued by the State Revenue Office and not on a single holding basis.

If as a result of the purchaser's breach, completion of this contract takes place after 31 December in the year that completion of this contract is due to take place, then the purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the settlement year as a result of the Property continuing to be included in the Vendor's total landholdings and additional tax will be payable. In this case, the Purchaser must, in addition to the balance, pay to the Vendor an amount equal to 2% of the purchase price at settlement, which amount will be held in trust by the Vendor's solicitor pending issue of a further supplementary land tax assessment.

If the amount due is less than the amount paid, the Vendor will refund the difference to the purchaser.

The Vendor undertakes to pay the total land tax assessment in respect of all of the land in the plan when the assessment falls due for payment and the Purchaser may not call on the Vendor to pay or deduct any payment of land tax from the balance due at settlement.

9. Land Tax Dispute

The Purchaser acknowledges that the Vendor is disputing the land tax assessments relating to the land. No amount will be deducted from the settlement proceeds in payment of any outstanding land tax liability. The Vendor indemnifies the Purchaser in relation to any land tax liability which arises in the year of settlement or any prior year.

MISCELLANEOUS CONDITIONS

10. Additional of General Condition 12.4

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.

11. No Sale of Personal Property

The Purchaser acknowledges that this Contract does not include the sale of personal property.

12.No Caveat

The Purchaser must not lodge a Caveat pursuant to this Contract.

13.Street Names

The street names set out in the proposed plan of subdivision are preliminary names. All street names are subject to final approval by Melton City Council and are subject to change. The Purchaser will not make any claim for compensation or delay settlement as a result of a change to any proposed street names.

14.Environment

The Purchaser acknowledges that the Property may be contaminated and contaminants may have been emitted from the Property in the past. From the date of settlement, the Purchaser indemnifies the Vendor against all liability, claims and proceeds in respect of any loss, damage or expense arising from or in any way connected with any contaminant in, on, under or emitted from the Property, regardless of when the contaminated may have affected the Property.

15.Resale

The Purchaser must not, prior to settlement, sell, advertise, agree to sell or transfer the Property.

16.No Advertising

The Purchaser acknowledges that Gunn & Co is the exclusive sales agent for Davis Vineyard Estate. The Purchaser will not erect or cause to be erected any signage, advertising boards or any other advertising material other than that of Davis Vineyard and/or Gunn & Co on the Property sold for a period of 12 months from the date of settlement. This condition shall not merge or be extinguished by or upon completion of this contract.

17.Selling Activities

The Purchaser acknowledges that both before and after the due date the Vendor and its agents may conduct selling activities and place advertising on and around the site (excluding the Property). The Purchaser must not hinder or interfere with any selling activities nor make any requisition or objection in relation to anything contained in this special condition.

18. Fencing Costs

Any fencing costs in respect to the land shall be borne and paid by the Purchaser whether or not a Notice in relation thereto has been served before, on, or after the date of this Contract. The parties further agree and acknowledge that should the Purchaser require the Vendor to construct or join in or contribute to the construction of a dividing fence between the land hereby sold and any adjoining land owned by the Vendor then the proportion in respect of which the Vendor shall be liable to join in or contribute in respect of such dividing fence is agreed upon as being \$1.00 and it is further agreed and acknowledged that this Special Condition shall not merge on the completion of this Contract.

19. Loan Approval

GENERAL CONDITION 20 is deleted and replaced with the following:

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.

The Purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

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

If the loan is not approved by the due date for loan approval set out in the Particulars of Sale and the Purchaser requests an extension of time to obtain loan approval the Vendor may either:

- a) grant the requested extension of such other extension to the date for approval of finance as it sees fit; or
- b) advise the Purchaser that the extension is not granted, in which case the Purchaser will have 2 clear business days to advise the Vendor that it is proceeding on an unconditional basis, failing which the Contract will be at an end.

20. Duties Online

At least 7 Business days before the settlement date, the Purchaser must provide the Vendor's legal practitioner with a completed Digital Duties Form.

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 purchaser's obligations under this contract.

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 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 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 and currently 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 general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general 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 predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 that 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. BUILDER WARRANTY INSURANCE

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

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 sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 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) payment 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 funds 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 purpose 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 am and 4.00 pm 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 lodgement 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 lodgement can no longer be conducted electronically. General 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 and time 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.
- 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 general 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 lodgement 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 lodgement 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:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) 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
 - (c) 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
 - (d) 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, unless the margin scheme applies.
- 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:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 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:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) '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:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, 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
 - (d) 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 sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not 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 adjustments 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 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.
- 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 of general 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 a 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 premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this 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 an 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 has a 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.

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 authorized 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, and 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.

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

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.

Land	Lots 101- 132, Lots 201-234, Lot 250 and Lots 301-358 Davis Vineyard Estate - 33 Davis Road, Diggers Rest	
Vendor's name	Australian Investment & Development Pty Ltd ACN 060 609 289	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

The property is not separately rated. The Purchaser will be liable to contribute to the parent assesment of rates on a proportional basis at settlement. Following settlement, the relevant authorities will issue supplementary assessments of outgoings, including council and water rates. The purchaser will be liable to pay all supplementary assessments of outgoings. Total outgoings are not expected to exceed \$4,000.00.

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: Nil

1.3 Terms Contract

Not Applicable.

1.4 Sale Subject to Mortgage

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

Not applicable.

2.2 Owner Builder

Not applicable.

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 and/or property certificates.

(b) Particulars 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 restriction.

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 under section 192A of 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:

See attached.

4.2 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.

4.3 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.

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):

Not Applicable.

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”)

The GAIC liability has been paid in respect of the parent land, see attached.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

See attached unregistered plan of subdivision.

10.2 Staged Subdivision

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

Nil.

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

The Purchaser is referred to the plans in the Contract and the Vendor's Statement

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are set out in Planning Permit PA2014/4497

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.

- (a) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DUE DILIGENCE CHECKLIST

Attached

12. ATTACHMENTS

Parent Certificate of Title Volume 11982 Folio 049;
Parent Plan of Subdivision PS728683J;
Section 173 Agreement AQ615202Y;
Notice AT390538K;
Proposed Plan of Subdivision PS829574B/S1;
Proposed Plan of Subdivision PS829574B/S2;
Proposed Plan of Subdivision PS829574B/S21
Proposed Plan of Subdivision PS829574B/S3;
Planning Permit PA/2014/4497;
Planning Permit PA/2012/3840/6;
Endorsed Plans;
Fill Plan;
GAIC Certificate;
Land Information Certificate;
Water Information Certificate;
Land Tax Certificate;
Vicroads Certificate;
Planning Property Report and Overlays;
Design Guidelines

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

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

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

VOLUME 11982 FOLIO 049

Security no : 124092324299E
Produced 07/09/2021 04:46 PM

LAND DESCRIPTION

Lot B on Plan of Subdivision 728683J.
PARENT TITLE Volume 07659 Folio 121
Created by instrument PS728683J 18/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AUSTRALIAN INVESTMENT & DEVELOPMENT PTY LTD of 1 SOMERVILLE ROAD YARRAVILLE
VIC 3013
PS728683J 18/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL328250F 01/09/2014
BALANCED SECURITIES LTD

MORTGAGE AN043521U 24/08/2016
OPTIMA FUNDING PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ615202Y 08/01/2018

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390538K 01/07/2020

DIAGRAM LOCATION

SEE PS728683J 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: 33 DAVIS ROAD DIGGERS REST VIC 3427

DOCUMENT END

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Signed by Council: Melton City Council, Council Ref: PA2014/4380, Sub 4276, Original Certification: 28/04/2016, Recertification: 12/10/2017, S.O.C.: 12/01/2018

PLAN OF SUBDIVISION		LRS USE ONLY EDITION 2	PLAN NUMBER PS 728683 J	
LOCATION OF LAND PARISH: Holden TOWNSHIP: --- SECTION: 13 CROWN ALLOTMENT: B (Part) CROWN PORTION: --- LRS BASE RECORD: Vicmap TITLE REFERENCES: Vol.7659 Fol.121 LAST PLAN REFERENCE/S: LP 6069 Lot 4 POSTAL ADDRESS: 87-193 Davis Road, (At time of subdivision) Diggers Rest, Vic. 3427. M.G.A. 94-Co-ordinates E 296710 ZONE: 55 (of approx centre of N 5834120 land in plan)		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: City of Melton COUNCIL REF: PA 2014/4380 SUB 4276 Spear Ref. No. S051376S		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
Road R1		City of Melton		
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY STAGING: This is not a staged subdivision. This is a Spear Plan The land being subdivided is shown enclosed by thick continuous lines. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) - 276100140, 276000220 and 276100570				
EASEMENT INFORMATION				
LEGEND		A-Appurtenant Easement	E-Encumbering Easement	R-Encumbering Easement (Road)
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Carriageway, Drainage and Sewerage, and the Supply of Water, Gas, Electricity and Telecommunications.	See Plan	This plan	Lot A on this plan
JREdwards LAND SURVEYORS 59 Fletcher Street, Essendon, 3040 Ph: 9370 2209 Fax: 9370 1102 P.O.Box 165 Essendon 3040 E-mail: jredwards1@optusnet.com.au www.jredwardslandsurveyors.com.au		LICENSED SURVEYOR David Sidley SIGNATURE <i>Digitally Signed</i> REF 15312 A		SHEET 1 OF 3 SHEETS ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 11:43 AM DATE: 18/05/18 DBR Assistant Registrar of Titles
		VERSION 6		

Signed by Council: Melton City Council, Council Ref: PA2014/4380, Sub 4276, Original Certification: 28/04/2016, Recertification: 12/10/2017, S.O.C.: 1201/2018

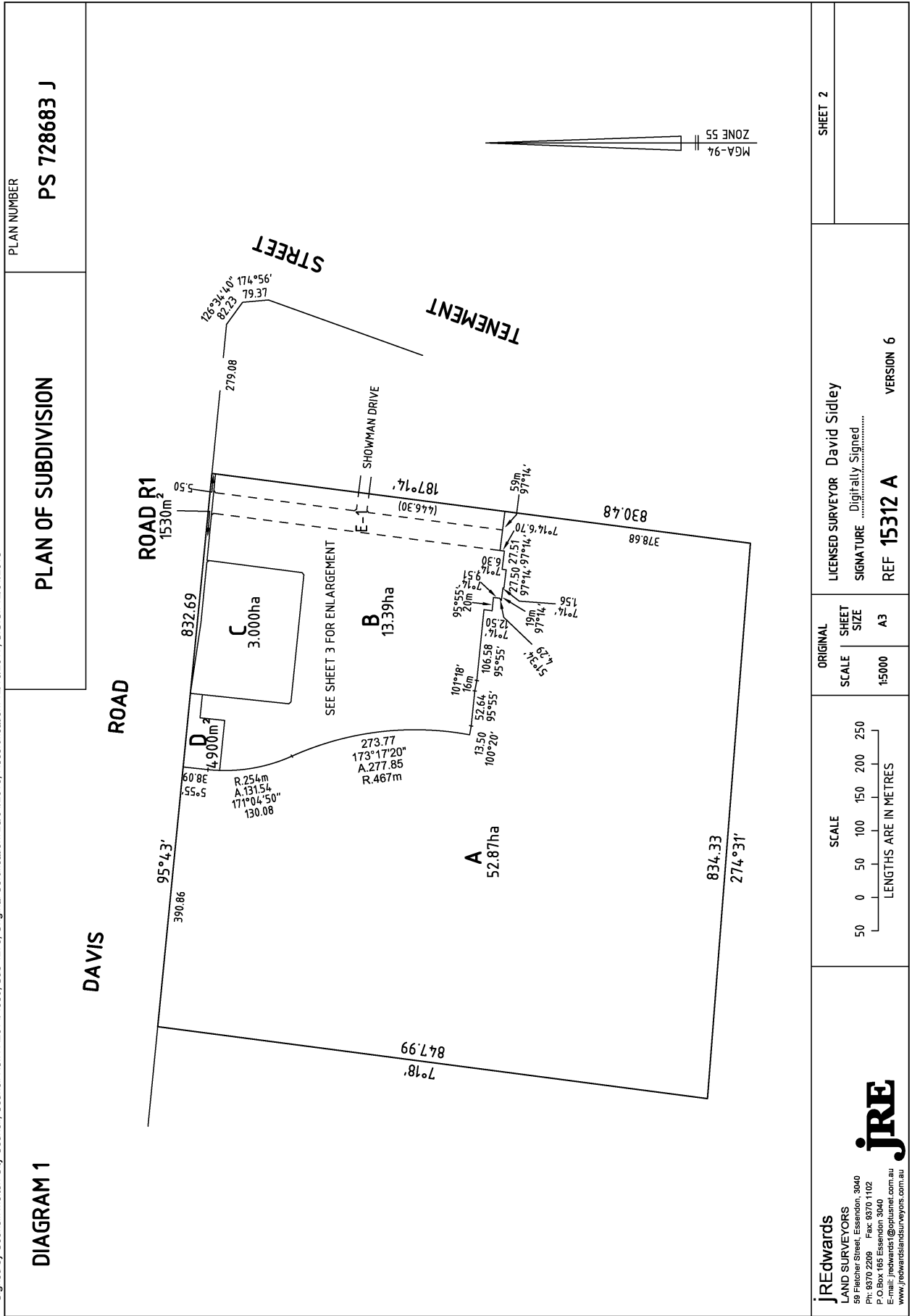


DIAGRAM 1

PLAN OF SUBDIVISION

PS 728683 J

PLAN NUMBER

jREdwards
 LAND SURVEYORS
 59 Flecher Street, Essendon, 3040
 Ph: 8370 2209 Fax: 8370 1102
 P.O.Box 165 Essendon 3040
 E-mail: jredwards1@optusnet.com.au
 www.jredwardslandsurveyors.com.au

LICENSED SURVEYOR **David Sidley**
 SIGNATURE Digitally Signed
 REF **15312 A** VERSION **6**

ORIGINAL SCALE 1:5000
 SHEET SIZE A3

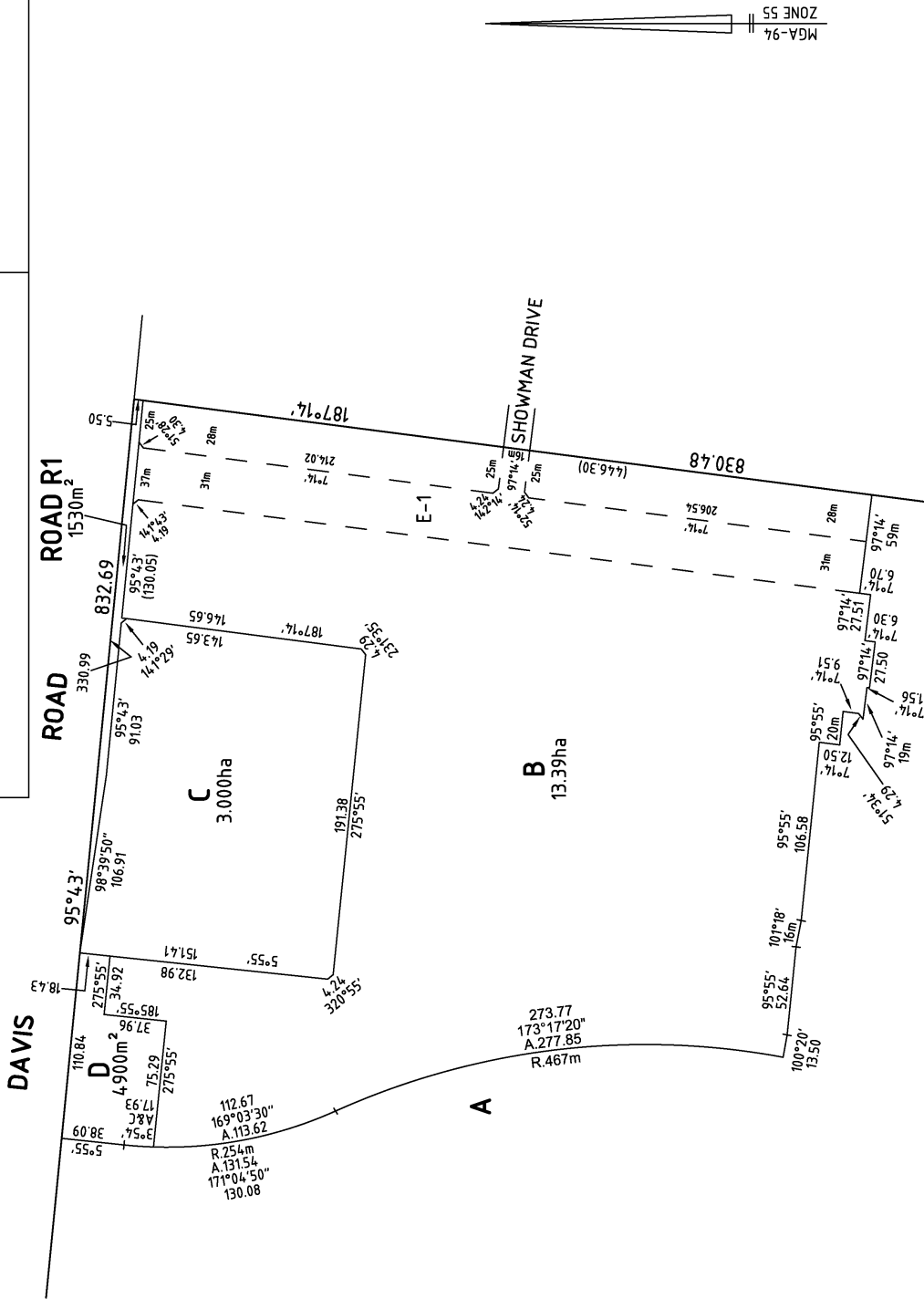
SCALE 50 0 50 100 150 200 250
 LENGTHS ARE IN METRES

Signed by: David James Sidley (JREdwards Land Surveyors) Surveyor's Plan Version (6) SPEAR Ref: S051376S 10/10/2017. Amended by: David James Sidley, 17/05/2018.

SHEET 2

Signed by Council: Melton City Council, Council Ref: PA2014/4380, Sub 4276, Original Certification: 28/04/2016, Recertification: 12/10/2017, S.O.C.: 1201/2018

DIAGRAM 2 Lots B, C & D.	PLAN OF SUBDIVISION
	PLAN NUMBER PS 728683 J



jRE LAND SURVEYORS 59 Fletcher Street, Essendon, 3040 Ph: 8370 2209 Fax: 8370 1102 P.O.Box 165 Essendon, 3040 E-mail: jredwards1@opliant.net.com.au www.jredwardslandsurveyors.com.au	SCALE 25 0 25 50 75 100 125 LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:2500 A3	LICENSED SURVEYOR David Sidley SIGNATURE Digitally Signed REF 15312 A VERSION 6	SHEET 3
	Signed by: David James Sidley (JREdwards Land Surveyors) Surveyor's Plan Version (6) SPEAR Ref: S051376S 10/10/2017. Amended by: David James Sidley, 17/05/2018.			

Plan of Subdivision PS728683J
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011


SPEAR Reference Number: S051376S
Plan Number: PS728683J
Responsible Authority Name: Melton City Council
Responsible Authority Reference Number 1: PA2014/4380
Responsible Authority Reference Number 2: Sub 4276
Surveyor's Plan Version: 6

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 28/04/2016

Public Open Space

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

 has not been made at Certification

Digitally signed by Council Delegate: Geraldine Addicott
Organisation: Melton City Council
Date: 12/10/2017

Signed by: Geraldine Addicott (Melton City Council) 12/10/2017

AQ615202Y

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

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

Form 21

Lodged by:

Name: ~~MADDOCKS~~ LOCAL LAWYERS (GRIEBRAND LEGAL)
Phone: ~~03 9258 3555~~
Address: ~~Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008~~
Ref: ~~TGM:7416447~~
Customer Code: ~~TT67E~~ 637X


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: Volume 7659 Folio 121

Responsible Authority: Melton City Council of Civic Centre, 232 High Street, Melton, Victoria

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: Kelvin TORI
Position Held: CEO
Date: 21/12/17

AQ615202Y

SECTION 173 AGREEMENT

between

MELTON CITY COUNCIL

and

**AUSTRALIAN INVESTMENT & DEVELOPMENT PTY LTD
ACN 060609289**

Local Lawyers
23 Lobelia Drive
Altona North 3025

AQ615202Y

SECTION 173 AGREEMENT

BETWEEN:

MELTON CITY COUNCIL of 232 High Street Melton 3337 (the Council)

AND

AUSTRALIAN INVESTMENT & DEVELOPMENT PTY LTD ACN
060609289 of Unit 1 189 Rosamond Road, Maribyrnong, Victoria (the
Owner)

RECITALS

- A. The Owner is the registered proprietor and, for the purposes of the Act, the owner of the land at 87-193 Davis Road, Diggers Rest, Victoria, 3427 and more particularly described in Certificate of Title Volume 7659 Folio 121 (the Land).
- B. The Council is the planning authority and responsible authority under the Planning and Environment Act (the Act) for the administration and enforcement of the Melton Planning Scheme, which applies to the Land.
- C. On 12 August 2014 Planning Permit PA2014-4380 (the Permit) was issued to the Owner allowing the subdivision of the land into four lots. Condition 2 of the Permit requires as a pre-condition to the Council issuing a Statement of Compliance the Owner to enter into this Agreement with the Council.
- D. The parties enter this Agreement:
 - (a) to give effect to the arrangement made between the Owner and the Council in relation to the Permit and to facilitate subdivision of the Land;
 - (b) to provide a means of compliance with the Permit; and
 - (c) to achieve or advance the objectives of planning in Victoria and the objectives of the Melton Planning Scheme in respect to the Land.
- E. As at the date of this Agreement, part of the Land is subject to Mortgages in favour of the Mortgagees. The Mortgagees consent to the recording of this Agreement on the Certificates of title to the Land.

THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

Part I. - Introduction and Interpretation

1.1 Operation

Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owner acknowledge that this Agreement:

- 1.1.1 is made under Division 2 Part 9 (and, in particular, section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the Land; and
- 1.1.2 operates irrespective of whether the Owner makes use of the permit.

1.2 Definitions

In this Agreement, unless the contrary intention appears:

"Mortgagee" means the person registered or entitled from time to time to be registered as the mortgagee of the Land;

"Obligation" includes covenant, liability or entitlement for a person to do something;

"Lot D" means that part of the Land constituted in whole or in part by that portion described as Lot D in the document designated PS728683], being the form of Plan of Subdivision prepared by Licensed Surveyor, David Sidley, identified as "Ref 15312 A Version 4" lodged with the Council via SPEAR (SPEAR reference S051376S) and endorsed to the Permit on 12 August 2014 (the Endorsed Plan).

1.3 Interpretation

In this Agreement, unless the contrary intention appears:-

- 1.3.1 a word importing the singular includes the plural, and vice versa;
- 1.3.2 a word importing a gender includes any other gender;
- 1.3.3 where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- 1.3.4 a covenant or obligation on the part of two or more persons binds them jointly and severally;
- 1.3.5 a reference to the "Council" includes its successors and assigns (including its successors as responsible authority under the Act);
- 1.3.6 a reference to the "Owner" includes its successors, assigns and transferees in all respects to the whole or any part of the Land and, without limiting the scope of the preceding words, also includes a mortgagee which exercises a power of sale or foreclosure or enters into possession of the whole or any part of the Land;
- 1.3.7 the word "Owner" (if the Owner holds the Land in a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust

AQ615202Y

relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;

- 1.3.8 a reference to an Act of Parliament, a legislative enactment or a subordinate Instrument or any provision in any of them is a reference to that Act, enactment, Instrument or provision as amended, re-enacted or re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;
- 1.3.9 headings are for guidance only and do not affect the interpretation of this Agreement; and
- 1.3.10 a reference to a person by way of that person's position with the Council includes a person;-
 - 1.3.10.1 authorised to carry out the powers, duties and functions of that position at the Council;
 - 1.3.10.2 acting in that capacity; or
 - 1.3.10.3 if that position in the Council ceases to exist, any person exercising any power, duty or function of the previous position.

1.4 Proper Law

This Agreement is governed by, and the Owner submits to the jurisdiction of, the laws of the State of Victoria.

1.5 Commencement

This Agreement begins immediately upon execution by the parties.

1.7 Ending of Agreement

- 1.7.1 This Agreement does not end in respect of Lot D.
- 1.7.2 This Agreement ends within the meaning of section 177(1) of the Act in relation to the balance of the land (other than Lot D) upon the registration of the Endorsed Plan.
- 1.7.3 Once this Agreement ends as to part of the Land, Council will, within a reasonable time following a request from the Owner and the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 (2) of the Act to cancel the recording of this Agreement on the register as to that part of the land.

1.8 Severability

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

Part 2. - Owner's Obligations

2.1 Develop in Accordance with Permit

The Owner covenants and agrees that:

- 2.1.1 Lot D must not be further subdivided;
- 2.1.2 any fencing erected on Lot D must be low and permeable so as not to unduly restrict visibility to the buildings on Lot D from all boundaries to the satisfaction of the Responsible Authority;
- 2.1.3 any landscaping on Lot D must be of a species and appropriately spaced so as to maintain visibility to the buildings on from all boundaries to the satisfaction of the Responsible Authority; and
- 2.1.4 The Owner and any occupier of the Land must comply with the conservation Management Plan titled *House 2 – 180 Davis Road Diggers Rest and dated 24 June 2013* as lawfully amended from time to time at all times to the satisfaction of the Responsible Authority.

2.2 Notification

Without affecting the scope of clause 2.5, the Owner must disclose the existence and nature of this Agreement to any person proposing to own, occupy or use the building allowed by the Permit or the Land prior to that person so owning, occupying or using the building or Land.

2.3 Land Registry

No Plan of Subdivision of the Land or any part of it, or Instrument of Transfer of the Land or any part of it, or mortgage or caveat relating to, it or Plan of Consolidation affecting the Land may be lodged at the Land Registry for registration or approval until this Section 173 Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

2.4 Disclosure of Agreement

The Owner must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

2.5 Costs

The Owner must pay all costs (including Council's costs) associated with preparation, execution and registration of this Agreement.

2.6 Default by the Owner

If the Owner fails to comply with any of the provisions in this Agreement, the Council may cause to be served on the Owner a notice in writing specifying the Default. If the default continues for 60 days after the service of that notice, the Council may by its staff, agents and

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contractors enter on to the Land and cause the Default to be remedied. Any notice or demand served on the Owner under this clause may set out the costs (as estimated by the Council and stated in the notice) to remedy the default. If the Owner does not comply with the notice within 60 days, the Council may cause to be served on the Owner a demand in writing for the amount of the costs estimated by the Council and the amount must be immediately paid by the Owner to the Council. As soon as practicable after the completion of the works required to remedy the Default, the Council will certify that the actual costs of them to the Council and the difference between the actual costs and the estimated costs (paid to the Council under this clause) must be immediately paid by the Owner to the Council or by the Council to the Owner (as the case may require).

2.7 Implementing an obligation

Where this Agreement imposes an obligation on the Owner (whether or not that obligation is expressed by requiring the Owner to ensure that something is done or that something occurs):

- 2.7.1 The Owner must (in accordance with approved plans and to the reasonable satisfaction of the Council; preparing all relevant documentation, paying all fees and obtaining all necessary permits, consents and approvals) do whatever is necessary or appropriate to affect the happening, achieve the relevant outcome and carry out the obligation;
- 2.7.2 Those matters must be undertaken at the cost and expense of the Owner unless the Agreement specifically states that they are to be at the cost or expense of a person (whether or not specified) other than the Owner; and
- 2.7.3 If no time is specified for the occurrence of and giving effect to the obligation, it must take place within a reasonable time after the date of this Agreement unless a later date has been specified by Council.

Part 3. — General

3.1 Obligation to run with the Land

An obligation imposed on the Owner takes effect as a covenant which is annexed to and runs at law and in equity with the Land and binds the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

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3.2 Owner's Warranty

The Owner warrants that;

- 3.2.1 It is the registered proprietor (or entitled to be so) of the Land;
- 3.2.2 There are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches.

3.3 General Acknowledgment

The Council and the Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Permit or otherwise, and the provisions of this Agreement must be read accordingly.

3.4 Further Documents

The Council and the Owner will do all things, and prepare and sign all further documents, reasonably necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

3.5 Recording

Without limiting the scope and generality of clause 3.4, the Owner must do all things necessary to enable the Council, in its discretion, to record this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

3.6 Notice

Any notice or document under this Agreement may be served on the Council or the Owner by being left at or posted by prepaid letter addressed to the person at its address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting.

3.7 GST

The Owner must pay any GST payable in respect to this Agreement or anything done in relation to it and must indemnify the Council against any such GST.

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Mortgagee's Consent

Optima Funding Pty Ltd as Mortgagee under instrument of mortgage no. AN043521U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of the Agreement.

The Common Seal of Optima Funding Pty Ltd ACN 004 759 415 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:



.....
Signature of Director

Name: David Morton Geer
Address: 508/150 Clarendon Street, East Melbourne Victoria 3002

Balanced Securities Limited as Mortgagee under instrument of mortgage no. AL328250F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of the Agreement.

The Common Seal of Balanced Securities Limited ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:



.....
Signature of Director

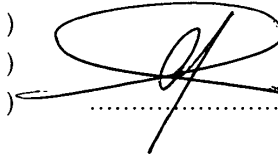
Name: David Morton Geer
Address: 508/150 Clarendon Street, East Melbourne Victoria 3002


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EXECUTED AS A DEED on 18 day of DECEMBER 2017

EXECUTED by **MELTON CITY**)
COUNCIL by being **SIGNED SEALED**)
AND DELIVERED by)

as the delegate of and on behalf of the Council)
in the presence of:)

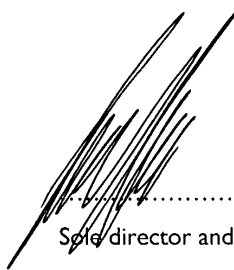

.....


.....
(Signature of Witness)

MORRIS EDWARDS
.....
(Print Full Name of Witness)



EXECUTED by **Australian Investment**)
and Development Pty Ltd ACN 060609289)
in accordance with section 127 Corporations)
Act by being signed by the person authorised)
to sign:)


.....
Sole director and secretary

Full name: David Apswoude

Address: 1 Somerville Road
Yarraville 3013

Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237650*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

Privacy Collection Statement

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

AT390538K

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 15 JULY 2020*

Signature

Wm McGrath

Execution Date

11 JULY 2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Handwritten signature of Angus Williamson]

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Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AT390538K

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
607/293	9650/991	11018/833	11228/974	11336/049	11604/839	11690/775
638/571	9651/525	11018/855	11228/977	11342/010	11604/850	11690/786
845/956	9670/658	11018/858	11228/985	11349/386	11604/854	11690/790
1251/125	9724/877	11018/865	11228/987	11349/391	11604/859	11691/708
3291/007	9728/023	11024/485	11232/840	11349/392	11604/863	11811/364
3300/954	9740/398	11029/150	11232/852	11349/393	11604/867	11813/407
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AT390538K

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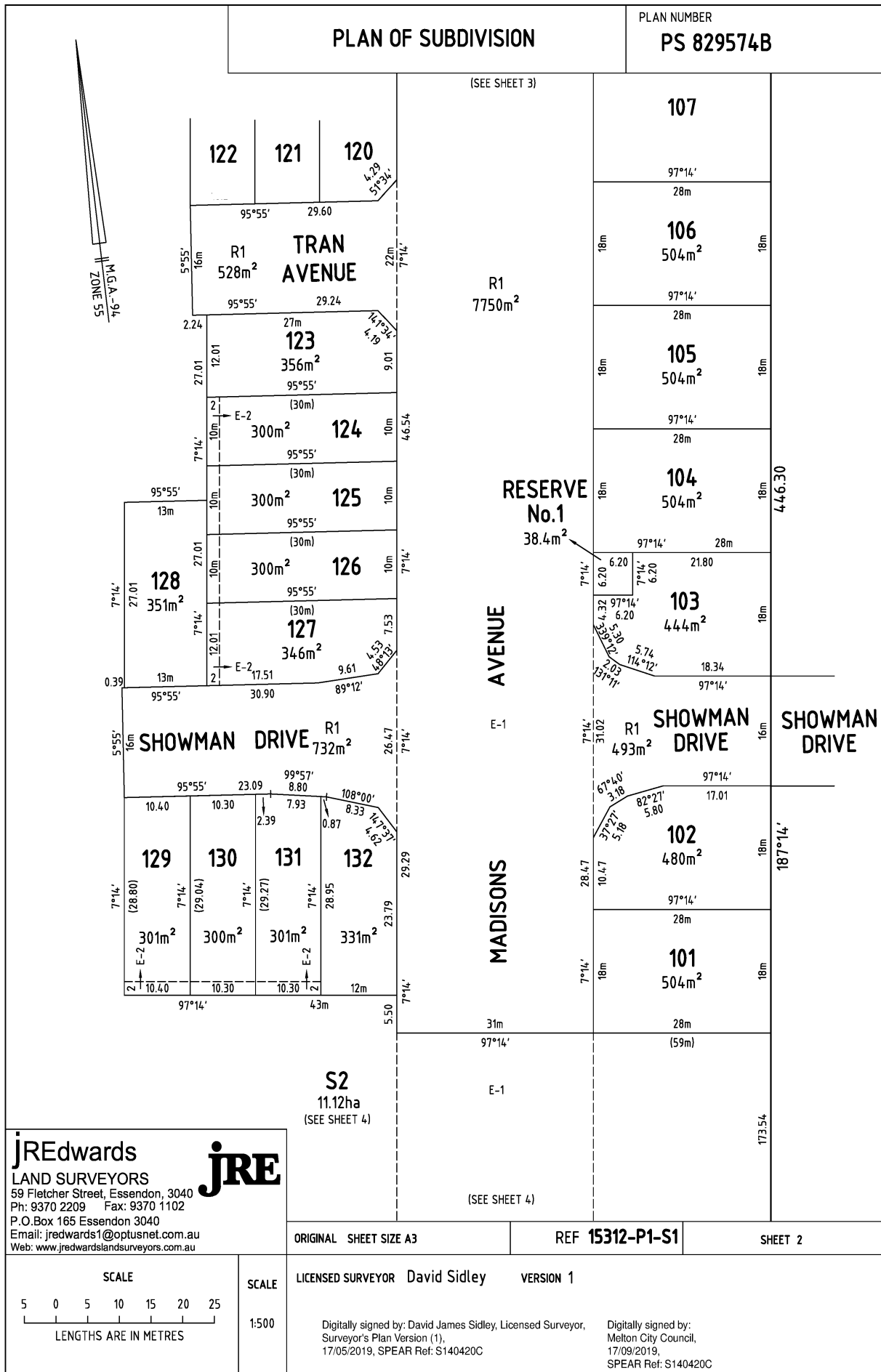
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9501/253	11016/445	11216/111	11335/774	11588/407	11690/531	12051/162
9506/359	11016/448	11216/120	11335/782	11588/413	11690/536	12051/391

AT390538K

Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI	Vol/foI
9512/652	11016/497	11216/121	11335/783	11589/309	11690/545	12053/402
9520/361	11016/501	11216/125	11335/787	11595/874	11690/551	12053/404
9541/068	11016/503	11228/583	11335/795	11595/884	11690/739	12053/433
9546/807	11016/508	11228/593	11335/819	11599/925	11690/745	12053/557
9546/809	11016/510	11228/603	11335/827	11604/820	11690/749	12060/706
9559/352	11016/526	11228/933	11336/009	11604/826	11690/756	12064/559
9578/850	11018/824	11228/956	11336/017	11604/832	11690/771	9488/220A
9614/176	11018/830	11228/958	11336/047	11604/837	11690/772	

PLAN OF SUBDIVISION		LRS USE ONLY	EDITION 1	PLAN NUMBER	PS 829574B
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: Holden</p> <p>TOWNSHIP: ---</p> <p>SECTION: 13</p> <p>CROWN ALLOTMENT: B (Part)</p> <p>CROWN PORTION: ---</p> <p>TITLE REFERENCES: Vol.11982 Fol.049</p> <p>LAST PLAN REFERENCE/S: PS 728683 J Lot B</p> <p>POSTAL ADDRESS: 33 Davis Road, (At time of subdivision) Diggers Rest, Vic. 3427.</p> <p>MGA-94-Co-ordinates E 296960 ZONE: 55 (of approx centre of land in plan) N 5834300</p>		<p>Council Name: Melton City Council</p> <p>Council Reference Number: Sub 5377 Planning Permit Reference: PA2012/3840 SPEAR Reference Number: S140420C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Geraldine Addicott for Melton City Council on 17/09/2019</p> <p>Statement of Compliance issued: 09/12/2021</p>			
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER		COUNCIL/BODY/PERSON			
Road R1 Reserve No. 1		Melton City Council Jemena Electricity Networks Ltd.			
NOTATIONS			NOTATIONS		
DEPTH LIMITATION: Does not apply.		Lots 101 to 132 (both inclusive) may be affected by a restriction. Refer to the Creation of Restriction on sheet 5 of this plan for details.			
SURVEY: This plan is based on survey.		Lots numbers 1 to 100 have been omitted from this plan.			
STAGING: This is a staged subdivision. Planning Permit No. PA2014/4497		WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958			
Davis Vineyard Estate					
AREA SUMMARY:					
AREA of STAGE: 2.271ha					
AREA of LOTS: 1.317ha					
AREA of ROADS: 9503m ²					
AREA of RESERVE: 38.4m ²					
No. of LOTS: 32 lots and Balance lot S2					
EASEMENT INFORMATION					
LEGEND		A-Appurtenant Easement		E-Encumbering Easement	
R-Encumbering Easement (Road)					
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	
E-1	Carriageway, Drainage and Sewerage, and the Supply of Water, Gas, Electricity and Telecommunications.	See Diag.	PS 728683 J	Lot A on PS 728683 J	
E-2	Drainage	See Diag.	This plan	Melton City Council	
REF 15312-P1-S1		ORIGINAL SHEET SIZE A3		SHEET 1 OF 5 SHEETS	
<p>JRE Edwards LAND SURVEYORS 59 Fletcher Street, Essendon, 3040 Ph: 9370 2209 Fax: 9370 1102 P.O.Box 165 Essendon 3040 Email: jredwards1@optusnet.com.au Web: www.jredwardslandsurveyors.com.au</p>		<p>LICENSED SURVEYOR David Sidley VERSION 1</p> <p>Digitally signed by: David James Sidley, Licensed Surveyor, Surveyor's Plan Version (1), 17/05/2019, SPEAR Ref: S140420C</p>		<p>PLAN REGISTERED K. LIEW TIME: 4:07 PM Assistant Registrar DATE: 12/01/2022 of Titles</p>	

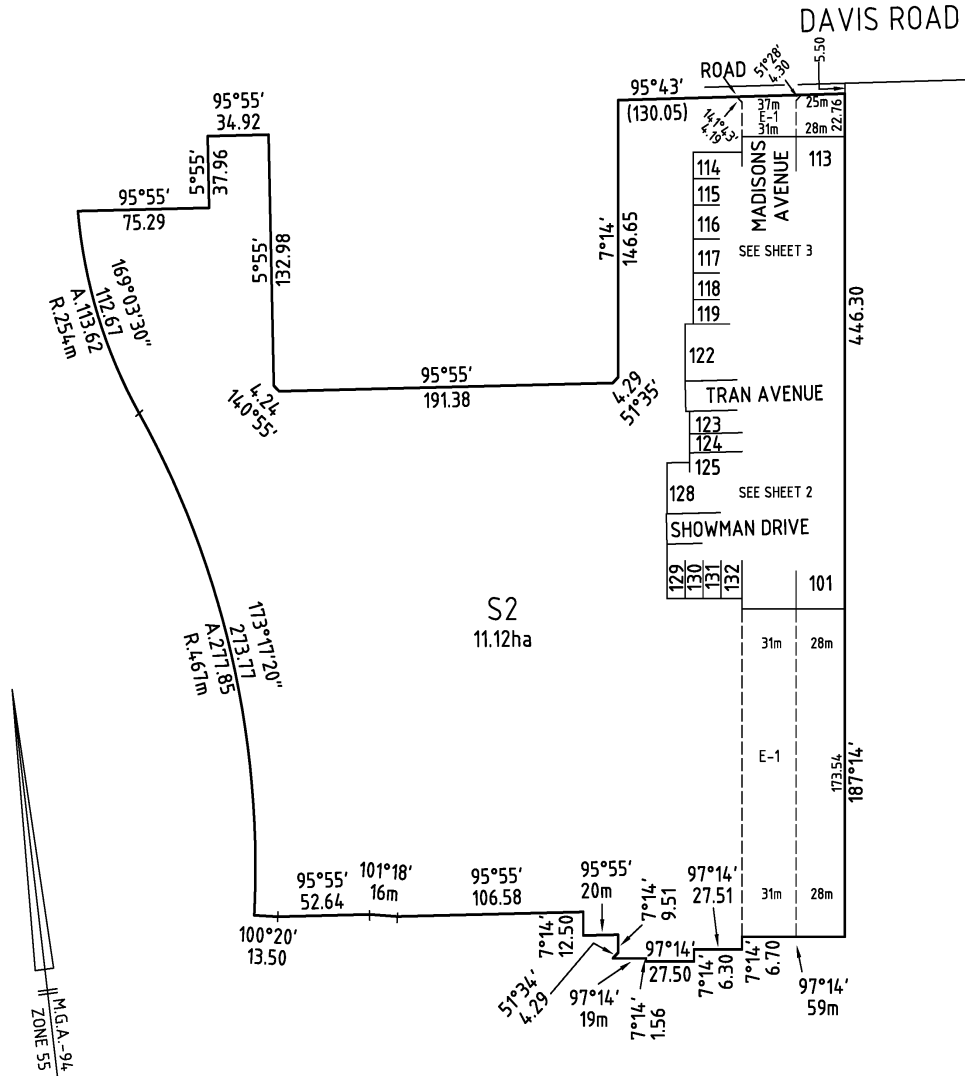
Amended by: David James Sidley, Licensed Surveyor 12/01/2022.



PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B

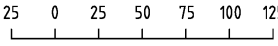


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 Web: www.jredwardslandsurveyors.com.au



ORIGINAL SHEET SIZE A3 REF **15312-P1-S1** SHEET 4

SCALE



LENGTHS ARE IN METRES

SCALE
1:2500

LICENSED SURVEYOR **David Sidley** VERSION 1

Digitally signed by: David James Sidley, Licensed Surveyor,
 Surveyor's Plan Version (1),
 17/05/2019, SPEAR Ref: S140420C

Digitally signed by:
 Melton City Council,
 17/09/2019,
 SPEAR Ref: S140420C

PLAN OF SUBDIVISION	PLAN NUMBER PS 829574B
----------------------------	----------------------------------

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: See below.

LOTS TO BE BURDENED: See below.

DESCRIPTION OF RESTRICTION:


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

1. Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the approved Housing and Design Guidelines (HDG) for 87-193 Davis Road, Diggers Rest as required by condition 3 of Planning Permit PA/2014/4497 without the prior written consent of the Responsible Authority. The provisions of the said HDG are incorporated into this restriction.
2. Must not erect any building on a lot unless the plans for such a building are endorsed by the Davis Road Estate Building Design Approval Committee (DREBDAC) prior to the issue of a building permit.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

Burdened Lot No.	Benefiting Lots on this plan	Burdened Lot No.	Benefiting Lots on this plan
101	102	117	116, 118
102	101	118	117, 119
103	104	119	118, 120, 121, 122
104	103, 105	120	119, 121
105	104, 106	121	119, 122
106	105, 107	122	121, 123, 124
107	106, 108	123	124
108	107, 109	124	123, 125
109	108, 110	125	124, 126, 128
110	109, 111	126	125, 127, 128
111	110, 112	127	126, 128
112	111, 113	128	125, 126, 127
113	112	129	130
114	115	130	129, 131
115	114, 116	131	130, 132
116	115, 117	132	131

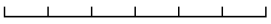
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 E-mail: jredwards1@optusnet.com.au



ORIGINAL SHEET SIZE A3	REF 15312-P1-S1	SHEET 5
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SCALE

NOT TO SCALE



LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR **David Sidley** VERSION 1

Digitally signed by: David James Sidley, Licensed Surveyor,
 Surveyor's Plan Version (1),
 17/05/2019, SPEAR Ref: S140420C

Digitally signed by:
 Melton City Council,
 17/09/2019,
 SPEAR Ref: S140420C

PLAN OF SUBDIVISION

LRS USE ONLY **EDITION**

PLAN NUMBER **PS 829574B/S2**

LOCATION OF LAND

PARISH: Holden
 TOWNSHIP: ---
 SECTION: 13
 CROWN ALLOTMENT: B (Part)
 CROWN PORTION: ---
 TITLE REFERENCES: Vol. Fol.
 LAST PLAN REFERENCE/S: PS 829574 B Lot S1
 POSTAL ADDRESS: 33 Davis Road,
 (At time of subdivision) Diggers Rest, Vic. 3427.
 MGA-94-Co-ordinates E 296960 ZONE: 55
 (of approx centre of N 5834300
 land in plan)

Council Name: Melton City Council
 SPEAR Reference Number: S141689S

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Road R1	Melton City Council
Reserve No.1	Melton City Council
Reserve No.2	Melton City Council

NOTATIONS

NOTATIONS

DEPTH LIMITATION: Does not apply. Lots 201 to 234 (both inclusive) are affected by a restriction.
SURVEY: This plan is based on survey. Lots 211, 220, 222, 223, 228, 229, 233 & 234 are affected by a restriction.
STAGING: This is a staged subdivision. Refer to the Creation of Restrictions on sheets 5 & 6 of this plan for details.
 Planning Permit No. PA2014/4497 Lots numbers 1 to 200 have been omitted from this plan.

Davis Vineyard Estate

AREA SUMMARY:
 AREA of STAGE: 1.852ha
 AREA of LOTS: 1.225ha
 AREA of ROADS: 5440m²
 AREA of RESERVE: 830m²
 No. of LOTS: 34 lots and Balance lots S2A and S3

EASEMENT INFORMATION

LEGEND	A-Appurtenant Easement	E-Encumbering Easement	R-Encumbering Easement (Road)	
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Carriageway, Drainage and Sewerage, and the Supply of Water, Gas, Electricity and Telecommunications.	See Diag.	PS 728683 J	Lot A on PS 728683 J
E-2	Drainage	See Diag.	This plan	Melton City Council

REF **15312-P1-S2**

ORIGINAL SHEET SIZE A3

SHEET 1 OF 6 SHEETS

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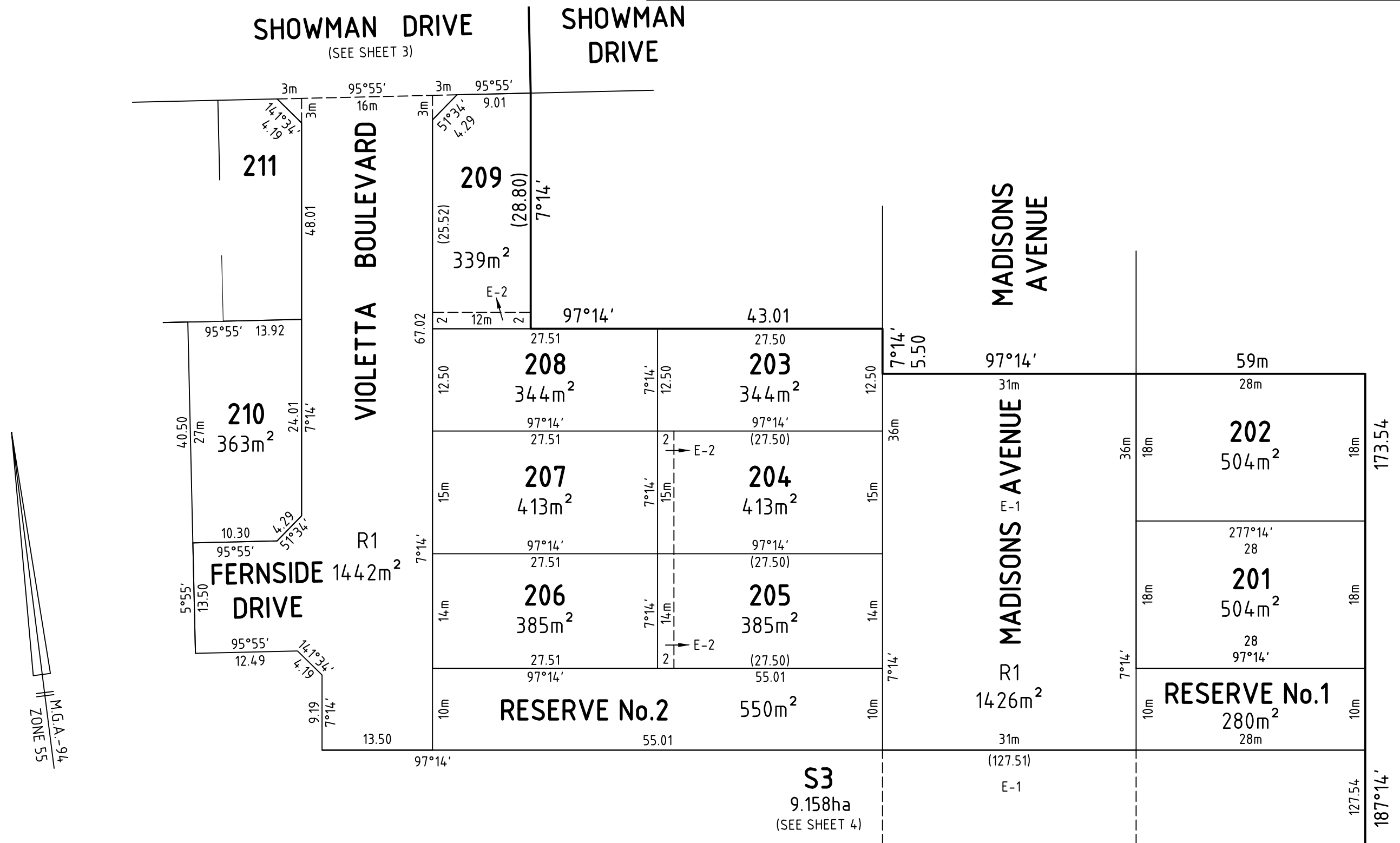
LICENSED SURVEYOR David Sidley VERSION 4

Digitally signed by: David James Sidley, Licensed Surveyor,
 Surveyor's Plan Version (4),
 02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S2

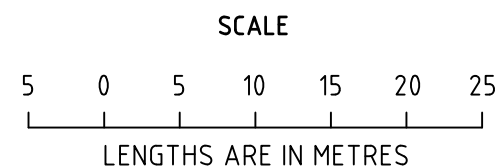


ORIGINAL SHEET SIZE A3

REF 15312-P1-S2

SHEET 2

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 Web: www.jredwardslandsurveyors.com.au



SCALE

1:500

LICENSED SURVEYOR David Sidley

VERSION 4

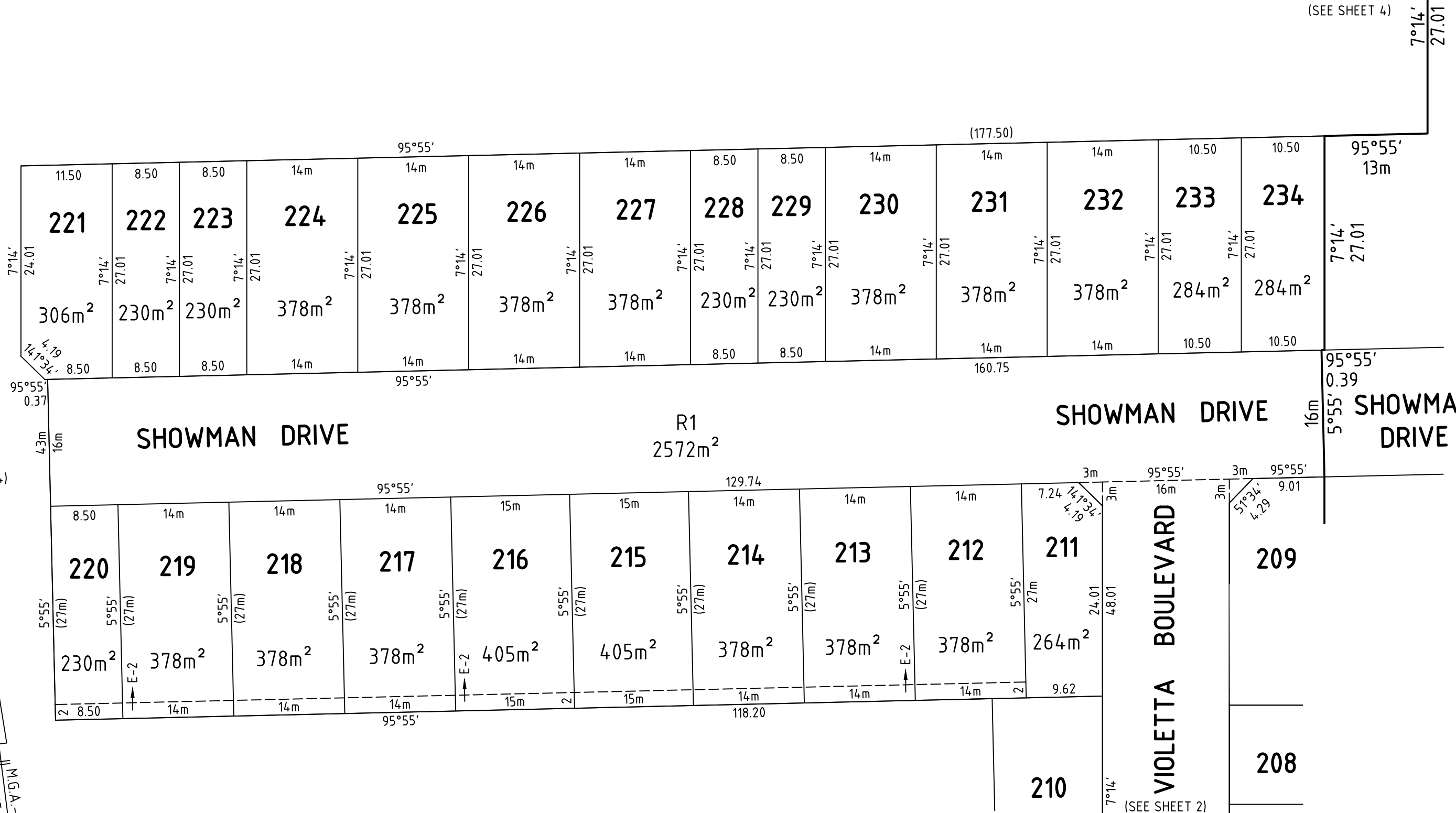
Digitally signed by: David James Sidley, Licensed Surveyor,
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 02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S2

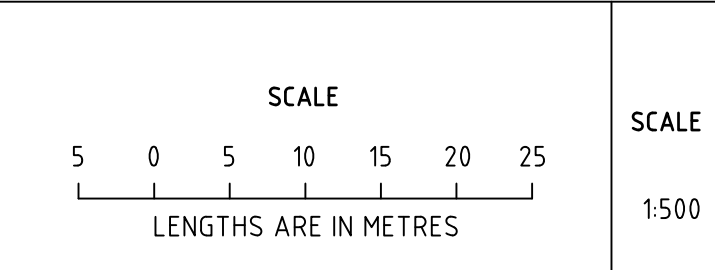
(SEE SHEET 4)



S3
9.158ha
(SEE SHEET 4)

ORIGINAL SHEET SIZE A3 REF 15312-P1-S2 SHEET 3

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Web: www.jredwardslandsurveyors.com.au

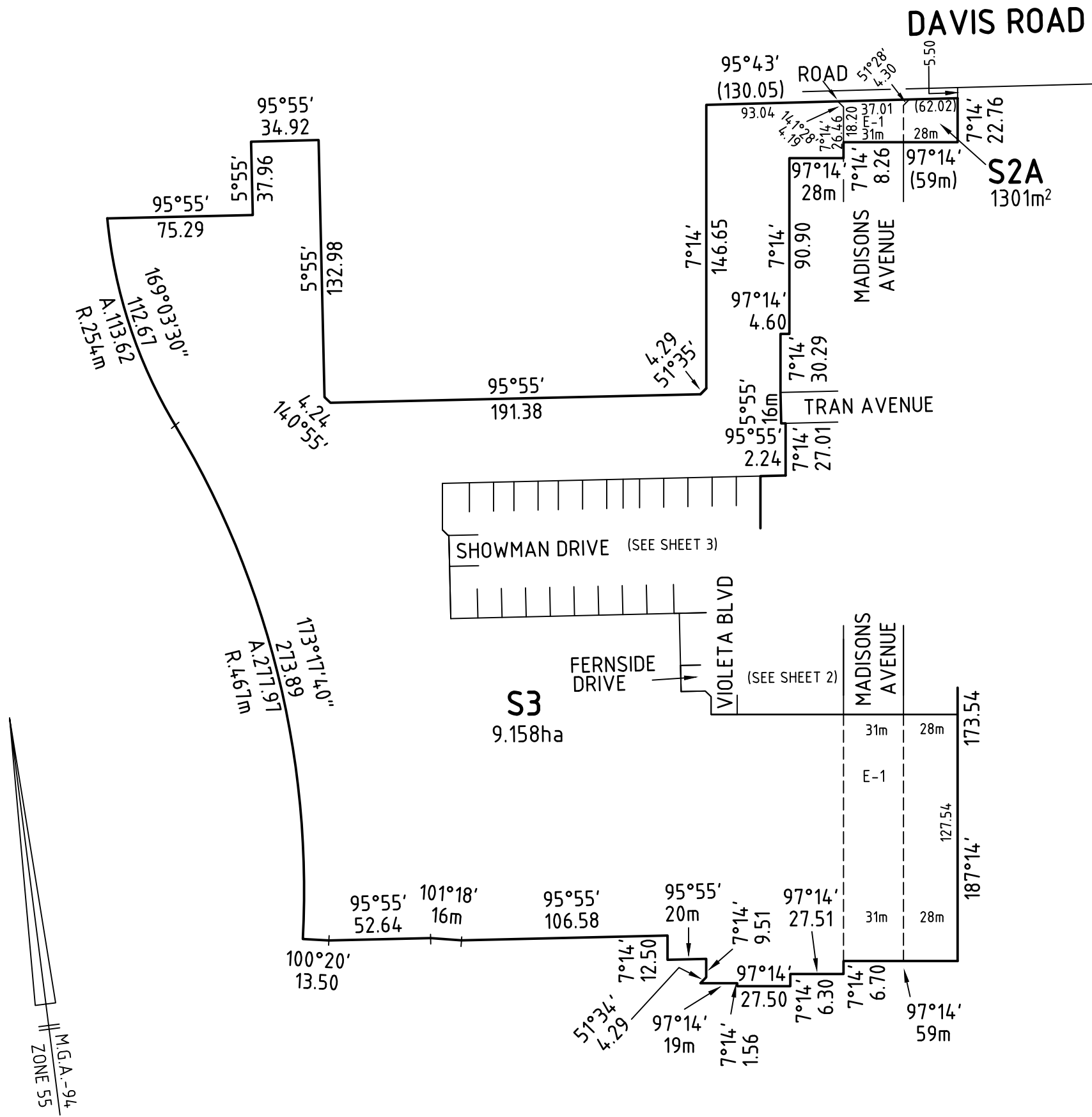
LICENSED SURVEYOR David Sidley VERSION 4

Digitally signed by: David James Sidley, Licensed Surveyor,
Surveyor's Plan Version (4),
02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S2



M.G.A.-94
ZONE 55

jRE Edwards

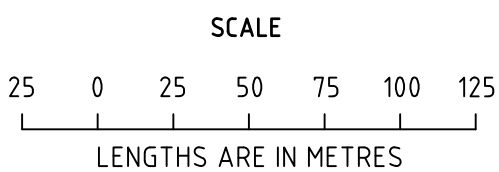
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ORIGINAL SHEET SIZE A3

REF 15312-P1-S2

SHEET 4



SCALE
1:2500

LICENSED SURVEYOR David Sidley VERSION 4

Digitally signed by: David James Sidley, Licensed Surveyor,
Surveyor's Plan Version (4),
02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S2

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: See below.

LOTS TO BE BURDENED: See below.

DESCRIPTION OF RESTRICTION:

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

1. Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the approved Housing and Design Guidelines (HDG) for 87-193 Davis Road, Diggers Rest as required by condition 3 of Planning Permit PA/2014/4497 without the prior written consent of the Responsible Authority.
The provisions of the said HDG are incorporated into this restriction.
2. Must not erect any building on a lot unless the plans for such a building are endorsed by the Davis Road Estate Building Design Approval Committee (DREBDAC) prior to the issue of a building permit.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

Burdened Lot No.	Benefiting Lots on this plan	Burdened Lot No.	Benefiting Lots on this plan
201	202	218	217, 219
202	201	219	218, 220
203	204, 208	220	219
204	203, 205, 207	221	222
205	204, 206	222	221, 223
206	205, 207	223	222, 224
207	204, 206, 208	224	223, 225
208	203, 207, 209	225	224, 226
209	208	226	225, 227
210	211, 212	227	226, 228
211	210, 212	228	227, 229
212	211, 213	229	228, 230
213	212, 214	230	229, 231
214	213, 215	231	230, 232
215	214, 216	232	231, 233
216	215, 217	233	232, 234
217	216, 218	234	233

jREdwards

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ORIGINAL SHEET SIZE A3

REF **15312-P1-S2**

SHEET 5

SCALE

NOT TO SCALE

LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR **David Sidley** VERSION 4

Digitally signed by: David James Sidley, Licensed Surveyor,
Surveyor's Plan Version (4),
02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S2

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: See below.

LOTS TO BE BURDENED: See below.

DESCRIPTION OF RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (type A or type B) incorporated into the Melton Planning Scheme unless a planning permit is granted by the responsible authority for a building that does not conform with the Small Lot Housing Code.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

Burdened Lot No.	SLHC Type	Benefiting Lots on this plan
211	A	210, 212
220	A	219
222	A	221, 223
223	A	222, 224
228	A	227, 229
229	A	228, 230
233	A	232, 234
234	A	233

jREdwards

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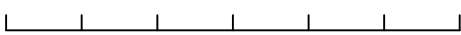
ORIGINAL SHEET SIZE A3

REF **15312-P1-S2**

SHEET 6

SCALE

NOT TO SCALE



LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR David Sidley

VERSION 4

Digitally signed by: David James Sidley, Licensed Surveyor,
Surveyor's Plan Version (4),
02/12/2020, SPEAR Ref: S141689S

PLAN OF SUBDIVISION

LRS USE ONLY **EDITION**

PLAN NUMBER **PS 829574B/S21**

LOCATION OF LAND

PARISH: Holden
 TOWNSHIP: ---
 SECTION: 13
 CROWN ALLOTMENT: B (Part)
 CROWN PORTION: ---
 TITLE REFERENCES: Vol. Fol.
 LAST PLAN REFERENCE/S: PS 829574 B Lot S2A
 POSTAL ADDRESS: 33 Davis Road,
 (At time of subdivision) Diggers Rest, Vic. 3427.
 MGA-94-Co-ordinates E 297155 ZONE: 55
 (of approx centre of N 5834558
 land in plan)

Council Name: Melton City Council
 SPEAR Reference Number: S165199H

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER COUNCIL/BODY/PERSON

Road R1 Melton City Council

NOTATIONS

NOTATIONS

DEPTH LIMITATION: Does not apply. Lot 250 is affected by a restriction.
 SURVEY: This plan is based on survey. Refer to the Creation of Restriction on sheet 3 of this plan for details.
 STAGING: This is a staged subdivision. Planning Permit No. PA2014/4497
 Lots numbers 1 to 249 have been omitted from this plan.

Davis Vineyard Estate

AREA SUMMARY:
 AREA of STAGE: 1301m²
 AREA of LOTS: 606m²
 AREA of ROADS: 695m²
 No. of LOTS: 1 lot

EASEMENT INFORMATION

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

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Carriageway, Drainage and Sewerage, and the Supply of Water, Gas, Electricity and Telecommunications.	See Diag.	PS 728683 J	Lot A on PS 728683 J

REF **15312-P1-S2A**

ORIGINAL SHEET SIZE A3

SHEET 1 OF 3 SHEETS

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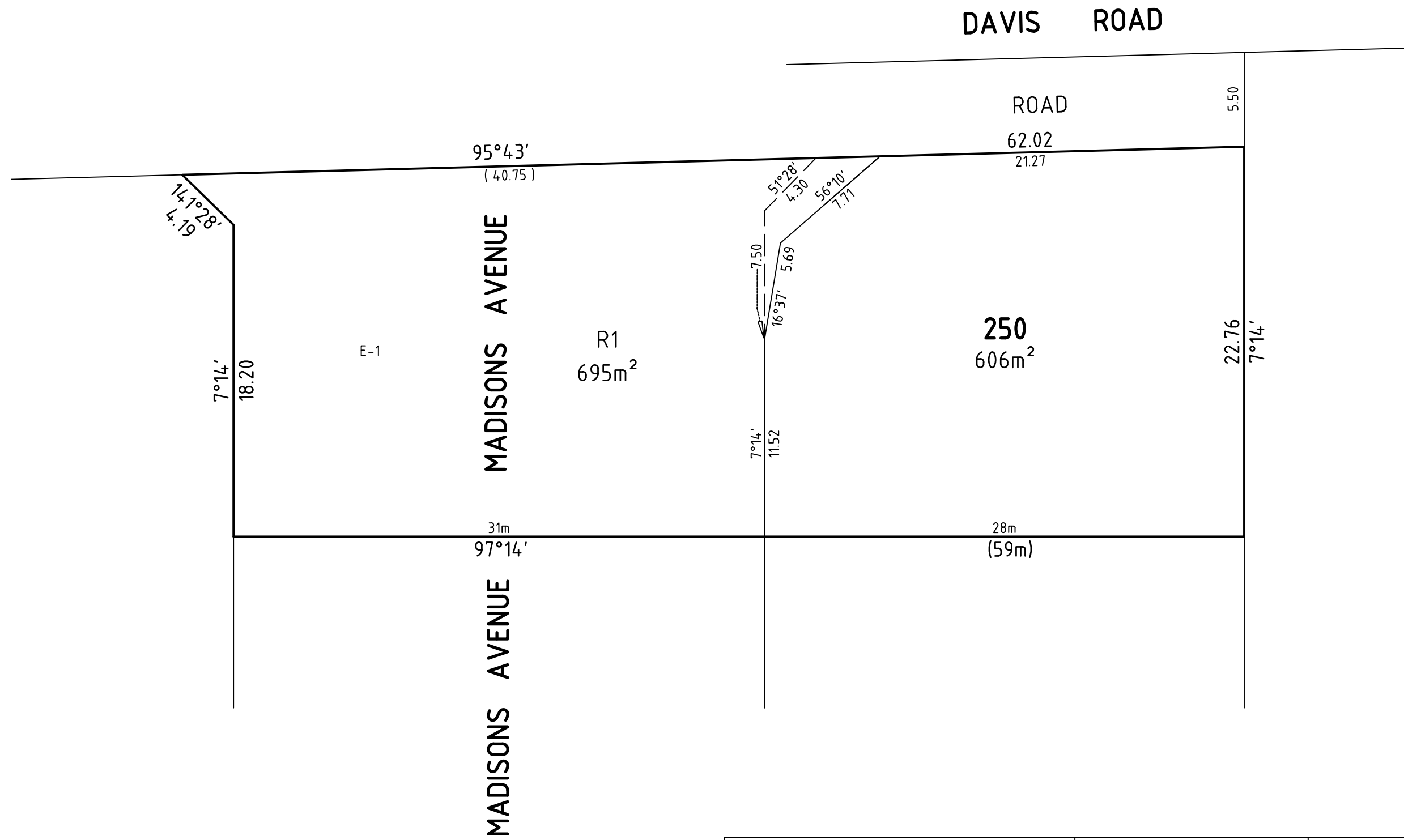
LICENSED SURVEYOR David Sidley VERSION 3

Digitally signed by: David James Sidley, Licensed Surveyor,
 Surveyor's Plan Version (3),
 22/01/2021, SPEAR Ref: S165199H

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S21

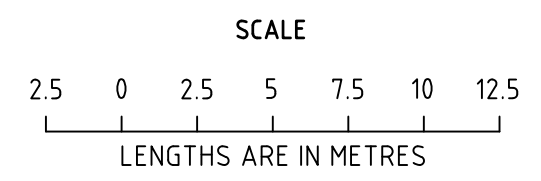


ORIGINAL SHEET SIZE A3

REF 15312-P1-S2A

SHEET 2

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SCALE
1:250

LICENSED SURVEYOR David Sidley VERSION 3

Digitally signed by: David James Sidley, Licensed Surveyor,
 Surveyor's Plan Version (3),
 22/01/2021, SPEAR Ref: S165199H

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S21

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: 113 stage 1

LOTS TO BE BURDENED: 250.

DESCRIPTION OF RESTRICTION:

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

1. Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the approved Housing and Design Guidelines (HDG) for 87-193 Davis Road, Diggers Rest as required by condition 3 of Planning Permit PA/2014/4497 without the prior written consent of the Responsible Authority.
The provisions of the said HDG are incorporated into this restriction.
2. Must not erect any building on a lot unless the plans for such a building are endorsed by the Davis Road Estate Building Design Approval Committee (DREBDAC) prior to the issue of a building permit.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

jREEdwards

LAND SURVEYORS

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E-mail: jredwards1@optusnet.com.au



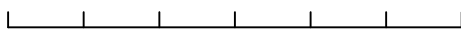
ORIGINAL SHEET SIZE A3

REF **15312-P1-S2A**

SHEET 4

SCALE

NOT TO SCALE



LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR David Sidley

VERSION 3

Digitally signed by: David James Sidley, Licensed Surveyor,
Surveyor's Plan Version (3),
22/01/2021, SPEAR Ref: S165199H

PLAN OF SUBDIVISION

LRS USE ONLY **EDITION**

PLAN NUMBER **PS 829574B/S3**

LOCATION OF LAND

PARISH: Holden
 TOWNSHIP: ---
 SECTION: 13
 CROWN ALLOTMENT: B (Part)
 CROWN PORTION: ---
 TITLE REFERENCES: Vol. Fol.
 LAST PLAN REFERENCE/S: PS 829574 B Lot S3
 POSTAL ADDRESS: 33 Davis Road,
 (At time of subdivision) Diggers Rest, Vic. 3427.
 MGA-94-Co-ordinates E 296960 ZONE: 55
 (of approx centre of N 5834315
 land in plan)

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Road R1 Reserve No.3	Melton City Council Melton City Council

NOTATIONS

NOTATIONS

DEPTH LIMITATION: Does not apply. Lots 301 to 358 (both inclusive) are affected by a restriction.
SURVEY: This plan is based on survey. Lots 301, 302, 310, 311, 319, 320, 326, 327, 329, 330, 333, 338, 339, 345, 346, 347, 348, 351, 356 and 357 are affected by a restriction.
STAGING: This is a staged subdivision. Planning Permit No. PA2014/4497 Refer to the Creation of Restriction on sheets 6 & 7 of this plan for details.
 Lots numbers 1 to 300 have been omitted from this plan.

Davis Vineyard Estate

AREA SUMMARY:
 AREA of STAGE: 3.730ha
 AREA of LOTS: 1.921ha
 AREA of ROADS: 1.047ha
 AREA of RESERVE: 7620m²
 No. of LOTS: 58 lots and balance lots S4

EASEMENT INFORMATION

LEGEND				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Carriageway, Drainage and Sewerage, and the Supply of Water, Gas, Electricity and Telecommunications.	See Diag.	PS 728683 J	Lot A on PS 728683 J
E-2	Drainage	2m	This plan	Melton City Council

REF **15312-P1-S3**

ORIGINAL SHEET SIZE A3

SHEET 1 OF 7 SHEETS

jRE Edwards
 LAND SURVEYORS
 59 Fletcher Street, Essendon, 3040
 Ph: 9370 2209 Fax: 9370 1102
 P.O.Box 165 Essendon 3040
 Email: jredwards1@optusnet.com.au
 Web: www.jredwardslandsurveyors.com.au

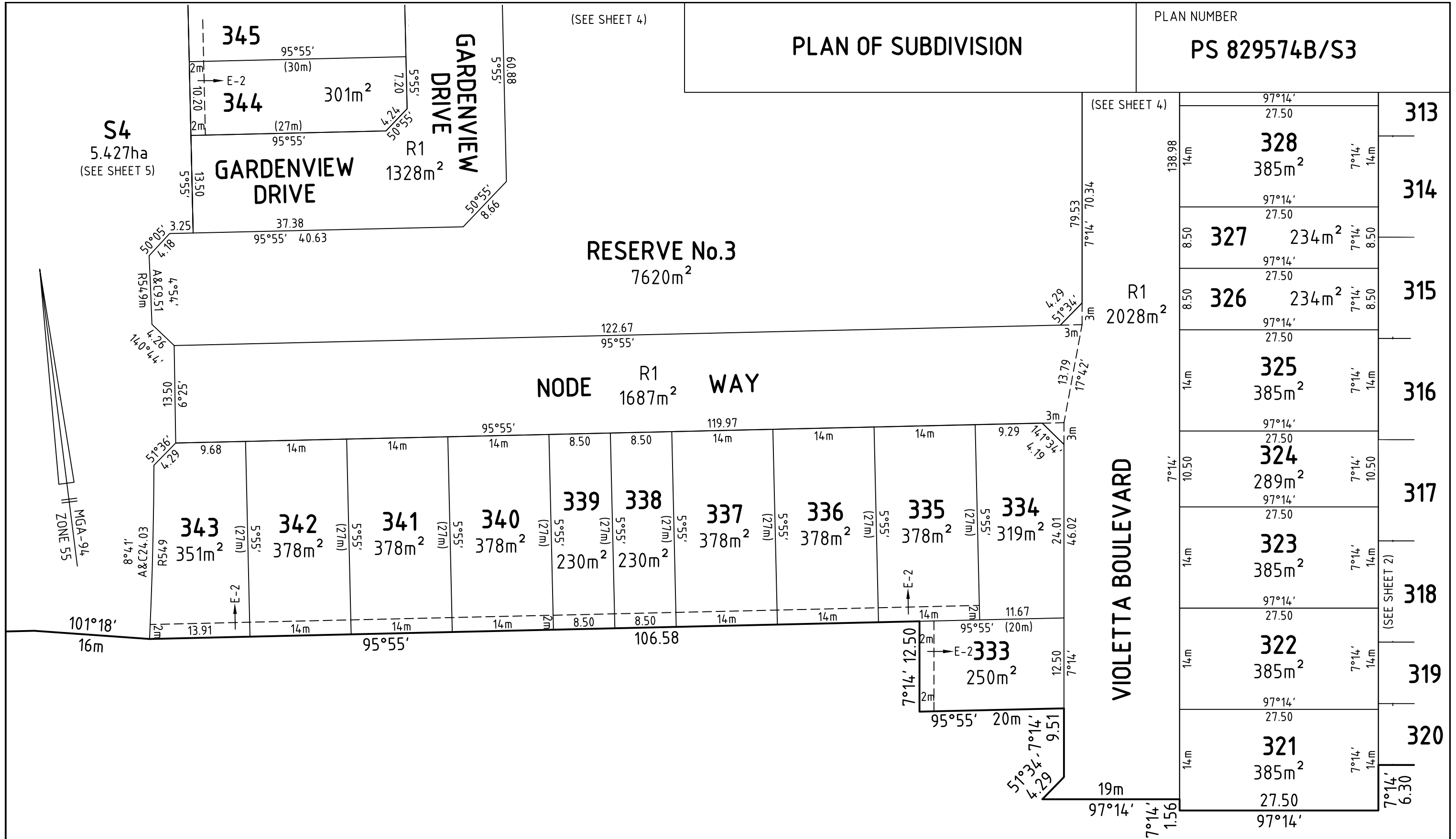


LICENSED SURVEYOR David Sidley VERSION 4

PLAN OF SUBDIVISION

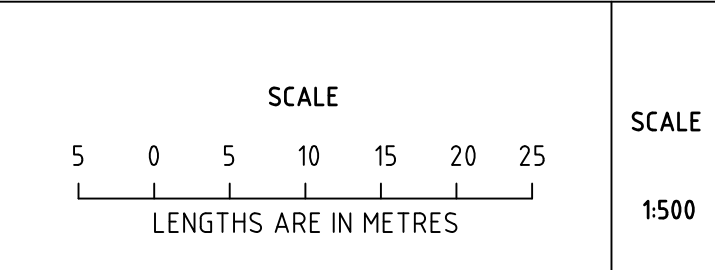
PLAN NUMBER

PS 829574B/S3



ORIGINAL SHEET SIZE A3 REF 15312-P1-S3 SHEET 3

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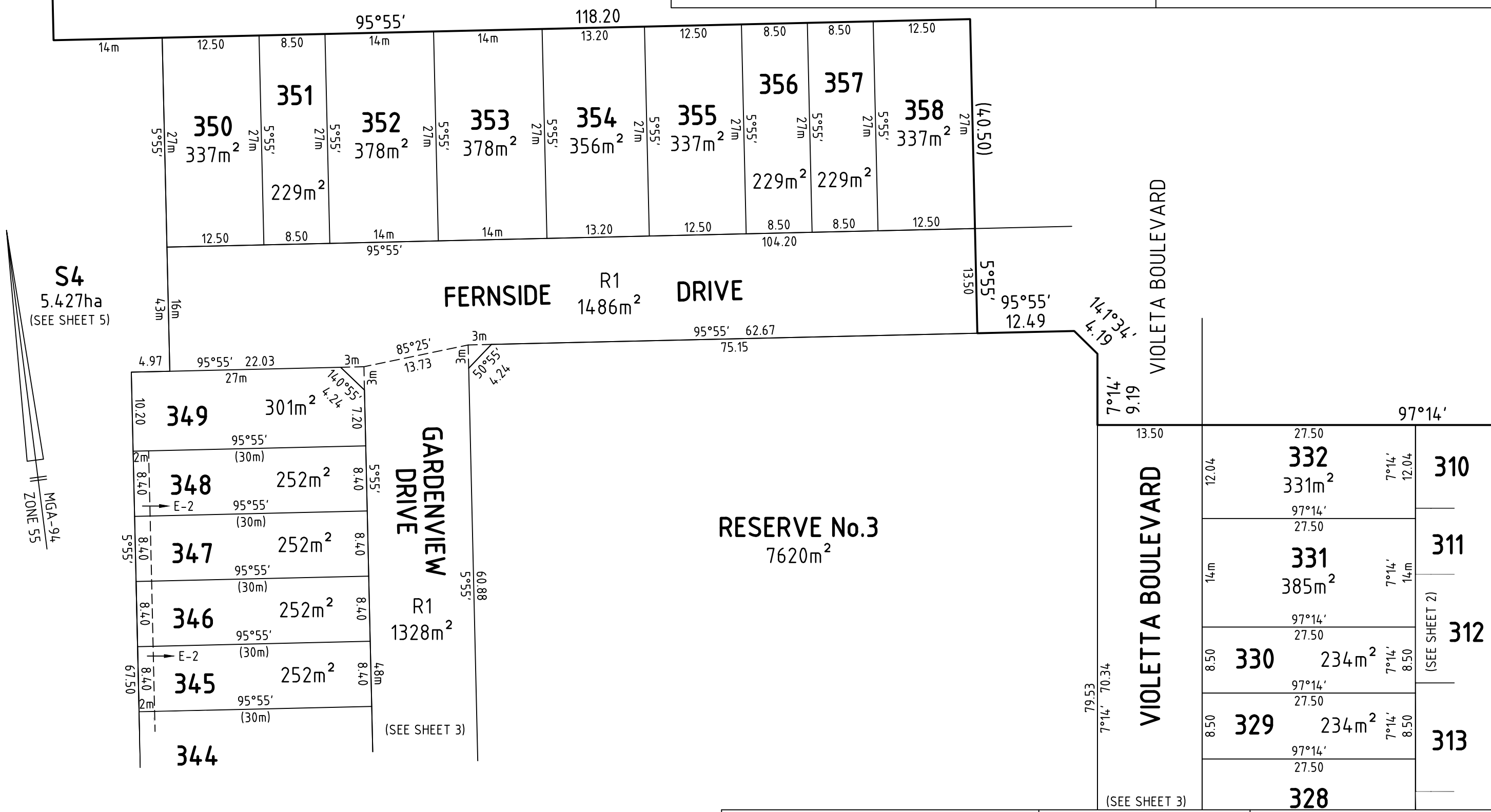



LICENSED SURVEYOR David Sidley VERSION 4

PLAN OF SUBDIVISION

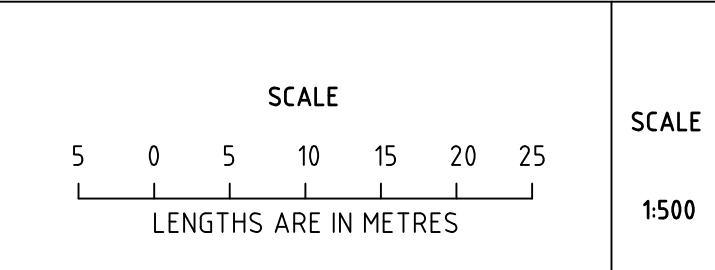
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PS 829574B/S3



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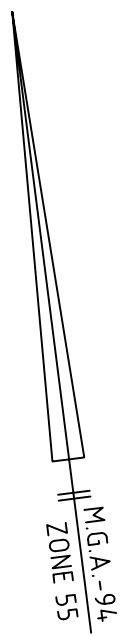
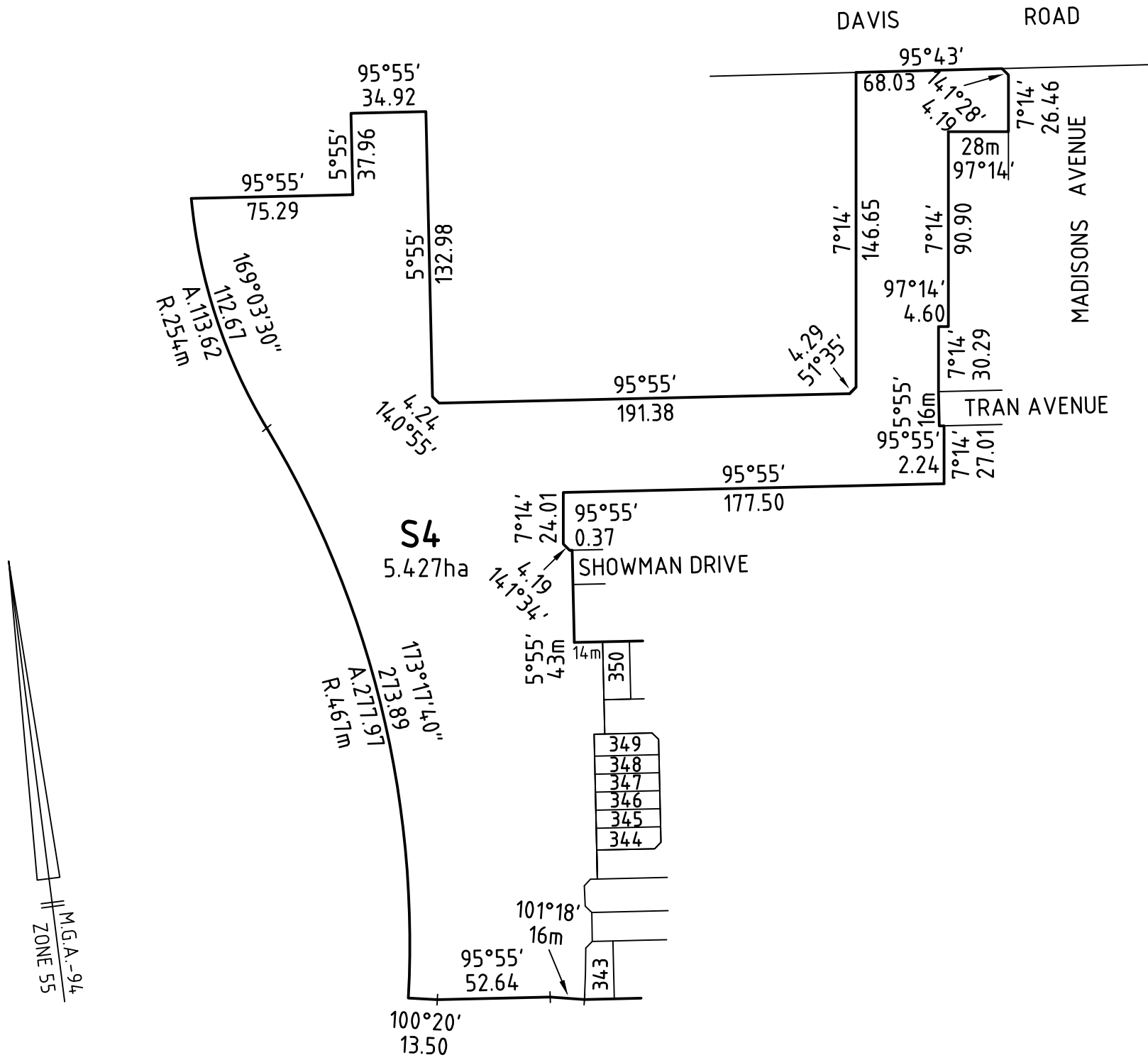
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LICENSED SURVEYOR David Sidley VERSION 4

PLAN OF SUBDIVISION

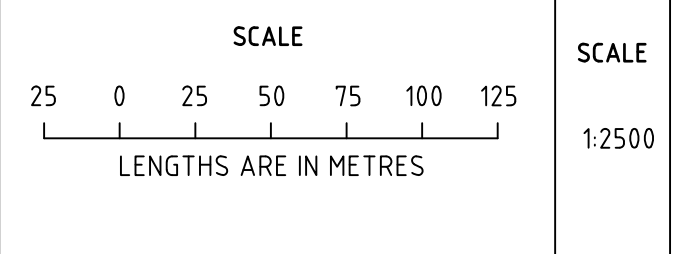
PLAN NUMBER
PS 829574B/S3



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ORIGINAL SHEET SIZE A3	REF 15312-P1-S3	SHEET 5
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LICENSED SURVEYOR David Sidley	VERSION 4
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PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S3

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: See below.

LOTS TO BE BURDENED: See below.

DESCRIPTION OF RESTRICTION:

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

1. Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the approved Housing and Design Guidelines (HDG) for 87-193 Davis Road, Diggers Rest as required by condition 3 of Planning Permit PA/2014/4497 without the prior written consent of the Responsible Authority.
The provisions of the said HDG are incorporated into this restriction.
2. Must not erect any building on a lot unless the plans for such a building are endorsed by the Davis Road Estate Building Design Approval Committee (DREBDAC) prior to the issue of a building permit.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

Burdened Lot No.	Benefiting Lots on this plan	Burdened Lot No.	Benefiting Lots on this plan
301	302	330	312, 313, 329, 331
302	301, 303	331	311, 312, 330, 332
303	302, 304	332	310, 311, 331
304	303, 305	333	334, 335
305	304, 306	334	333, 335
306	305, 307	335	333, 334
307	306, 308	336	335, 337
308	307, 309	337	336, 338
309	308	338	337, 339
310	311, 332	339	338, 340
311	310, 312, 331, 332	340	339, 341
312	310, 311, 330, 331	341	340, 342
313	312, 314, 328, 329, 330	342	341, 343
314	313, 315, 327, 328	343	342
315	314, 316, 325, 326, 327	344	345
316	315, 317, 324, 325	345	344, 346
317	316, 318, 323, 324	346	345, 347
318	317, 319, 322, 323	347	346, 348
319	318, 320, 322	348	347, 349
320	319, 321	349	348
321	320, 322	350	351
322	319, 321, 323	351	350, 352
323	317, 318, 322, 324	352	351, 353
324	316, 317, 323, 325	353	354, 355
325	315, 316, 324, 326	354	353, 355
326	315, 325, 327	355	354, 356
327	314, 315, 326, 328	356	355, 357
328	313, 314, 327, 329	357	356, 358
329	313, 328, 330	358	357

JREdwards

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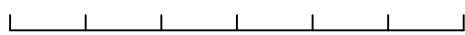
ORIGINAL SHEET SIZE A3

REF **15312-P1-S3**

SHEET 6

SCALE

NOT TO SCALE



LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR David Sidley

VERSION 4

PLAN OF SUBDIVISION

PLAN NUMBER

PS 829574B/S3

SUBDIVISION ACT 1988 CREATION OF RESTRICTION

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

LOTS TO BENEFIT: See below.

LOTS TO BE BURDENED: See below.

DESCRIPTION OF RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (type A or type B) incorporated into the Melton Planning Scheme unless a planning permit is granted by the responsible authority for a building that does not conform with the Small Lot Housing Code.

This restriction shall cease to apply to any building on the lot after the issue of a Certificate of Occupancy for the whole of a dwelling on the lot.

Burdened Lot No.	SLHC Type	Benefiting Lots on this plan
301	A	302
302	A	301, 303
310	A	311, 332
311	A	310, 312, 331, 332
319	A	318, 320, 322
320	A	319, 321, 322
326	A	315, 325, 327
327	A	314, 315, 326, 328
329	A	313, 328, 330
330	A	312, 313, 329, 331
333	A	334, 335
338	A	337, 339
339	A	338, 340
345	A	344, 346
346	A	345, 347
347	A	346, 348
348	A	347, 349
351	A	350, 352
356	A	355, 357
357	A	359, 358

JRE Edwards

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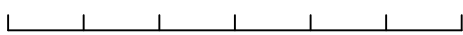
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REF **15312-P1-S3**

SHEET 7

SCALE

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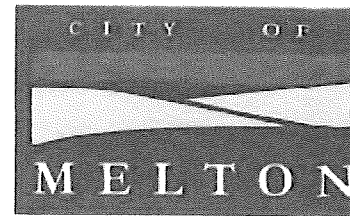
LENGTHS ARE IN METRES

SCALE

N.T.S.

LICENSED SURVEYOR David Sidley

VERSION 4



Our Reference: PA2014/4497

14 June 2016

Brendan Kennelly
WBCM Pty Ltd
PO Box 243
SOUTH MELBOURNE VIC 3205

Dear Brendan,

Application for a Planning Permit

No.: PA2014/4497
Land: 87-193 Davis Road DIGGERS REST
Proposal: Condition plans associated with a Multi lot staged residential subdivision

I refer to the plans submitted under Condition 1 of the above planning permit.

I wish to advise that the plans are satisfactory to Council and have been endorsed.

Copies of the endorsed plans are enclosed.

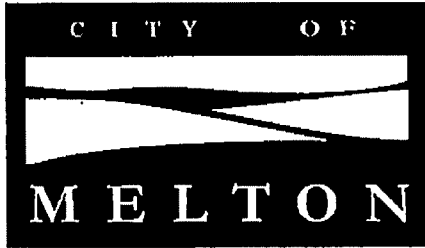
If you have any queries regarding this matter please contact me on 9747 7140.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Isen Goga".

Isen Goga
Major Developments Planner

Encl



Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING PERMIT

Permit No:
Planning Scheme:
Responsible Authority:

PA2014/4497/1
Melton Planning Scheme
Melton City Council

ADDRESS OF THE LAND:

LOT: 4 LP: 6069, 87-193 Davis Road DIGGERS REST

THE PERMIT ALLOWS:

Multi lot staged residential subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

1. Prior to the commencement of works, amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) The proposed narrow fronted lots located along southern most local road providing:
 - i. larger sized lots to the street corners where proposed lots are east facing; and
 - ii. a minimum width of 10m to all corner facing lots.
 - b) A reduction of the narrow lots to the linear reserve; and
 - c) An additional local road connection from the southernmost east-west local road to the abutting property to the south.
2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

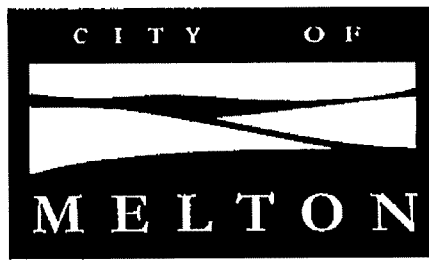
Housing and Design Guidelines

3. Prior to the Certification of the Plan of Subdivision for the first stage, Housing and Design Guidelines must be prepared to the satisfaction of the Responsible Authority in accordance with the Diggers Rest Precinct Structure Plan and the draft guidelines dated December 2014, but amended to address the comments provided on 14 January 2015.
4. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with

Page 1 of 19

Date Issued: 12 April 2016

Signature of the
Responsible Authority: 



Planning Permit PA2014/4497 Continued

the responsible authority under Section 173 of the Act that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for each stage.

5. The Housing and Design Guidelines endorsed as part of this permit must not be amended without the written consent of the Responsible Authority.

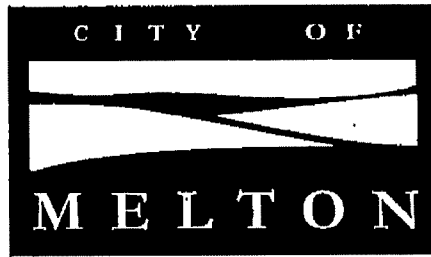
Small Lot Housing Code

6. Prior to the Certification of the Plan of Subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the Responsible Authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme; and
7. The plan of subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the Responsible Authority.

Engineering

8. Prior to the issue of Statement of Compliance for the first stage of development, Davis Road and associated ancillaries must be designed and constructed from Vineyard Road to the connector road orientated north-south of this development to urban standards and to the satisfaction of the Responsible Authority, unless all or part thereof has already been constructed. In that situation, Davis Road must be built from the edge of the constructed section to the connector road orientated north-south of this development. Aerial Services in Davis Road and Calder Freeway on-ramp from the western extent of this development from the connector Road orientated north-south to Vineyard Road must be relocated underground prior to the completion of construction of this section of Davis Road.
9. Prior to the issue of Statement of Compliance for the first stage of development, the north-south orientated connector road of the development, including any associated ancillaries, must be designed and constructed to urban standards from Davis Road to Stage 1 of the development to the satisfaction of the Responsible Authority.
10. Prior to the Certification of the Plan of Subdivision, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
- a) A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, intersection treatments and any

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Planning Permit PA2014/4497 Continued

associated SIDRA electronic files, and traffic management devices to be incorporated into the development.

- b) A drainage management strategy detailing catchments both internal and external to the development, 1% AEP flow paths and flow volumes for the entire development. This strategy must include on-site stormwater quality improvement, and any stormwater and rainwater harvesting measures.
- c) A Services Infrastructure report identifying how the development will be serviced by all utility services including but not limited to water reticulation (potable and recycled), electrical, sewer, telecommunications and gas.
- d) A mobility plan detailing pedestrian access, bike & hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
- e) Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
- f) Details of tree protection zones (TPZs) for all trees to be retained.
- g) All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
- h) Identification of all trees to be removed from the site.

11. Prior to the issue of Statement of Compliance, road works and drainage works must be provided in accordance with construction plans and specifications as approved by the Responsible Authority. Prior to any roads / drainage works associated with the subdivision commence, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.

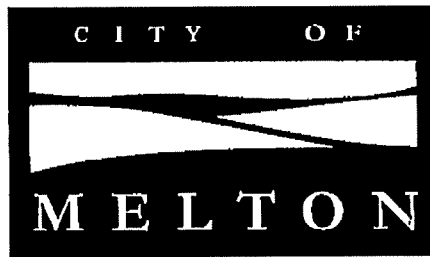
The construction plans will not be approved until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority.

The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided.

The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and certified plan of subdivision.

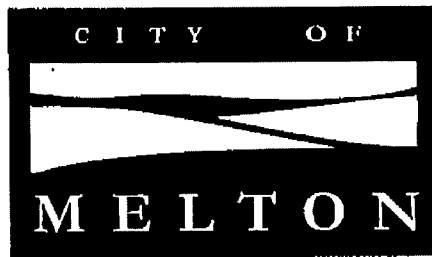
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Planning Permit PA2014/4497 Continued

- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route or one proposed in the Precinct Structure Plan, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/ HB 72-1995)].
- h) Verge widths around all bends, intersections and in court heads to be a minimum of that provided at the mid block.
- i) Priority treatments shall be provided at intersections of Access Streets, Access Places and Access Lanes unless specified by the Responsible Authority. The priority treatment at intersections shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island, line-markings and raised reflective pavement markers (RRPMs) on the minor street.
- j) Low profile splitter islands, line-markings and raised reflective pavement markers (RRPM's) on all 90-degree bends on through roads.
- k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- l) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- m) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.
- n) Car parking layout for each auto court and extended driveway. Turning templates are to be provided to verify vehicular parking and access can be achieved.
- o) All permanent court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.
- p) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- q) Provision of pits and conduits associated with the National Broadband Network.
- r) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.

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Planning Permit PA2014/4497 Continued

- s) The public lighting shall be designed in accordance with the current AS 1158 and to the Satisfaction of the Responsible Authority. The lighting category shall be sought from Council.
- t) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act.
- u) A hike & bike path shall be provided at each stage of development along the length of the Linear Open Space and Drainage reserve and be located above the 10% AEP water levels.
- v) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- w) The location and provision of vehicle exclusion mechanisms abutting reserves.
- x) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- y) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- z) Provision for the utilisation of any surplus topsoil from this stage.
 - aa) Permanent survey marks.
 - bb) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
 - cc) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.
 - dd) The relocation underground of all existing aerial services, on the services layout plan.
 - ee) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

Drainage

- ff) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority
- gg) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
- hh) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
 - 80% retention of the typical annual load of total suspended solids
 - 45% retention of the typical annual load of total phosphorus; and
 - 45% retention of the typical annual load of total nitrogen.
- ii) Provision of underground drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.

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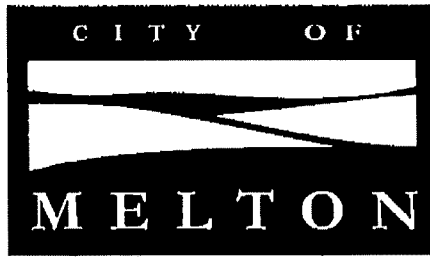
Planning Permit PA2014/4497 Continued

- jj) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood levels of the water course or water body.
 - kk) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 year flood levels.
 - ll) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.
12. Prior to the issue of Statement of Compliance or at a time specified by the Responsible Authority the following must be submitted to the satisfaction of the Responsible Authority:
- a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD. The digital files must have a naming convention to enable identification of Council assets listed.
 - b) Asset information in digital format to include data as per "D-Spec" and "R-Spec".
13. Prior to the commencement of works for each stage of development, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The Construction Management Plan must include, but not limited to the following:
- a) Proposed working hours;
 - b) Haulage routes to the site;
 - c) Methods of dust suppression;
 - d) Sediment control and gross pollutant management;
 - e) Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
 - f) Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);
 - g) Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
 - h) Vehicle exclusion areas; and
 - i) Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- a) All machinery brought on site to be weed and pathogen free
- b) All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas
- c) Contractors working on the site to be inducted into an environmental management program for construction work

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Planning Permit PA2014/4497 Continued

- d) Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.

Landscaping

- 14. Prior to the Certification of the Plan of Subdivision for the first stage of the subdivision, a landscape master plan for the development must be submitted to and endorsed by the Responsible Authority. The plan must be:
 - a) drawn to scale with dimensions
 - b) only show the subdivision layout which is subject to this permit; and
 - c) be consistent with the concept plan endorsed pursuant to Condition 1 of this permit.

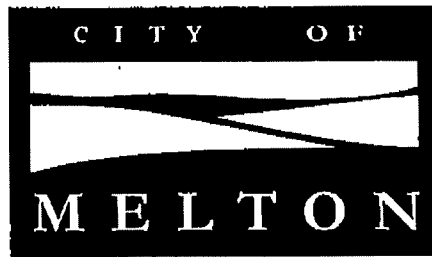
- 15. Prior to the Issue of Statement of Compliance for each stage of the subdivision, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:
 - a) Location and identification of all proposed plants.
 - b) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
 - c) Details and location of any of structures and furniture items.
 - d) Details of surface finishes of pathways.
 - e) Details of paths to be DDA compliant and to Council standards and standard drawings.
 - f) Details of boundary fencing to be provided.
 - g) Entrance treatments.
 - h) The implementation of any landscape principles and guidelines contained in the Precinct Structure Plan.

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

- 16. Prior to the issue of a Statement of Compliance, any fencing abutting a Council Reserve must be constructed to an urban standard and at no cost to and to the satisfaction of the Responsible Authority.

- 17. Prior to the issue of a Statement of Compliance for each stage of subdivision, the landscaping works shown on the approved landscape plan for the stage must be carried out and completed to the satisfaction of the Responsible Authority, or bonded (if agreed to in writing by the Responsible Authority). If the Responsible Authority

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Planning Permit PA2014/4497 Continued

agrees to bonding of outstanding works, a time by which the works must be completed will be specified by the Responsible Authority.

18. Prior to the approval of the detailed landscape plans, a Certification of Compliance (Design) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify that they have been designed in accordance with relevant Australian Standards.
19. Prior to practical completion, a Certification of Compliance (Construction) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify that have been completed in accordance with relevant Australian Standards.
20. Prior to practical completion, or at such other time specified by the Responsible Authority, the following must be submitted to the satisfaction of the Responsible Authority:
 - a) A complete set of as constructed plans of landscape works in hardcopy (2 x A3 size), softcopy (.pdf) and AutoCAD (.dwg) format. The digital files must have naming conventions to enable identification of Council assets listed.
 - b) Asset information in digital format to include data as per "0-Spec".
21. The landscaping shown on the approved Landscape Plan must be maintained to the satisfaction of the Responsible Authority for a period of two (2) years from the practical completion of the landscaping. During this period, any dead, diseased or damaged plants or landscaped areas are to be pruned or replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.

Development Infrastructure

22. Prior to the Certification of the Plan of Subdivision for each stage of the subdivision, a Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must show the amount of development contributions payable for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.
23. At least 21 days prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a revised Schedule of Development Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.
24. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for

Page 8 of 19

Date Issued:

12 April 2016

Signature of the
Responsible Authority:

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Planning Permit PA2014/4497 Continued

the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.

Public Open Space Contribution

25. Prior to the issue of Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Diggers Rest Precinct Structure Plan.

Environment

26. Before the removal, destruction or lopping of any native vegetation within any property (identified in NVPP Map 2) the owner of the land from which the native vegetation is being removed must provide offsets by either:
- a) Providing an allocated credit extract issued by the Department of Environment, Land, Water and Planning (DELWP); or
 - b) Preparing and submitting an Offset Plan to the satisfaction of DELWP for the approval of the Responsible Authority. The Offset Plan must be approved prior to removal, destruction or lopping of any native vegetation.
27. Where an Offset Plan is required:
- a) Before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on-title security for the Offset Site to the satisfaction of DELWP that provides for the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement.
 - b) Offsets must be initiated within 12 months of approval of the Offset Plan or before the removal of High and Very High Conservation Significance vegetation and be implemented according to the schedule of works in the Offset Plan to the satisfaction of the Responsible Authority.
 - c) An Offset Plan must show offsets in relation to all native vegetation within the property which this NVPP allows to be removed. An Offset Plan must be prepared in accordance with the DELWP Offset Plan Template available from DELWP.
28. Prior to the removal, destruction or lopping of any native vegetation to be removed (in accordance with the Diggers Rest NVPP) must be clearly marked on site to the satisfaction of the Responsible Authority whilst works are being undertaken within the vicinity.
29. Prior to the felling of any trees with nest or hollows, the tree must be examined for fauna by a suitably qualified zoologist. If native fauna species are found, they must

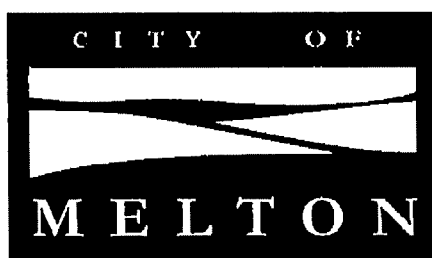
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Planning Permit PA2014/4497 Continued

- be salvaged and relocated where possible, to the nearest suitable habitat, in consultation with DELWP.
30. Any construction stockpiles and machinery must be placed away from drainage lines to the satisfaction of the Responsible Authority.
31. Prior to the commencement of any works in a stage of subdivision of land, an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Environment and Primary Industries. The plan must include:
- a) Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and action to respond to their containment in an area with no reasonable likelihood of their continued safe existence.
 - b) The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:
 - c) Proceeding in the order of stages as shown on the plan; and
 - d) Implementing the management solutions and actions of the Plan;
- all to the satisfaction of the Department of Environment and Primary Industries and the Responsible Authority.
32. *The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011) and Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011) must be implemented to the satisfaction of DELWP before during and after the carrying out of any buildings or works or native vegetation removal and all specifications and requirements of the approved plan must be complied with.*
33. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of DELWP.
34. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Striped Legless Lizard habitat on the land must be provided to the satisfaction of DELWP.
35. Prior to the removal of any native vegetation a contributory fee for Spiny Rice Flower must be provided to the satisfaction of the DELWP.
36. Offsets must be provided in accordance with Victoria's Native Vegetation Management, A Framework for Action, (DNRE, 2002).
37. An Offset Plan must show offsets in relation to all native vegetation within the property which this NVPP allows to be removed. An Offset Plan must be prepared in accordance with the DELWP Offset Plan Template available from DELWP.

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Planning Permit PA2014/4497 Continued

38. An offset site must be secured through an appropriate mechanism to the satisfaction of DELWP. Where an offset is secured via an agreement, the agreement must be registered on the title of the land and provide for a native vegetation offset in accordance with the endorsed offset plan.

Environmental Site Assessment

39. Prior to the commencement of any on site works associated with the subdivision other than bore holes and excavation associated with an environmental site assessment, an environmental site assessment of the land by a suitably qualified environmental professional must be undertaken which provides information including:

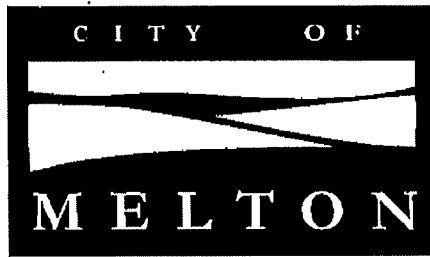
- a) Details of the nature of the previous and existing land/use activities on the land;
- b) An assessment of the potential level and nature of contamination on the land;
- c) Clear advice on whether the environmental condition of the land is suitable for the proposed use/s and whether an environmental audit of all, or part, of the land is recommended having regards to the Potentially Contaminated Land General Practice Note June 2005, DSE.

If the environmental site assessment recommends an environmental audit of all or part of the land be undertaken, then prior to the commencement of any use of all or that part of the land as the case may be for a sensitive purpose, the following must be provided to the Responsible Authority in respect of that part of the land which is recommended for the environmental audit:

- a) Either:
 - A certificate of environmental audit issued for the relevant land in accordance with Part 1XD of the *Environmental Protection Act 1970*; or
 - A statement by an environmental auditor appointed under the *Environmental Protection Act 1970*, in accordance with Part 1XD of that Act that the environmental conditions of the relevant land are suitable for a sensitive use (with or without conditions on the use of the site) must be provided to the Responsible Authority before any building on the relevant land is occupied.

If a statement by the environmental auditor is provided rather than a certificate of environmental audit and the statement indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the *Planning and Environment Act 1987* before any building on the relevant land is occupied for.

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Planning Permit PA2014/4497 Continued

- Ongoing compliance with all conditions in the Statement by the Environmental Auditor;
- The Responsible Authority's legal costs and expenses of drafting/reviewing and registering the agreement are to be borne by the owner of the relevant land.

General Conditions

40. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.
41. Prior to the issue of Statement of Compliance for each stage of the subdivision, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.
42. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
43. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.
44. The plan of subdivision submitted for certification under the *Subdivision Act 1988* must be referred to the relevant authorities in accordance with Section 8 of that Act.
45. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the *Subdivision Act 1988*.
46. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
 - a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.

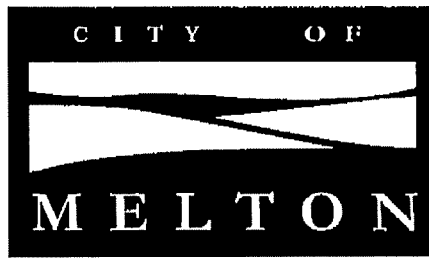
Page 12 of 19

Date Issued:

12 April 2016

Signature of the
Responsible Authority:

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Planning Permit PA2014/4497 Continued

47. Utility service substations, kiosks sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.
48. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
49. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the *Diggers Rest Development Contributions Plan*.
50. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant agency.

Telecommunications

51. The owner of the land must enter into an agreement with:
 - a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
52. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless

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Planning Permit PA2014/4497 Continued

the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Public Transport Victoria

53. Unless otherwise agreed in writing with Public Transport Victoria (PTV), prior to the certification of a plan of subdivision, construction engineering plans, relevant to that stage of the subdivision, must be submitted to PTV. The plans must depict the road cross section to be constructed and the location and design of bus stops (if required by PTV). The plan must be to the satisfaction of PTV and the Responsible Authority.

Country Fire Authority

54. Operable hydrants, above or below ground must be provided to the satisfaction of CFA.
55. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120m and hydrants must be no more than 200m apart.
56. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes' available under publications on the Country Fire Authority web site (www.cfa.vic.gov.au)
57. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
58. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters.
59. Dips must have no more than a 1 in 8(12%) (7.1 degree) entry and exit angle.

AusNet

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

Jemena

61. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.

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Planning Permit PA2014/4497 Continued

62. The applicant shall:

- a) Enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena Electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
- b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.

Melbourne Water

- 63. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 64. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- 65. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 66. Prior to Certification, a Stormwater Management Strategy for the proposed development must be provided to Council's and Melbourne Water's satisfaction in accordance with the attached guideline. The strategy must identify future ownership of any proposed stormwater assets.
- 67. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water underground drainage asset and overland flowpath or 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water waterway, retarding basin or wetland, whichever one is greater.
- 68. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- 69. Local drainage must be to Council's satisfaction.
- 70. Alignments of new roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.

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Planning Permit PA2014/4497 Continued

71. Prior to Certification of reserves and easements containing Melbourne Water assets, functional designs of these assets to Melbourne Water's satisfaction must exist.
72. Prior to Certification, sufficiently sized easements and/or reserves shall be created Over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water. Reserves containing Melbourne Water assets shall be set aside as municipal reserves in favour of Melton City Council. A drainage easement (Memorandum of Common Provisions - MCPAA1107) in favour of Melbourne Water Corporation is to be created over the municipal reserve. The reserve and easement must be included on the certified Plan of Subdivision.
73. Prior to Certification, any temporary drainage outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
74. Applications to undertake works on or near a Melbourne Water asset (i.e. pipes or waterways) or easement must be made online via the Planning and Building section of our website.

Western Water

75. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at the time of payment.
76. Provision of reticulated potable and recycled water mains and associated construction works to front each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
77. Provision of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
78. Provision of major trunk infrastructure as outlined in Western Water's Development servicing plans for Sunbury and Diggers Rest. Where this infrastructure is considered to be a shared asset, Western Water shall reimburse these costs at an agreed amount. Construction of shared assets shall comply with Western Water's Shared Asset Reimbursement policy.
79. In the event of trunk infrastructure being unavailable, the owner shall provide temporary water and sewer servicing works necessary to bring services to the development, at the developer's expense.

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Planning Permit PA2014/4497 Continued

80. The owner shall negotiate with neighbouring developments to facilitate construction of any temporary and ultimate Infrastructure to service the development.
81. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated sewerage easement.
82. The owner shall reach an agreement with Western Water regarding the construction of any Shared Assets (water mains or recycled water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter), required to service the development. The construction of Shared Assets reimbursable by Western Water shall comply with Western Water's Tender and Contract Policy, as well as Western Water's Reimbursement Policy.
83. Demonstrate the appropriate implementation of alternate water supply sources to comply with the Diggers Rest Precinct Structure Plan guideline for the reduction in potable water consumption to the satisfaction of Western Water.
84. Comply with Western Water's Class A Recycled Water Developer Guidelines for the supply and use of recycled water within the development to the satisfaction of Western Water.
85. Prepare an appropriate Integrated Water Management Plan for the development in accordance with the Diggers Rest Precinct Structure Plan to the satisfaction of Western Water.
86. Pursuant to Section 36 of the Subdivision Act, Western Water considers that for the economical and efficient subdivision and servicing of the land covered by the Application for Permit it requires the owner of the land to acquire an easement over other land in the vicinity, namely, any land not owned by the Developer through which a sewerage or water extension servicing the development is to be located. The easements created shall be in favour of Western Water.
87. The developer must demonstrate the appropriate management of any health and environmental risks associated with the supply and use of recycled water to the satisfaction of Western Water.
88. Evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that each dwelling must have recycled water plumbed to a front and rear outdoor tap, washing machine tap and to all toilets.
89. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.

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Planning Permit PA2014/4497 Continued

90. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage, potable water or recycled water works required. The form of such Agreement shall be to the satisfaction of Western Water. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement:

- a) All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:
- b) Own a metered hydrant approved by Western Water;
- c) Meter and pay for all water taken;
- d) Display a Western Water Permit Number Sticker on the tanker;
- e) Only take water from nominated hydrants or standpipes;
- f) Only use water for the purpose approved in the Water Carters Permit; * Avoid wastage of water on site; and
- g) Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above.

Expiry

91. This permit will expire if:

- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

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Planning Permit PA2014/4497 Continued

Notes

DELWP

- i. On 5 September 2013 an approval under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) was issued by the Commonwealth Minister for Environment, Heritage and Water. The approval applies to all actions associated with urban development in growth corridors in the expanded Melbourne 2010 Urban Growth Boundary as described in page 4 in the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (Department of Environment and Primary Industries, 2013). The Commonwealth approval has effect until 31 December 2060. The approval is subject to conditions specified at Annexure 1 of the approval.

Provided the conditions of the EPBC Act approval are satisfied individual assessment and approval under the EPBC Act is not required.

Melbourne Water

- ii. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9679 7517, quoting Melbourne Water's reference 242621.
- iii. The "attached guideline" referred to at Condition 66 refers to Melbourne Water's *Surface/Storm Water Management Strategies (SWMS) Version 2, April 2014*.

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MELTON PLANNING SCHEME
 This is the plan referred to in Planning Permit No. P20.014/14490 Plan 1 of 1.
 Condition 1
 Signature of Responsible Authority
 Date 14/6/2016

LOT CATEGORIES PLAN - PRECINCT 2
 87-193 DAVIS ROAD, DIGGERS REST
 Total Site Area - 70.23 ha (subject to survey)

- LEGEND**
- Precinct 2 Boundary
 - Precinct 2 Stage Boundary
 - Local Road
 - Connector Street (31m)
 - ▤ Landscape Trail

Lot No.	Area (sqm)	Area (ha)	Stage	Lot No.	Area (sqm)	Area (ha)
1	150 x 30m	4500	1	49	150 x 30m	4500
2	150 x 30m	4500	1	50	150 x 30m	4500
3	150 x 30m	4500	1	51	150 x 30m	4500
4	150 x 30m	4500	1	52	150 x 30m	4500
5	150 x 30m	4500	1	53	150 x 30m	4500
6	150 x 30m	4500	1	54	150 x 30m	4500
7	150 x 30m	4500	1	55	150 x 30m	4500
8	150 x 30m	4500	1	56	150 x 30m	4500
9	150 x 30m	4500	1	57	150 x 30m	4500
10	150 x 30m	4500	1	58	150 x 30m	4500
11	150 x 30m	4500	1	59	150 x 30m	4500
12	150 x 30m	4500	1	60	150 x 30m	4500
13	150 x 30m	4500	1	61	150 x 30m	4500
14	150 x 30m	4500	1	62	150 x 30m	4500
15	150 x 30m	4500	1	63	150 x 30m	4500
16	150 x 30m	4500	1	64	150 x 30m	4500
17	150 x 30m	4500	1	65	150 x 30m	4500
18	150 x 30m	4500	1	66	150 x 30m	4500
19	150 x 30m	4500	1	67	150 x 30m	4500
20	150 x 30m	4500	1	68	150 x 30m	4500
21	150 x 30m	4500	1	69	150 x 30m	4500
22	150 x 30m	4500	1	70	150 x 30m	4500
23	150 x 30m	4500	1	71	150 x 30m	4500
24	150 x 30m	4500	1	72	150 x 30m	4500
25	150 x 30m	4500	1	73	150 x 30m	4500
26	150 x 30m	4500	1	74	150 x 30m	4500
27	150 x 30m	4500	1	75	150 x 30m	4500
28	150 x 30m	4500	1	76	150 x 30m	4500
29	150 x 30m	4500	1	77	150 x 30m	4500
30	150 x 30m	4500	1	78	150 x 30m	4500
31	150 x 30m	4500	1	79	150 x 30m	4500
32	150 x 30m	4500	1	80	150 x 30m	4500
33	150 x 30m	4500	1	81	150 x 30m	4500
34	150 x 30m	4500	1	82	150 x 30m	4500
35	150 x 30m	4500	1	83	150 x 30m	4500
36	150 x 30m	4500	1	84	150 x 30m	4500
37	150 x 30m	4500	1	85	150 x 30m	4500
38	150 x 30m	4500	1	86	150 x 30m	4500
39	150 x 30m	4500	1	87	150 x 30m	4500
40	150 x 30m	4500	1	88	150 x 30m	4500
41	150 x 30m	4500	1	89	150 x 30m	4500
42	150 x 30m	4500	1	90	150 x 30m	4500
43	150 x 30m	4500	1	91	150 x 30m	4500
44	150 x 30m	4500	1	92	150 x 30m	4500
45	150 x 30m	4500	1	93	150 x 30m	4500
46	150 x 30m	4500	1	94	150 x 30m	4500
47	150 x 30m	4500	1	95	150 x 30m	4500
48	150 x 30m	4500	1	96	150 x 30m	4500
49	150 x 30m	4500	1	97	150 x 30m	4500
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67	150 x 30m	4500	1	115	150 x 30m	4500
68	150 x 30m	4500	1	116	150 x 30m	4500
69	150 x 30m	4500	1	117	150 x 30m	4500
70	150 x 30m	4500	1	118	150 x 30m	4500
71	150 x 30m	4500	1	119	150 x 30m	4500
72	150 x 30m	4500	1	120	150 x 30m	4500
73	150 x 30m	4500	1	121	150 x 30m	4500
74	150 x 30m	4500	1	122	150 x 30m	4500
75	150 x 30m	4500	1	123	150 x 30m	4500
76	150 x 30m	4500	1	124	150 x 30m	4500
77	150 x 30m	4500	1	125	150 x 30m	4500
78	150 x 30m	4500	1	126	150 x 30m	4500
79	150 x 30m	4500	1	127	150 x 30m	4500
80	150 x 30m	4500	1	128	150 x 30m	4500
81	150 x 30m	4500	1	129	150 x 30m	4500
82	150 x 30m	4500	1	130	150 x 30m	4500
83	150 x 30m	4500	1	131	150 x 30m	4500
84	150 x 30m	4500	1	132	150 x 30m	4500
85	150 x 30m	4500	1	133	150 x 30m	4500
86	150 x 30m	4500	1	134	150 x 30m	4500
87	150 x 30m	4500	1	135	150 x 30m	4500
88	150 x 30m	4500	1	136	150 x 30m	4500
89	150 x 30m	4500	1	137	150 x 30m	4500
90	150 x 30m	4500	1	138	150 x 30m	4500
91	150 x 30m	4500	1	139	150 x 30m	4500
92	150 x 30m	4500	1	140	150 x 30m	4500
93	150 x 30m	4500	1	141	150 x 30m	4500
94	150 x 30m	4500	1	142	150 x 30m	4500
95	150 x 30m	4500	1	143	150 x 30m	4500
96	150 x 30m	4500	1	144	150 x 30m	4500
97	150 x 30m	4500	1	145	150 x 30m	4500
98	150 x 30m	4500	1	146	150 x 30m	4500
99	150 x 30m	4500	1	147	150 x 30m	4500
100	150 x 30m	4500	1	148	150 x 30m	4500
101	150 x 30m	4500	1	149	150 x 30m	4500
102	150 x 30m	4500	1	150	150 x 30m	4500
103	150 x 30m	4500	1	151	150 x 30m	4500
104	150 x 30m	4500	1	152	150 x 30m	4500
105	150 x 30m	4500	1	153	150 x 30m	4500
106	150 x 30m	4500	1	154	150 x 30m	4500
107	150 x 30m	4500	1	155	150 x 30m	4500
108	150 x 30m	4500	1	156	150 x 30m	4500
109	150 x 30m	4500	1	157	150 x 30m	4500
110	150 x 30m	4500	1	158	150 x 30m	4500
111	150 x 30m	4500	1	159	150 x 30m	4500
112	150 x 30m	4500	1	160	150 x 30m	4500
113	150 x 30m	4500	1	161	150 x 30m	4500
114	150 x 30m	4500	1	162	150 x 30m	4500
115	150 x 30m	4500	1	163	150 x 30m	4500
116	150 x 30m	4500	1	164	150 x 30m	4500
117	150 x 30m	4500	1	165	150 x 30m	4500
118	150 x 30m	4500	1	166	150 x 30m	4500
119	150 x 30m	4500	1	167	150 x 30m	4500
120	150 x 30m	4500	1	168	150 x 30m	4500
121	150 x 30m	4500	1	169	150 x 30m	4500
122	150 x 30m	4500	1	170	150 x 30m	4500
123	150 x 30m	4500	1	171	150 x 30m	4500
124	150 x 30m	4500	1	172	150 x 30m	4500
125	150 x 30m	4500	1	173	150 x 30m	4500
126	150 x 30m	4500	1	174	150 x 30m	4500
127	150 x 30m	4500	1	175	150 x 30m	4500
128	150 x 30m	4500	1	176	150 x 30m	4500
129	150 x 30m	4500	1	177	150 x 30m	4500
130	150 x 30m	4500	1	178	150 x 30m	4500
131	150 x 30m	4500	1	179	150 x 30m	4500
132	150 x 30m	4500	1	180	150 x 30m	4500
133	150 x 30m	4500	1	181	150 x 30m	4500
134	150 x 30m	4500	1	182	150 x 30m	4500
135	150 x 30m	4500	1	183	150 x 30m	4500
136	150 x 30m	4500	1	184	150 x 30m	4500
137	150 x 30m	4500	1	185	150 x 30m	4500
138	150 x 30m	4500	1	186	150 x 30m	4500
139	150 x 30m	4500	1	187	150 x 30m	4500
140	150 x 30m	4500	1	188	150 x 30m	4500
141	150 x 30m	4500	1	189	150 x 30m	4500
142	150 x 30m	4500	1	190	150 x 30m	4500
143	150 x 30m	4500	1	191	150 x 30m	4500
144	150 x 30m	4500	1	192	150 x 30m	4500
145	150 x 30m	4500	1	193	150 x 30m	4500
146	150 x 30m	4500	1	194	150 x 30m	4500
147	150 x 30m	4500	1	195	150 x 30m	4500
148	150 x 30m	4500	1	196	150 x 30m	4500
149	150 x 30m	4500	1	197	150 x 30m	4500
150	150 x 30m	4500	1	198	150 x 30m	4500
151	150 x 30m	4500	1	199	150 x 30m	4500
152	150 x 30m	4500	1	200	150 x 30m	4500
153	150 x 30m	4500	1	201	150 x 30m	4500
154	150 x 30m	4500	1	202	150 x 30m	4500
155	150 x 30m	4500	1	203	150 x 30m	4500
156	150 x 30m	4500	1	204	150 x 30m	4500
157	150 x 30m	4500	1	205	150 x 30m	4500
158	150 x 30m	4500	1	206	150 x 30m	4500
159	150 x 30m	4500	1	207	150 x 30m	4500
160	150 x 30m	4500	1	208	150 x 30m	4500
161	150 x 30m	4500	1	209	150 x 30m	4500
162	150 x 30m	4500	1	210	150 x 30m	4500
163	150 x 30m	4500	1	211	150 x 30m	4500
164	150 x 30m	4500	1	212	150 x 30m	4500
165	150 x 30m	4500	1	213	150 x 30m	4500
166	150 x 30m	4500	1	214	150 x 30m	4500
167	150 x 30m	4500	1	215	150 x 30m	4500
168	150 x 30m	4500	1	216	150 x 30m	4500
169	150 x 30m	4500	1	217	150 x 30m	4500
170	150 x 30m	4500	1	218	150 x 30m	4500
171	150 x 30m	4500	1			

Our ref: PA2012/3840/6

20 August 2019

Kennelly Planning and Development
PO Box 186
HAMPTON VIC 3188

Dear Brendan,

Planning Permit - Amendment

No. PA2012/3840/6

**Land: LOT: 4 LP: 6069 V/F: 7659/121, 87-193 Davis Road
DIGGERS REST**

**Proposal: Amendment to permit to replace conditions 64-73
inclusive with Western Water's standard suite of
conditions for a multi lot staged residential
subdivision**

I refer to your letter dated 1 August 2019 requesting an amendment
to the above planning permit.

I wish to advise that the permit has now been amended as requested
and a copy is enclosed.

Please note you must comply with the conditions of the permit at all
times in order for the approval to remain valid.

Yours sincerely,



**Kari Nithianandarajah
Planning Assistant**

Encl.

A thriving community
where everyone belongs

Civic Centre
232 High Street
Melton VIC 3337

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

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

Postal Address
PO Box 21
Melton VIC 3337

☎ 03 9747 7200
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📘 cityofmelton

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ABN 22 862 073 889





Melton City Council
Civic Centre
232 High Street
MELTON VIC 3337

PO Box 21
MELTON VIC 3337

Phone 9747 7200
Fax 9743 9970

PLANNING

Permit No:
Planning Scheme:
Responsible Authority:

PA2012/3840/6 (Amended)
Melton Planning Scheme
Melton City Council

PERMIT (Amended)

ADDRESS OF THE LAND:

LOT: 4 LP: 6069 V/F: 7659/121, 87-193 Davis Road DIGGERS REST

THE PERMIT ALLOWS:

Amendment to permit to replace conditions 64-73 inclusive with Western Water's standard suite of conditions for a multi lot staged residential subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans

1. Prior to the Certification of the Plan of Subdivision under the Subdivision Act 1988 for the first stage of the subdivision, amended plans must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three (3) copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) The lot & street layout within the non-government school site deleted.
 - b) The non-government school site to be shown as a single lot.
 - c) The roundabout on the north-south connector street moved to the south, to create an additional road link to the property to the east of the site, in accordance with the indicative plan dated 26 September 2013.
 - d) A pedestrian link with a minimum width of 10m on the eastern boundary of the site, located generally in accordance with the indicative plan dated 26 September 2013.
2. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Housing and Design Guidelines

3. Prior to the Statement of Compliance of the Plan of Subdivision for the first stage under the Subdivision Act 1988, amended Housing Design Guidelines must be prepared to the satisfaction of the Responsible Authority in accordance with the Diggers Rest Precinct Structure Plan, consistent with the Guidelines submitted in June 2013, but amended to include the following:

Page 1 of 22

Date Issued: 29 October 2013
Amended: 11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**



Planning Permit Continued

- a) Specific requirements for lots with direct frontage to the linear open space.
- b) Clarification in section 2.2 on the further subdivision of land.
- c) Further details in section 4.2 on fencing materials.
- d) A section specifically on the requirements for small lots (<300sqm).

Once approved, the Housing and Design Guidelines must be applied as a restriction on the Plan of Subdivision or through an agreement made under Section 173 of the Planning and Environment Act 1987 that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for the first stage.

4. Prior to the certification of Stage 5, specific Housing Design Guidelines for Stage 5 must be submitted to and approved by the responsible authority that details the preferred design outcomes of the north-west precinct of Stage 5. Once approved, the design guidelines will form part of the planning permit and supersede any previous versions.

Small Lot Housing Code

5. The Small Lot Housing Code incorporated into the Melton Planning Scheme is endorsed under this planning permit.
6. The Small Lot Housing Code must be shown as a restriction (on a plan of subdivision certified under the Subdivision Act 1988) that is recorded on the register under the Transfer of Land Act 1958 in relation to an allotment that is less than 300 square metres in area ensuring that:
 - a) The Small Lot Housing Code to apply to each lot.
 - b) All buildings to conform to the Small Lot Housing Code on the relevant lot; and
 - c) The Small Lot Housing Code to cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of a dwelling on the land
7. Prior to the Certification of a Plan of Subdivision for each stage, a plan must be submitted and approved by the Responsible Authority that identifies lots within that stage that are less than 300sqm and to which the Small Lot Housing Code applies, and identifies each lot as either type a or b under to the Code, to the satisfaction of the Responsible Authority.

Public Infrastructure Plan

8. Prior to Certification of the first stage of subdivision under the Subdivision Act 1988, a revised Public Infrastructure Plan (PIP) must be submitted to and endorsed by the Responsible Authority. It must be consistent with the PIP submitted with the application

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

but amended as follows:

- a) One plan that identifies all DCP projects that will be delivered as part of this development, and includes the following:
 - i. DCP construction projects including timing triggers.
 - ii. The construction of Diggers Rest DCP (dated March 2012, or as amended), projects IT06, RD01 and IT01.
9. Prior to the issue of a Statement of Compliance, for the first stage of development, or such other time which is agreed, the owner must enter into an agreement, or agreements, under Section 173 of the Act which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan. Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act. The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.
10. Prior to the issue of a Statement of Compliance, for the first stage of the development, or such other time which is agreed, a dealing number for the registration of the Section 173 Agreement must be provided to the Responsible Authority.
11. Prior to the Certification of the Plan of Subdivision for each stage, the following must be submitted to and approved by the Responsible Authority, for each project identified to be provided as works in kind in that stage on the endorsed Public Infrastructure Plan:
 - a) Detailed dimensions and list of all elements to be provided; and
 - b) Completed cost sheets.

Landscaping

12. Prior the Certification of the Plan of Subdivision under the Subdivision Act 1988 for Stage 1 of the subdivision, an amended landscape master plan for the development must be submitted to and endorsed by the Responsible Authority. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with the concept plan endorsed under condition 1, and include:
 - a) A survey (including location, size and botanical name) of all existing vegetation on the land.
 - b) Vegetation that is approved to be retained removed and / or lopped.
 - c) Any landscaping theme and graphical concept to be developed.
 - d) A planting palette identifying the species to be used for street tree planting in various stages of the subdivision.
 - e) The areas which will be available for landscaping.

Page 3 of 22

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

- f) Entrance treatments/themes.
 - g) The general layout of street tree and reserve planting.
 - h) The style and location of fencing including street, walkway and open space reserve fencing.
 - i) How any landscape requirements or guidelines within the Precinct Structure Plan are to be implemented.
 - j) A 3m wide shared path on both sides of the linear reserve.
13. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority. The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:
- a) New plantings including their layout to be provided in any road reserves and municipal reserves.
 - b) A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
 - c) The proposed layout, materials and finishes paths, areas of pavement, playgrounds, play items, structures and street furniture.
 - d) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - e) Additional supporting information, such as certified structural designs or building forms.
 - f) The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.
 - g) All proposed street-tree planting using semi advanced trees, with minimum container size of 45 litres.
 - h) The type of fencing proposed where lots directly abut a reserve.
 - i) The implementation of any landscape principles and guidelines contained in the Precinct Structure Plan
14. The landscaping works shown on the approved landscape plan for any stage must be carried out and completed to the satisfaction of the Responsible Authority prior to the issue of a Statement of Compliance for that stage or any other time agreed in writing by the responsible authority.
15. The landscaping (except for grass in nature strips) shown on any endorsed landscape plan must be maintained to the satisfaction of the Responsible Authority for a period of two (2) years from the practical completion of the landscaping. During this period, any dead, diseased or damaged plants or landscaped areas are to be repaired or

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.

Engineering

16. Prior to the issue of Statement of Compliance for the stage five of the development, Davis Road must be designed and constructed in accordance with figure 7 in the Diggers Rest PSP, from Vineyard Road to the western extent of this development to urban standards, to the extent of the existing northern boundary of the road reserve, to the satisfaction of the Responsible Authority.
17. Aerial services in Davis Road and Calder Freeway on-ramp from the western extent of this development to Vineyard Road must be relocated underground prior to the completion of construction of this section of Davis Road to the satisfaction of the Responsible Authority.
18. Prior to the lodgement of engineering construction plans, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
 - a) A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, speed control and traffic management devices to be incorporated into the development.
 - b) A drainage management strategy detailing catchments both internal and external to the development, 1 percent AEP flow paths and flow volumes for the entire development. This strategy must include permanent on-site stormwater quality improvement measures.
 - c) A mobility plan detailing pedestrian access, bike/hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
 - d) Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
 - e) Details of tree protection zones (TPZs) for all trees to be retained.
 - f) All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
 - g) Identification of all trees to be removed from the site.
19. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority. Before any roads/drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The construction plans will not be considered until the functional layout plan(s) has been approved by the Responsible Authority and

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

landscape plans submitted, the plan of subdivision has been lodged for certification with the Responsible Authority and the location of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the construction plans will be endorsed and will then form part of the permit. The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided. The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and lodged plan of subdivision.
- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends and intersections to be a minimum of that provided at the mid block.
- i) Priority intersection treatments shall be provided at intersections, 90-degree bends and at standard "T" intersections. The priority intersection treatment shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island on the minor road.
- j) Low profile splitter island, solid white centreline pavement marking and RRPM's on all 90-degree bends on all through roads.
- k) Traffic calming treatments must be constructed in appropriate locations on local roads having a length greater than 250m.
- l) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- m) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- n) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.

Page 6 of 22

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

- o) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- p) Provision of pits and conduits associated with the National Broadband Network.
- q) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.
- r) The street lighting shall be designed in accordance with AS 1158 and Council's current Public Lighting policy. The lighting category shall be sought from Council.
- s) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act and be to the satisfaction of the Responsible Authority.
- t) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- u) Provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- v) The location and provision of vehicle exclusion mechanisms abutting reserves.
- w) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- x) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- y) Provision for the utilisation of any surplus topsoil from this stage.
- z) Permanent survey marks.
- aa) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
- bb) Details in relation to all filling on the site that must be compacted to specification approved by the Responsible Authority.
- cc) The relocation underground of all existing aerial services, on the services layout plan.
- dd) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

Drainage

- ee) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority
- ff) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
- gg) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
 - 80% retention of the typical annual load of total suspended solids
 - 45% retention of the typical annual load of total phosphorus; and

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

- 45% retention of the typical annual load of total nitrogen.
 - hh) Each lot shall be provided one drainage discharge point.
 - ii) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood level of the water course or water body.
 - jj) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 flooding.
 - kk) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.
20. Prior to the commencement of the defects liability period the following must be submitted to the satisfaction of the Responsible Authority:
- a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD (2000). The digital files must have a naming convention to enable identification of Council assets listed.
 - b) A list of asset quantities which include the following Council assets;
 - Total length of Roads, Footpath, Kerb and Channel,
 - Total number of Bridges, WSUD features, Traffic calming devices,
 - Total length of pipe and number of pits for Drainage & Telecommunications,
 - Total number of streetlights.
 - c) Asset information in digital format to include data as per "A-Spec" (the Consultant /Developer Specifications for the delivery of drainage data to Local Governments).

Construction

21. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. The plan will be endorsed and will then form part of this permit. The Construction Management Plan must include, but not limited to the following:
- a) Proposed working hours;
 - b) Haulage routes to the site;
 - c) Methods of dust suppression;
 - d) Sediment control and gross pollutant management;
 - e) Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
 - f) Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);
 - g) Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
 - h) Vehicle exclusion areas; and
 - i) Weed management measures to be undertaken during and post construction.

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Planning Permit Continued

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free.
- All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas.
- Contractors working on the site to be inducted into an environmental management program for construction work.
- Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.

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

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

Development Infrastructure

23. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.

24. Prior to the Certification of the Plan of Subdivision under the Subdivision Act 1988 for each stage of the subdivision, a Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must show the amount of development contributions payable for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.

General Conditions

25. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.

26. Prior to the commencement of any works, temporary fencing must be erected around the extent of the Heritage Overlay. The fencing must be maintained to the satisfaction of the Responsible Authority.

27. The Conservation Management Plan titled 'House, 2 – 180 Davis Road, Diggers Rest'

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

and dated 24 June 2013, is endorsed under this permit, and must be complied with at all times to the satisfaction of the Responsible Authority.

28. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
29. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.
30. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authorities in accordance with Section 8 of that Act.
31. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the Subdivision Act 1988.
32. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
 - a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision; and
 - b) A clear A3-sized photocopy of the Title Office approved Plan of Subdivision.
33. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.
34. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Diggers Rest Precinct Structure Plan.
35. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
36. Land required for public open space as a Local or District Park as set out in the Diggers Rest Precinct Structure Plan or the Diggers Rest Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Diggers Rest Development Contributions Plan.

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

37. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Diggers Rest Development Contributions Plan.
38. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant person or body.
39. Prior to the commencement of any on site works associated within the subdivision other than bore holes and excavation associated with an Environmental Site Assessment, an Environmental Site Assessment of the land by a suitably qualified environmental professional must be undertaken which provides information including:
 - a) Details of the nature of the previous and existing land/use activities on the land;
 - b) An assessment of the potential level and nature of contamination on the land;
 - c) Clear advice on whether the environmental condition of the land is suitable for the proposed use/s and whether an environmental audit of all, or part, of the land is recommended having regards to the Potentially Contaminated Land General Practice Note June 2005, DSE.

If the environmental site assessment recommends an environmental audit of all or part of the land be undertaken, then prior to the commencement of any use of all or that part of the land as the case may be for a sensitive purpose, the following must be provided to the Responsible Authority in respect of that part of the land which is recommended for the environmental audit:

- a) Either:
 - A certificate of environmental audit issued for the relevant land in accordance with Part 1XD of the Environmental Protection Act 1970; or
 - A statement by an environmental auditor appointed under the Environmental Protection Act 1970, in accordance with Part 1XD of that Act that the environmental conditions of the relevant land are suitable for a sensitive use (with or without conditions on the use of the site) must be provided to the Responsible Authority before any building on the relevant land is occupied.
- b) If a statement by the environmental auditor is provided rather than a certificate of environmental audit and the statement indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 before any building on the relevant land is occupier for:
 - Ongoing compliance with all conditions in the Statement by the Environmental Auditor;

Page 11 of 22

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to read "Rogelmu".



Planning Permit Continued

- The Responsible Authority's legal costs and expenses of drafting/reviewing and registering the agreement are to be borne by the owner of the relevant land.
40. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.
41. Any requirement or conditions set out in the Diggers Rest Precinct Structure Plan and the Diggers Rest Native Vegetation Precinct Plan are implemented as part of the planning permit or the plan endorsed under this permit.

Environment

42. Prior to the commencement of any works in a stage of subdivision of land, an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Sustainability and Environment. The plan must include:
- a) Strategies (i.e. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and action to respond to their containment in an area with no reasonable likelihood of their continued safe existence.
43. The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:
- a) Proceeding the order of stages as shown on the plan; and
 - b) Implementing the management solutions and actions of the Plan;
- All to the satisfaction of the Department of Sustainability and Environment and the Responsible Authority.
44. Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of the Secretary of the Department of Sustainability and Environment.
45. The specifications and requirements contained in the documents known as:
- a) The Salvage and Translocation of Striped Legless Lizard in the Urban Growth



Planning Permit Continued

- Areas of Melbourne: Strategic Approach (DSE 2011); and
- b) Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011)

Must be complied with to the satisfaction of the Secretary of the Department of Sustainability and Environment

- 46. Before the removal, destruction or lopping of any native vegetation within any property the owner of the land from which the native vegetation is being removed must provide offsets by either:
 - a) Providing an allocated credit extract issued by the Department of Sustainability and Environment; or
 - b) Preparing and submitting an Offset Plan to the satisfaction of the Department of Sustainability and Environment for the approval of the Responsible Authority. The Offset Plan must be approved prior to removal, destruction or lopping of native vegetation.
- 47. Where an Offset Plan is required:
 - a) Before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on title security for the Offset Site to the satisfaction of DSE that provides for the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement.
 - b) Offsets must be initiated before the removal of High Conservation Significance Vegetation and be implemented according to the schedule of works in the Offset Plan to the satisfaction of the Responsible Authority.
- 48. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Striped Legless Lizard habitat on the land must be provided to the satisfaction of DSE.
- 49. Prior to the removal of any native vegetation a contributory fee for Spiny Rice-flower must be provided to the satisfaction of DSE
- 50. Before felling any trees with nest or hollows, the tree must be examined for fauna by suitably qualified zoologist. If native fauna species are found, they must be salvaged and relocated where possible, to the nearest suitable habitat, in consultation with DSE.
- 51. Any construction stockpiles and machinery must be placed away from drainage lines to the satisfaction of the Responsible Authority
- 52. Weeds as referred to in Department of Sustainability and Environment Advisory list of

Page 13 of 22

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to read "Rogelmu".



Planning Permit Continued

environmental weeds of the Inland Plains Bioregions of Victoria, May 2009 must not be planted on the subject land.

53. Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
54. All noxious weeds must be controlled. Any weed infestation resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
55. No native vegetation other than that which is identified for removal in the Diggers Rest Native Vegetation Precinct Plan incorporated into the Melton Planning Scheme may be removed, lopped or destroyed unless in accordance with the relevant provision of the Melton Planning Scheme.

Telecommunications

56. The owner of the land must enter into an agreement with:
 - a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
57. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b) A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Country Fire Authority

Hydrants

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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A handwritten signature in blue ink, appearing to read "Rogelmu", is written over a horizontal line.



Planning Permit Continued

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

Roads

61. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
62. The average grade must be no more than 1 in 7 (14.4%) (8.1%) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.

Tenix

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

Western Water

64. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at the time of payment;
65. Provision of reticulated water and associated construction works to front each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water;
66. Provision of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water;
67. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated sewerage easement;
68. Pursuant to Section 36 of the Subdivision Act, Western Water considers that for the

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

economical and efficient subdivision and servicing of the land covered by the Application for Permit it requires the owner of the land to acquire an easement over other land in the vicinity, namely, any land not owned by the Developer through which a sewerage extension servicing the development is to be located. The easements created shall be in favour of Western Water;

69. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage or water works required.
70. The form of such Agreement shall be to the satisfaction of Western Water. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
71. The key outcomes identified in the Integrated Water Management Plan prepared by Beveridge Williams dated 26 June 2019 (water tanks and passive street tree irrigation) must be implemented to the satisfaction of Western Water and Melton City Council.
72. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:
- Own a metered hydrant approved by Western Water;
 - Meter and pay for all water taken;
 - Display a Western Water Permit Number Sticker on the tanker;
 - Only take water from nominated hydrants or standpipes;
 - Only use water for the purpose approved in the Water Carters Permit;
 - Avoid wastage of water on site; and
 - Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above.

Southern Rural Water

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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Planning Permit Continued

73. The subdivision is to be connected to reticulated water and sewerage infrastructure.
74. All storm water from the proposed development is to be connected to approved infrastructure.
75. Sediment control measures outlined in EPA's publication no 275, Sediment Pollution Control, shall be employed during construction works and maintained until disturbed areas have regenerated.
76. If any works impact on a waterway or groundwater or will include the use of water for construction purposes from a waterway, groundwater, dam, soak or spring, it will be necessary for the proponents to apply to SRW for a licence in accordance with Section 51 Water Act 1989.
77. The construction of works on a waterway (e.g. stormwater retention dam) must be licensed in accordance with Section 67 of the Water Act 1989.

Public Transport Victoria

78. Prior to the issue of a Statement of Compliance for any subdivision stage that abuts Davis Road, the portion of Davis Road abutting the subdivision must be constructed in accordance with 'Figure 7 – Connector Street – Residential with Shared Landscape Trail 31m' cross section on page 26 of the Diggers Rest Precinct Structure Plan in order to accommodate public transport access for buses, to the satisfaction of the Public Transport Victoria.
79. Prior to the issue of a Statement of Compliance for any subdivision stage that contains any portion of the north –south connector street, the portion of the north-south connector street must be constructed in accordance with 'Figure 7 – Connector Street – Residential with Shared Landscape Trail 31m' cross section on page 26 of the Diggers Rest Precinct Structure Plan in order to accommodate public transport access for buses, to the satisfaction of the Public Transport Victoria.
80. Unless otherwise agreed in writing with the Public Transport Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which abuts or contains a bus route, concrete hard stand pads for passengers must be constructed:
 - a) On either side of the road, in locations nominated by Public Transport Victoria;
 - b) Compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002;
 - c) Be provided with direct and safe pedestrian access to a shared / pedestrian path;
 - d) At the full cost to the permit holderTo the satisfaction of the Public Transport Victoria.

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

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Planning Permit Continued

81. Any roundabouts constructed on roads designated as a future public transport route within the subdivision, must be designed to accommodate ultra low floor buses, to the satisfaction of the Public Transport Victoria.
82. Intersections, slow points, splitter islands, and the like must be designed and constructed in accordance with the Public Transport Guidelines for Land Use and Development. The use of speed humps, raised platforms, one-way road narrowing and weave points are not accepted on any portion of the potential bus route.

Melbourne Water

83. Prior to the issue of a Statement of Compliance for the subdivision, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
84. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
85. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
86. Prior to Certification, a stormwater management strategy must be submitted to and approved by Melbourne Water, demonstrating the proposed alignment for any 1 in 5 year and 1 in 10 year drainage infrastructure and any associated overland flow paths directions for the 1 in 100 year ARI flood event. This strategy must also provide details of the outfall/s for the development and calculate the appropriate flow volumes and flood levels for the 100 year ARI storm event and demonstrate how the stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.
87. Prior to Certification, the Plan of Subdivision must show sufficiently sized easements and /or reserves to be created over any proposed Melbourne Water asset to our satisfaction.
88. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.
89. Any temporary outfall for the development is to be arranged to the satisfaction of Melbourne Water, Council and if applicable the affected downstream property

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

owner(s).

90. Ongoing maintenance of any temporary outfalls and works must be undertaken by the developer until such time that the permanent works are constructed.
91. The development must make provision for overland flows from the upstream catchment utilising roads and/or open space.
92. Any road or access way intended to act as a stormwater overland flow path must be design and constructed to comply with the floodway safety criteria either as outlined in Melbourne Water's Land Development Manual.
93. Prior to the issue of a Statement of Compliance, engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event.
94. Prior to the issue of a Statement of Compliance for the subdivision, a Site Management Plan detailing pollution and sediment control measures must be submitted to Melbourne Water.
95. All new lots are to be filled to a minimum of 300mm above the 1 in 100 year ARI flood level associated with an existing or proposed Melbourne Water pipeline /or all new lots are to be filled to a minimum of 600mm above the 1 in 100 year ARI flood level associated with an existing or proposed Melbourne Water wetland, waterway or retarding basin. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
96. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records.
97. Prior to the issue of a Statement of Compliance for the subdivision, a separate application direct to Melbourne Water must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses.

Jemena

98. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Jemena Electricity Networks (Vic) Ltd in accordance with Section 8 of that Act.
99. The applicant shall:

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
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A handwritten signature in blue ink, appearing to read "Rogelmu", is written over a horizontal line.



Planning Permit Continued

- a) Enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Jemena Electricity Networks (Vic) Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
- b) Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and Distribution Authorities to the extent determined by Jemena Electricity Networks (Vic) Ltd.

VicRoads

100. The intersection treatment between Davis Road and Vineyard Road shall be constructed to the satisfaction of the Responsible Authority and VicRoads and at no cost to VicRoads.
101. The Davis Road and Vineyard Road intersection treatment is to be designed and constructed in accordance with the Austroads Guide to 'Traffic Engineering Practice' and VicRoads 'Road Design Guidelines'.
102. Prior to the Certification of the Plan of Subdivision for Precinct 1 the applicant is required to submit:
 - a) A swept path analysis for the appropriate design vehicle for all movements associated with the Davis Road and Vineyard Road intersection including how the largest design vehicle that could be reasonably anticipated to use Davis Road may enter and exit onto Vineyard Road, to the satisfaction of the Austroads Guidelines.
 - b) Submit Functional Layout Plans to the satisfaction of the Responsible Authority and VicRoads for approval prior to the commencement of works. The functional plans must be to scale and show the proposed intersection treatment between Davis Road and Vineyard Road. The plans must include features such as pavement, kerb/shoulders, line markings, power poles, trees, signage and other road furniture within 100 metres of the proposed access point.
103. Prior to the issuance of the Statement of Compliance for Precinct 1, the intersection treatment of Davis Road and Vineyard Road should be fully operational to the satisfaction of VicRoads and the Responsible Authority.
104. Appropriate signage, line marking and/or pavement marking shall be designed and installed in accordance with VicRoads Traffic Engineering Manual – Volume 2 Signage and Markings (December 2001) to the satisfaction of and at no cost to VicRoads.
105. The applicant shall install street lighting in accordance with VicRoads Lighting of

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

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Planning Permit Continued

Arterial Roads Policy. The applicant is required to fund all works associated with the installation of the street lighting, plus a 10 year maintenance cost at current approved charges.

106. At no cost to VicRoads and the Responsible Authority, the developer is responsible for the relocation of any road furniture and other services that may be required in this work.
107. Any works associated with the proposed development shall be performed at no cost to VicRoads.

Expiry

This permit will expire if:

- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within three months afterwards.

Notes:

- I. Worksite Traffic Management is to be in accordance with the 'Road Management Act 2004 – Worksite Safety Traffic Management – Code of Practice' as AS 1742.3 – 2009 Part 3, Traffic Control Devices for Works on Roads. If traffic congestion becomes excessive at any time, the contractor must undertake measures to ease congestion.
- II. A traffic management plan is to be submitted to VicRoads for its consideration at least 14 days prior to the commencement of works on the site. No traffic management devices are to be erected on Vineyard Road until VicRoads issues authorisation for the erection of those devices in accordance with the traffic management plan.
- III. Where the land is to be developed in stages, the above conditions will, in general, apply to any subsequent stage of the estate development. However, as any future stages of the development will be connected to Western Water's water supply and sewerage systems independently of this stage, Western Water reserves the right to revise any conditions applicable to any subsequent stages lodged.
- IV. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting

Page 21 of 22

Date Issued: 29 October 2013
11 April 2018
18 December 2018
23 April 2019
20 August 2019

**Signature of the
Responsible Authority:**

A handwritten signature in blue ink, appearing to read "Rogelmu".



Planning Permit Continued

Melbourne Water's reference 217553.

- V. The land to which this permit applies is identified in the Melton Planning Scheme as containing a stone resource which has the potential to support extractive industry in the future. Extractive industry operations can generate ground and air vibration, dust, noise, traffic and changes to the topography and landscape. Should you require any additional information please contact DPI on 136 186.

This permit has been amended as follows:

Date of amendment	Brief description of amendment
11 April 2018	Amend condition 3 of the permit to delay approval Design Guidelines from Certification to Statement of Compliance of the first stage.
18 December 2018	A typographical correction of the date of issue from 29 March 2013 to the correct date of 29 October 2013
18 December 2018	A new condition added as Condition 4. Prior to the certification of Stage 5, specific Housing Design Guidelines for Stage 5 must be submitted to and approved by the responsible authority that details the preferred design outcomes of the north-west precinct of Stage 5. Once approved the design guidelines will form part of the planning permit and supersede any previous versions.
23 April 2019	Amend condition 16 of the permit to allow for the construction of Davis Rad to be pushed out to Stage 5 instead of doing it at Stage 1
20 August 2019	Conditions 64-73 inclusive have been deleted at the direction of Western Water and have been replaced by Western Water's standard suite of conditions. The remaining conditions have been renumbered accordingly.

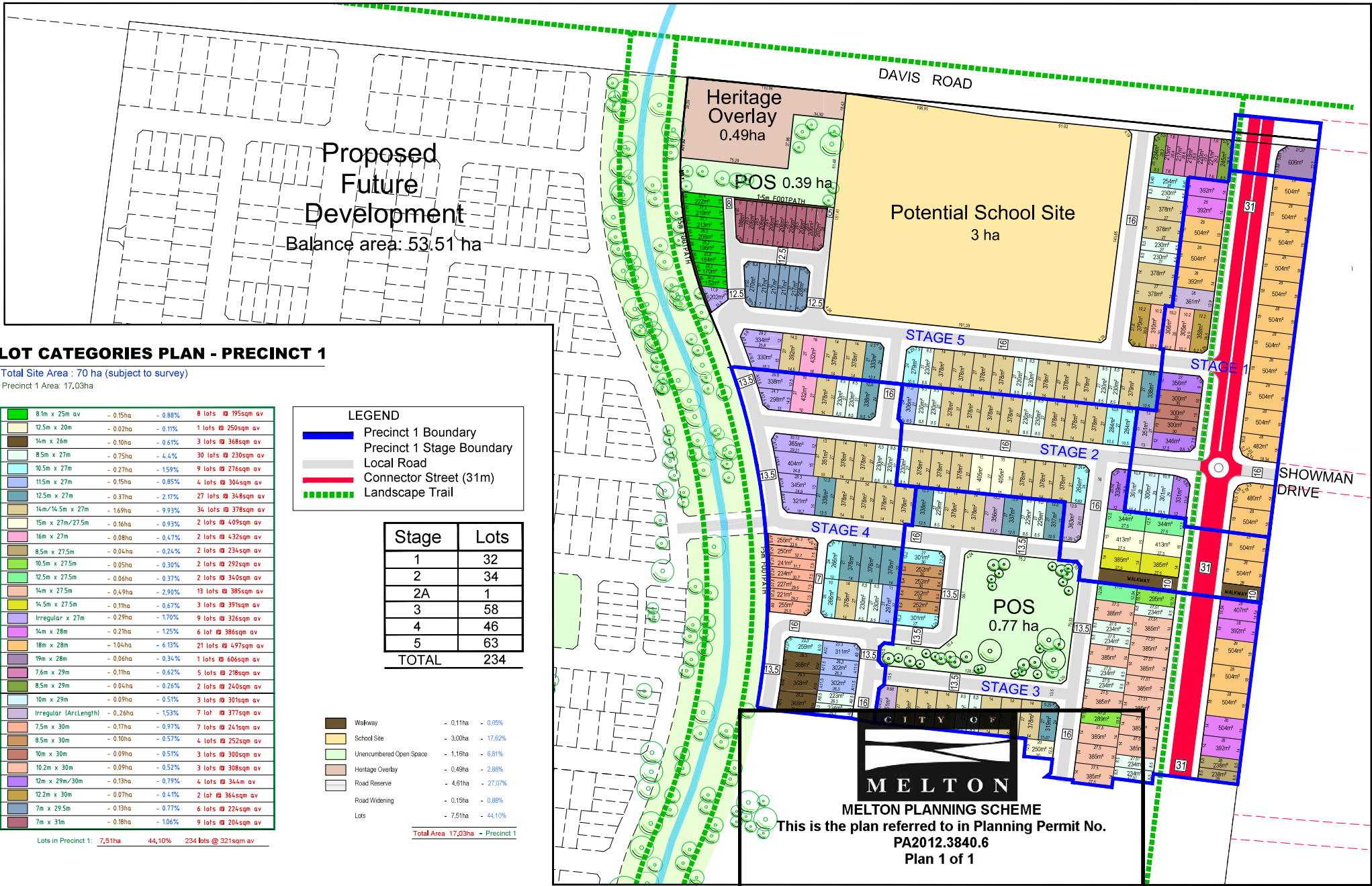
Expiry note

This permit was extended 19 September 2017 and stage 1 must now be certified by 29 October 2019 and the last stage must now be certified before 29 October 2029.

Date Issued: 29 October 2013
 11 April 2018
 18 December 2018
 23 April 2019
 20 August 2019

Signature of the Responsible Authority:

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LOT CATEGORIES PLAN - PRECINCT 1

Total Site Area : 70 ha (subject to survey)
Precinct 1 Area: 17.03ha

8.1m x 25m av	- 0.15ha	- 0.88%	8 lots @ 195sqm av
12.5m x 20m	- 0.02ha	- 0.11%	1 lots @ 250sqm av
14m x 26m	- 0.10ha	- 0.61%	3 lots @ 368sqm av
8.5m x 27m	- 0.75ha	- 4.4%	30 lots @ 230sqm av
10.5m x 27m	- 0.27ha	- 1.59%	9 lots @ 276sqm av
11.5m x 27m	- 0.15ha	- 0.85%	4 lots @ 304sqm av
12.5m x 27m	- 0.37ha	- 2.17%	27 lots @ 348sqm av
14m/14.5m x 27m	- 1.69ha	- 9.93%	34 lots @ 378sqm av
15m x 27m/27.5m	- 0.16ha	- 0.93%	2 lots @ 409sqm av
16m x 27m	- 0.08ha	- 0.47%	2 lots @ 432sqm av
8.5m x 27.5m	- 0.04ha	- 0.24%	2 lots @ 234sqm av
10.5m x 27.5m	- 0.05ha	- 0.30%	2 lots @ 292sqm av
12.5m x 27.5m	- 0.06ha	- 0.37%	2 lots @ 340sqm av
14m x 27.5m	- 0.49ha	- 2.90%	13 lots @ 385sqm av
14.5m x 27.5m	- 0.11ha	- 0.67%	3 lots @ 391sqm av
Irregular x 27m	- 0.29ha	- 1.70%	9 lots @ 326sqm av
14m x 28m	- 0.21ha	- 1.25%	6 lots @ 386sqm av
18m x 28m	- 1.04ha	- 6.13%	21 lots @ 497sqm av
19m x 28m	- 0.06ha	- 0.34%	1 lots @ 606sqm av
7.6m x 29m	- 0.11ha	- 0.62%	5 lots @ 218sqm av
8.5m x 29m	- 0.04ha	- 0.26%	2 lots @ 240sqm av
10m x 29m	- 0.09ha	- 0.51%	3 lots @ 301sqm av
Irregular (ArcLength)	- 0.26ha	- 1.53%	7 lots @ 377sqm av
7.5m x 30m	- 0.11ha	- 0.97%	7 lots @ 241sqm av
8.5m x 30m	- 0.10ha	- 0.57%	4 lots @ 252sqm av
10m x 30m	- 0.09ha	- 0.51%	3 lots @ 308sqm av
10.2m x 30m	- 0.09ha	- 0.52%	3 lots @ 308sqm av
12m x 29m/30m	- 0.13ha	- 0.79%	4 lots @ 344m av
12.2m x 30m	- 0.07ha	- 0.41%	2 lots @ 364sqm av
7m x 29.5m	- 0.13ha	- 0.77%	6 lots @ 224sqm av
7m x 31m	- 0.18ha	- 1.06%	9 lots @ 204sqm av

Lots in Precinct 1: 7,51ha 44.10% 234 lots @ 321sqm av

LEGEND

- Precinct 1 Boundary
- Precinct 1 Stage Boundary
- Local Road
- Connector Street (31m)
- Landscape Trail

Stage	Lots
1	32
2	34
2A	1
3	58
4	46
5	63
TOTAL	234

Walkway	- 0.11ha	- 0.65%
School Site	- 3.00ha	- 17.62%
Unnumbered Open Space	- 1.16ha	- 6.81%
Heritage Overlay	- 0.49ha	- 2.88%
Road Reserve	- 4.61ha	- 27.07%
Road Widening	- 0.15ha	- 0.88%
Lots	- 7.51ha	- 44.10%

Total Area 17.03ha - Precinct 1

MELTON
MELTON PLANNING SCHEME
 This is the plan referred to in Planning Permit No.
PA2012.3840.6
 Plan 1 of 1

Karan Bangerla
 Signature for Responsible Authority
 87-193 DAVIS ROAD
 DICCCERS REST
 Date 4/10/2014
 Urban Investment & Development Pty Ltd



THESE PLANS MUST BE USED IN CONJUNCTION WITH SPECIFICATIONS PREPARED BY WBCM PTY. LTD.

REV	AMENDMENT	DATE	APP / DRN
A	PLANNING ISSUE	13.06.13	R.M./A.P.S.
B	COULICE AMENDMENTS	22.06.13	R.M./A.P.S.
C	STAGING ALTERED	23.06.14	R.M./M.F.C.
D	LOTS ADDED	26.07.18	A.T./B.M.
E	LOTS BOUNDARIES REVISD	31.07.18	S.M./N.T.
F	WALKWAYS & 1.5M FOOTPATH ADDED	27.08.18	S.M./N.T.
G	STAGINGS REVISED	30.01.19	S.M./N.T.
H	LOTS ADJUSTED TO STAGE 4 & 5	06.03.21	S.M./N.T.

PROJECT	DETAILS	DATUM (A.M.D.)	APPROVED
MELTON PLANNING SCHEME	LOT CATEGORIES PLAN PRECINCT 1	A.P.S.	CHECKED R.M.
MUNICIPALITY	SHIRE OF MELTON	DRAWN	DATE August 2015

Beveridge Williams
 development & environment consultants
 1 Glenferrie Road
 Malvern VIC 3144
 ph: 03 9524 8888
 www.beveridgewilliams.com.au
 wbcmgroupp

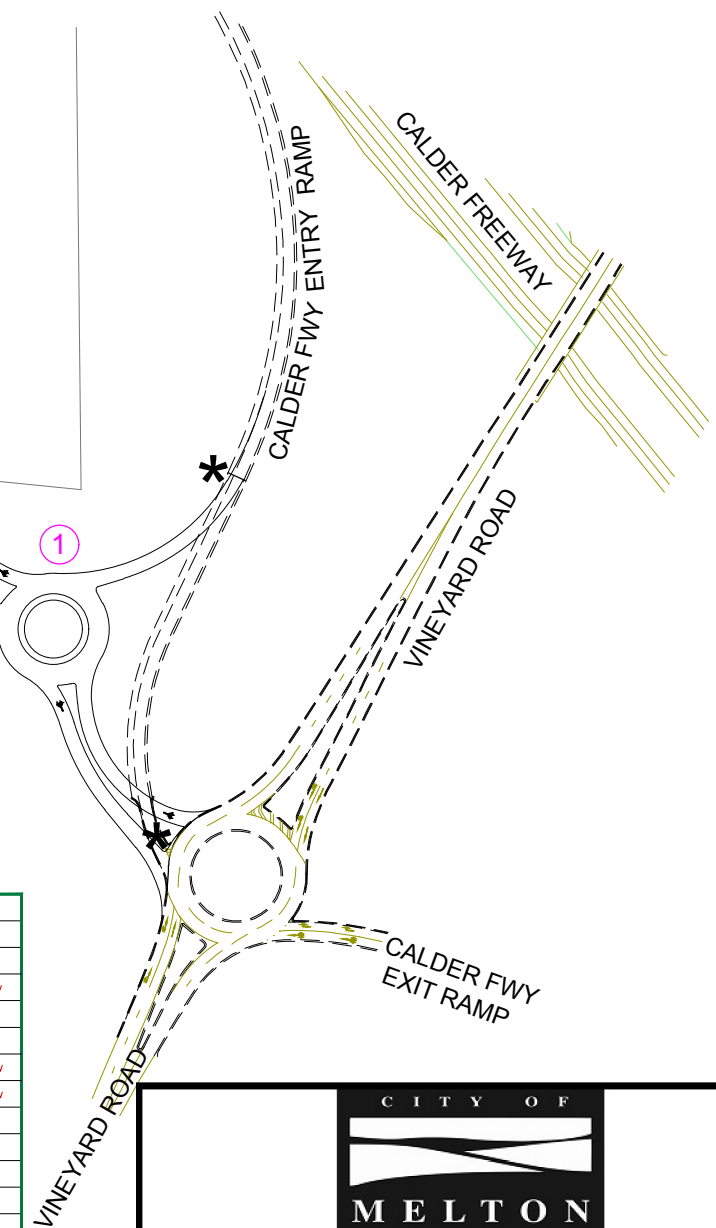
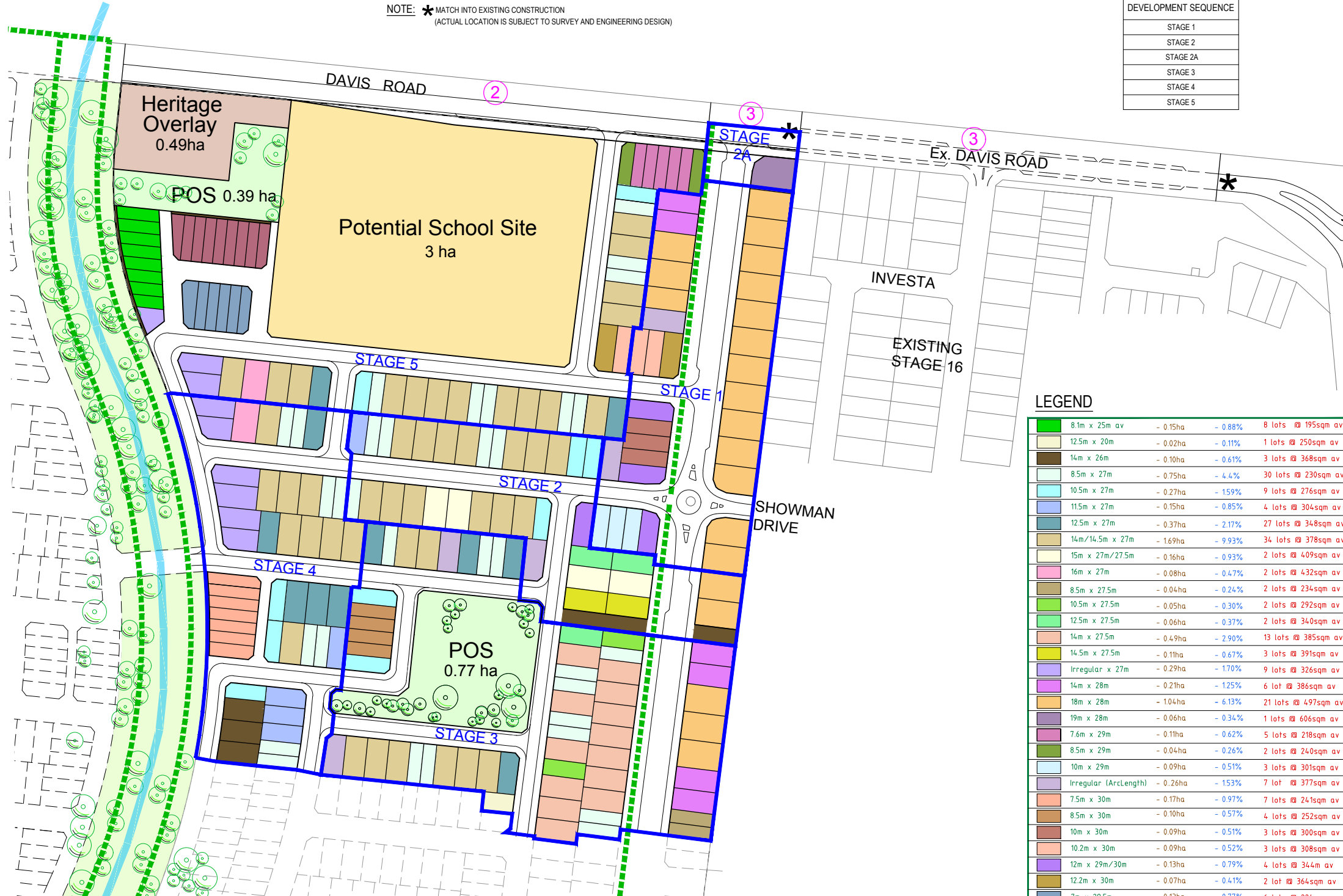
SCALE AT A1
 1:2500 @ A3
 REV
 H
 WBCM DRAWING No.
4236-01-984

DCP ITEM	DESCRIPTION	DCP ITEM	STAGE	RESPONSIBILITY	TYPE	% OF PROJECT BEING DELIVERED
①	CONSTRUCTION OF DAVIS ROAD ROUNDABOUT INCLUDING LINK ROAD TO VINEYARD ROAD AND OFF RAMP CONNECTION	IT06 INTRIM	2A	Developer	CONSTRUCTION	100%

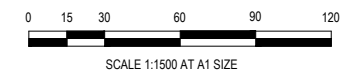
NON DCP ITEM	DESCRIPTION	NON DCP ITEM	STAGE	RESPONSIBILITY	TYPE	% OF PROJECT BEING DELIVERED
②	CONSTRUCTION OF DAVIS ROAD FROM EASTERN STAGE 5 BOUNDARY UP TO WESTERN BOUNDARY OF HERITAGE OVERLAY	PSP	5	Developer	CONSTRUCTION	100%
③	THE BALANCE OF CONSTRUCTION OF DAVIS ROAD FROM EASTERN STAGE 5 BOUNDARY TO DCP ITEM 1 IN ACCORDANCE WITH FIGURE 7 OF THE PSP AND SUBJECT TO PRECINCT 1 - CONDITION 16 OF THE PLANNING PERMIT PA2012 / 3840.	DCP	5	Developer	CONSTRUCTION	100%

NOTE: * MATCH INTO EXISTING CONSTRUCTION
(ACTUAL LOCATION IS SUBJECT TO SURVEY AND ENGINEERING DESIGN)

DEVELOPMENT SEQUENCE
STAGE 1
STAGE 2
STAGE 2A
STAGE 3
STAGE 4
STAGE 5



CITY OF MELTON
MELTON PLANNING SCHEME
This plan is endorsed under the secondary consent provisions of Condition 1 and 8 of Planning Permit No. PA2012/3840/6 Plan 1 of 1
Karan Bangera
Signature of Responsible Authority
Date 21/05/2021



Public Infrastructure Plan
Davis Road Diggers Rest

Australian Investment & Development P/L

BW Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

Version	Date	Description	Drafted	Approved	Version	Date	Description	Drafted	Approved
04	16.12.2020	STAGE 3 LOT SIZES ALTERED	NT	SM	04	16.12.2020	STAGE 3 LOT SIZES ALTERED	NT	SM
03	11.09.2020	STAGE 2A ADDED	NT	SM	03	11.09.2020	STAGE 2A ADDED	NT	SM
02	30.04.2019	NON DCP ITEM 3 ADDED IN TABLE	NT	RW	02	30.04.2019	NON DCP ITEM 3 ADDED IN TABLE	NT	RW
01	03.04.2019	ISSUED TO COUNCIL	NT	RW	01	03.04.2019	ISSUED TO COUNCIL	NT	RW

Date: 05.03.2021
Version No: **05**
Job No: 1600059
Scale (A1): (A3):

K:\JOBS DATA\1600059 DIGGERS REST\ENG\PRECINCT 1\GENERAL\DRAWINGS\PIP PLAN.DWG

LEVEL ONE

Reference
No.: 2372-005

SURVEILLANCE

AND INSPECTION REPORT

*Carried Out
By*



PREPARED FOR: -

CIVILWORX CONSTRUCTIONS PTY LTD



Table of Contents

1)	Introduction & Scope.....	2
2)	Site Preparation.....	2
3)	Fill Material.....	3
4)	Fill Construction Procedure.....	3
5)	Compaction Control Testing.....	3
6)	Testing Frequency.....	3
7)	Statement of Compliance.....	4
8)	Limitations of this Report.....	4

Appendices

Appendix A Construction Drawings

Appendix B Daily Field Compaction Summary Results



Client Name: Civilworx Constructions Pty Ltd

Project Name: Davis Vineyard Stage 1

Date: 8th of November 2021

Author: Mr. Sam Loza

Reference No.: 2372-005

Revision: 0

Project Manager: Mr. Brittany Gardiner

1. Introduction & Scope

At the request of Civilworx Constructions Pty Ltd, Geotechnical Laboratories has carried out inspections and testing of the above-mentioned site from the 19th of March 2021 to 7th of April 2021 where a residential development is being constructed. Inspection and testing of stripping, material quality and compaction control tests were carried out to comply with the requirements of AS 3798 Appendix B, Level 1.

The following documentation was submitted to Geotechnical Laboratories by Civilworx Constructions Pty Ltd and was used to determine compliance of earthworks in conjunction with the requirements of AS 3798 – 2007 (See Appendix A).

(1). Site Layout Plan Drawing Number 010 (Rev A).

General site works involved the placement of fill, using on-site derived materials, to bring the fill construction regions to the required finished levels as indicated on the construction drawings.

2. Site Preparation

Site inspections were undertaken on the 19th of March 2021 confirming that selected areas to be filled were completely stripped of topsoil and significant tree roots prior to filling. The brown silty topsoils had been stockpiled around the site for later removal off-site.

Initial subgrade proof roll inspections were performed then subsequently throughout the project duration to ensure no significant soft areas were present prior to filling.

3. Fill Material

The fill material used was sourced from on-site excavations, mainly road boxing and service trenches.



The fill material is best described a silty CLAY, brown, pale brown, slightly moist to moist, medium to high plasticity with basalt gravels and occasional cobbles.

The fill material is consistent with the naturally occurring soils for this region.

Source material was deemed a **Suitable Material** in accordance with guidelines set out in AS 3798 - 2007 Section 4.4.

4. Fill Construction Procedure

The following plant (but not always limited to) were engaged in the fill placement process:

- Highway trucks
- A grader
- A watercart
- A padfoot roller

The grader placed material in horizontal loose layers of approximately 250mm-300mm. The pad foot roller performed compaction of the fill operating in a criss-cross pattern where possible.

The moisture condition of the fill was closely monitored and moisture conditioning procedures were applied to bring the material closer to its Standard Optimum Moisture Content (AS 1289 5.7.1).

5. Compaction Control Testing

Compaction control testing was performed on-site using a Nuclear Densometer in accordance with AS 1289 5.8.1. Laboratory reference densities were determined from material sampled at each test site location using the Hilf Rapid Compaction Method in accordance with AS 1289 5.7.1.

A total of twelve compaction tests were performed on the fill construction. Results are presented in Appendix B of this report.

6. Testing Frequency

Testing frequencies were in accordance with **AS 3798 - 2007 Table 8.1 for Large Scale Operations and Concentrated Operations.**

Acceptance of fill layers for compaction was based on the requirements of **AS 3798 - 2007 Table 5.1 Item 1. Residential.**



As a result, the compliance criteria adopted by Geotechnical Laboratories was a hilt density ratio not less than 95 percent of the maximum hilt density value as determined by the Standard Hilt Rapid Compaction Method in accordance with AS 1289 5.7.1.

All test results indicate that the above-mentioned requirements have been successfully achieved.

No moisture criteria was specified.

7. Statement of Compliance

So far as can be determined, Civilworx Constructions Pty Ltd has satisfactorily complied with the compaction and construction processes required for the structural filling of this site. As such, structural filling placed on this site by Civilworx Constructions Pty Ltd from the 19th of March 2021 to the 7th of April 2021 can be categorised as CONTROLLED FILL in accordance with AS 2870-2011.

8. Limitations and Liability of this Report

This report has been produced for and remains the property of Civilworx Constructions Pty Ltd.

The release of this report to a third party will only occur if Geotechnical Laboratories Pty Ltd has received, in writing, the authority to do so by our client.

Geotechnical Laboratories Pty Ltd will not engage in any third-party communication regarding this report.

Where information has been supplied by the client or third party, the assumption is made that this is correct. Geotechnical Laboratories Pty Ltd will not be held responsible for any inaccuracies supplied.

Test results and controlled fill compliance relates only to fill placed by Civilworx Constructions Pty Ltd and for earthworks completed at the time of inspection and testing. Any previous or subsequent earthworks will require a separate evaluation.

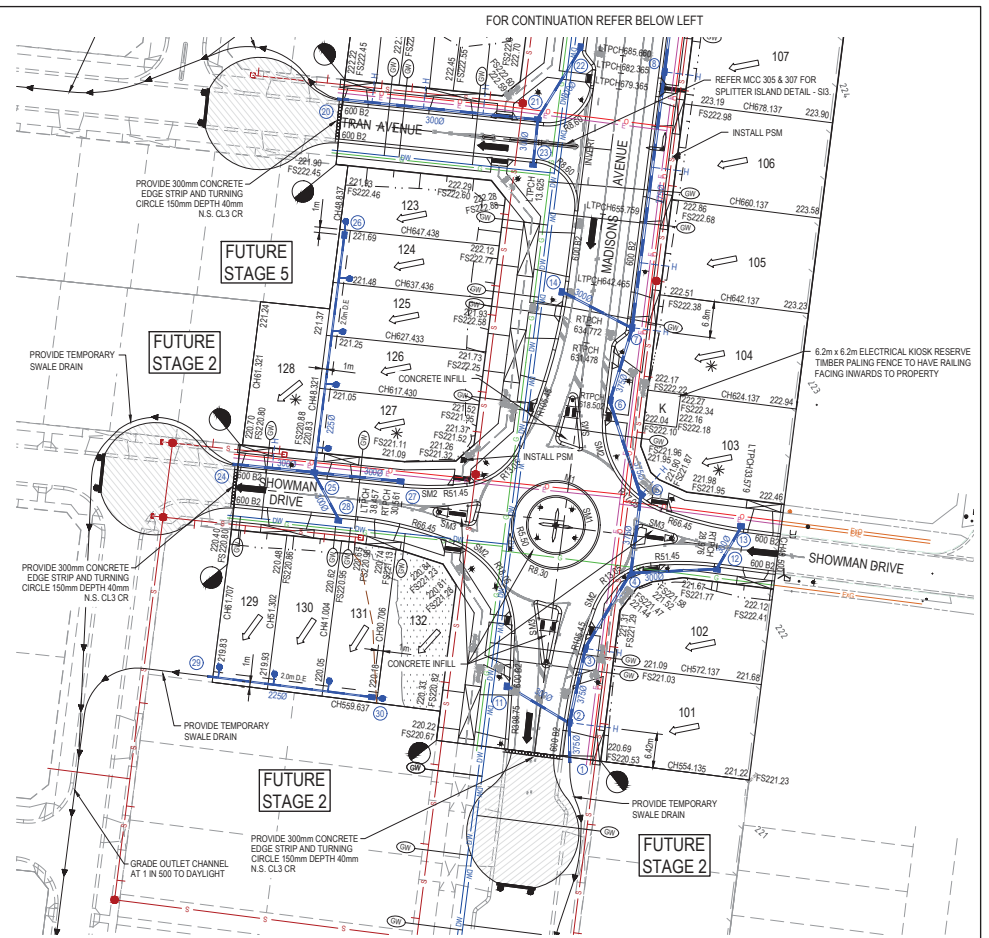
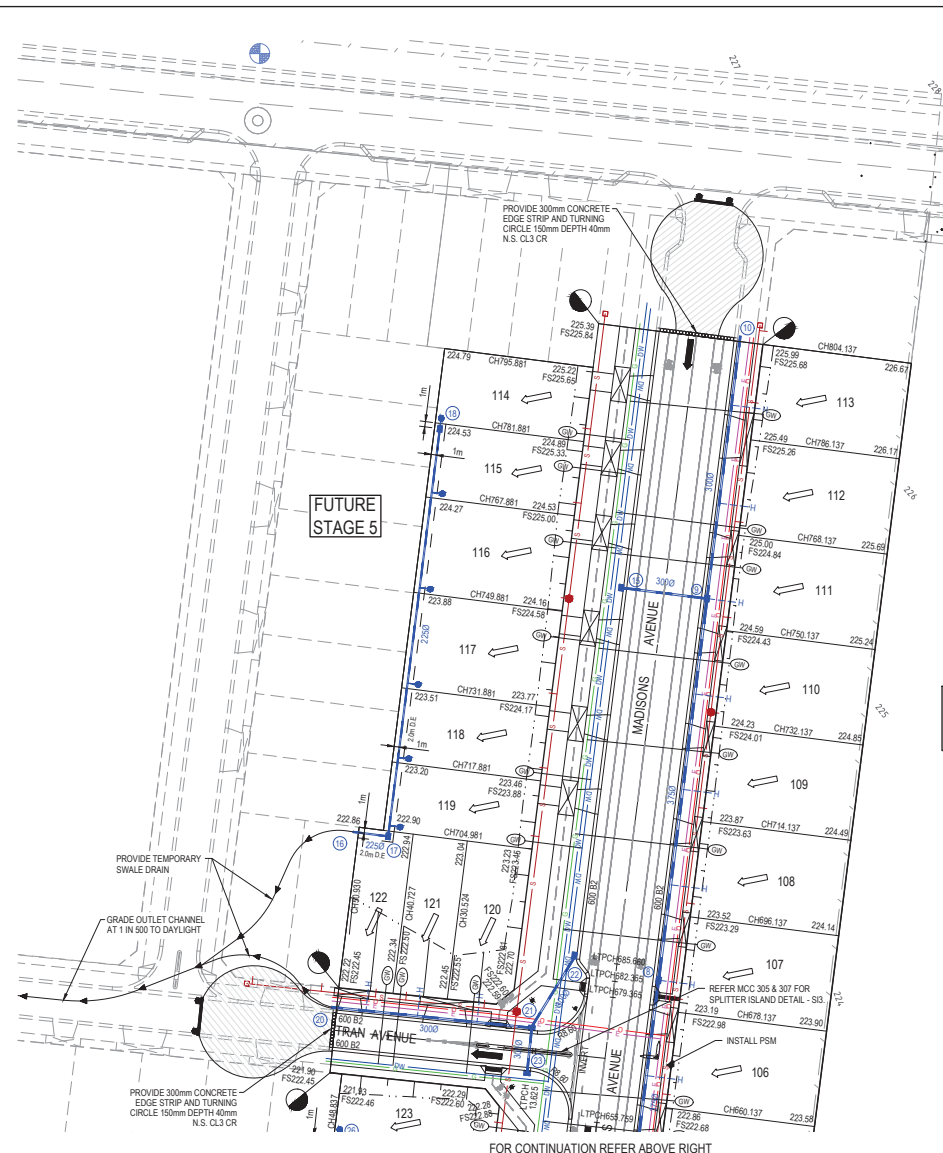
For & on behalf of
Geotechnical Laboratories Pty Ltd.

Sam Loza
Laboratory Manager



LEVEL ONE
SURVEILLANCE
AND INSPECTION REPORT

APPENDIX A



EXISTING BLOOMDALE ESTATE

LEGEND - LAYOUT PLAN

	EXISTING STORMWATER DRAIN		141.34 EXISTING SURFACE LEVEL		DIRECTION OF FALL
	EXISTING ELECTRICITY (UNDERGROUND)		FS140.35 FINISHED BUILDING LEVEL		OVERLAND FLOW ALLOTMENT TO BE GRADED EVENLY IN
	EXISTING ELECTRICITY (OVERHEAD)		FR157.40 FINISHED RIDGE LEVEL		CONCRETE EDGE STRIP TO LEVELS INDICATED
	EXISTING GAS		TR109.30 TOP OF RETAINING WALL		NO ROAD SIGN & BARRIER
	EXISTING OPTIC FIBRE		BR109.30 BOTTOM OF RETAINING WALL		LIMIT OF WORKS
	EXISTING TELECOMMUNICATIONS		RIDGE LINE		EXISTING TREE TO BE REMOVED
	EXISTING WATER		RETAINING WALL		PERMANENT SURVEY MARK
	EXISTING RECYCLED WATER		ZERO LOT LINES		TEMPORARY BENCH MARK
	EXISTING SEWER		PAVEMENT TREATMENT		PROPOSED DRIVEWAY
	EXISTING HOUSE DRAIN		STRUCTURAL FILL > 200mm DEEP		TREE PROTECTION ZONE (TPZ)
	EXISTING SWALE DRAIN		EX. STRUCTURAL FILL > 200mm DEEP		
	TACTILE PAVERS (INDICATIVE ONLY)				

- NOTES:**
- ALL EXISTING FENCES & STRUCTURES WITHIN NEW WORKS TO BE REMOVED.
 - ALL EXISTING SERVICES UNDER NEW PAVEMENTS AND CONCRETE WORKS TO BE FOR BACKFILLED, UNLESS OTHERWISE SPECIFIED.
 - ALL EXISTING OPEN DRAINS WITHIN NEW WORKS TO BE CLEANED, DE-SLUGGED AND BACKFILLED UNDER LEVEL 1 SUPERVISION.
 - REFER COUNCIL STD. DWG. MCC 305 & 307 FOR SPLITTER ISLAND DETAIL - S13.
 - REFER COUNCIL STD. DWG. MCC 501 & 503 FOR VEHICLE CROSSING DETAIL.
 - ROUNDBOUT OUTER KERB TO BE SM2 FROM TP TO TP.

ROAD LAYOUT TABLE

Road Name	Road Classification	Reserve Width (m)	Road Width (m)			Kerb Type		Verge Width (m)	
			Lip to Lip	Inv to Inv	Back to Back	Nth/West	Sth/East	Nth/West	Sth/East
MADISONS AVENUE	CONNECTOR STREET	31.00	14.10	15.00	15.30	600 B2	600 B2	11.00	5.00
TRAN AVENUE	ACCESS STREET 1	16.00	6.40	7.30	7.60	600 B2	600 B2	4.20	4.50
SHOWMAN DRIVE (WEST)	ACCESS STREET 1	16.00	6.40	7.30	7.60	600 B2	600 B2	4.20	4.20
SHOWMAN DRIVE (EAST)	ACCESS STREET 1	16.00	6.40	7.30	7.60	600 B2	600 B2	5.70	3.00

SERVICE OFFSET TABLE

Location	Gas		375Ø Water		Water		Electricity		Telecommunication		Sewer	
	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)	Side	Offset (m)
MADISONS AVENUE	W	7.70	W	8.50	W	9.30	E	2.60	E	1.90	W	1.00
TRAN AVENUE	S	2.10	S	2.60	-	-	N	2.60	N	1.90	N	1.00
SHOWMAN DRIVE (WEST)	S	2.10	S	2.60	-	-	N	2.60	N	1.90	N	1.00
SHOWMAN DRIVE (EAST)	S	0.75	-	-	-	-	N	3.80	N	3.20	-	-

NOTE: STREET TREES ARE TO BE PLANTED IN THE CENTRE OF ALL NATURE STRIPS

TBM SCHEDULE

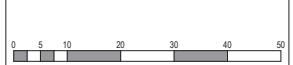
TBM	EASTING	NORTHING	LEVEL	DESCRIPTION
RM10	297124.94	5834090.67	216.47	RIVET
RM11	29721.64	5834083.06	218.05	RIVET
RM12	297157.58	5834334.71	222.32	RIVET
RM13	297253.85	5834322.56	224.67	RIVET

WARNING
BEWARE OF UNDERGROUND SERVICES
 The locations of underground services are approximate only and their exact position should be proven on site.
 No guarantee is given that all existing services are shown. Locate all underground services before commencement of works.
DIAL 1100 BEFORE YOU DIG
 www.1100.gov.au

ISSUED FOR CONSTRUCTION

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REV	ISSUED FOR CONSTRUCTION	DESCRIPTION	DATE	DRN	APP	REV	DESCRIPTION	DATE	DRN	APP
A	17.08.20	D.Z. R.W.								



Designed By: D. ZHANG
 Date: 05.07.2019
 Drawn By: D. ZHANG
 Approved By: R. WICKETT
 Date: 15.07.2019
 PS Number: PS 829574B/S1



Project Details
 DAVIS VINEYARD PRECINCT 1 - STAGE 1
 AUST. INVESTMENT & DEVELOPMENTS P/L
 CITY OF MELTON
 Drawing Title: LAYOUT PLAN

Sheet 04 of 23

Scale: 1:500 @ A1

Project Ref	Stage No	Drawing No	Rev
1600059	01	010	A



LEVEL ONE
SURVEILLANCE
AND INSPECTION REPORT

APPENDIX B



DAILY SUMMARY - FIELD DENSITY TESTS

GEOTECHNICAL LABORATORIES
ACN 102 571 077

14 Ravenhall Way, Ravenhall, Vic 3023
Email: info@geolab.com.au PH: (03) 8361-9140

REPORT NO.: # 2371/001

LOCATION: CIVILWORX - Davis Vineyard Stage 1 & 2, Diggers Rest

DATE OF TESTS	TEST NUM.	TEST LOCATION	FIELD WET DENSITY (t/m ³)	FIELD MOISTURE CONTENT (%)	HILF DENSITY RATIO STANDARD (%)	STANDARD PCWD OR APCWD (t/m ³)	STANDARD OPTIMUM MOISTURE CONTENT (%)	PROBE DEPTH SETTING (mm)	VARIATION FROM OPTIMUM MOISTURE CONTENT (%)	MOISTURE RATIO (%)	WET +19mm (%)	WET +37.5mm (%)	APPROX. DEPTH BELOW FINISH LEVEL (mm)	
22/03/21	1	<i>Refer to #2371/002 for approx. test site locations.</i>	1.97	18.5	103.5	1.90	22.5	175	4.0 Drier	82.0	0	0	200	
22/03/21	2		2.00	22.5	101.0	✱ 1.98	25.0	175	2.0 Drier	91.0	12	0	200	
22/03/21	3		1.97	23.0	105.0	1.87	26.0	175	3.0 Drier	88.5	0	0	200	
-	-		-	-	-	-	-	-	-	-	-	-	-	-
-	-		-	-	-	-	-	-	-	-	-	-	-	-
-	-		-	-	-	-	-	-	-	-	-	-	-	-

NOTES: Clayey Fill Ex. Onsite

Test sites located - Geolab Procedure 4, Part 4.4.

Compaction specimens sampled after compaction.

Start Time: 7:45am Finish Time: 8:15am

A Hilf Rapid Compaction test was carried out on a sample taken from each Field Density location to obtain the Compaction Parameters tabulated on this Report.

Moisture Content: AS 1289 2.1.1

Compaction Test: AS 1289 5.7.1

Soil Layer thickness: 200mm

Hilf Density Ratio and Hilf Moisture Variation ,Hilf Adjusted (APCWD) & Peak (PCWD) Converted Wet Density AS 1289 5.7.1

Field Density, Nuclear Gauge: AS 1289 5.8.1

Materials Sampled : AS 1289 1.2.1 Clause 6.4(b)

✱ Indicates APCWD



Accredited for compliance with ISO/IEC 17025 - Testing

NATA Accredited Laboratory Number 14561

MICK CROWE
(Approved Signatory)

Issue Date: 25/3/2021



GEOTECHNICAL LABORATORIES

GEOTECHNICAL LABORATORIES

ACN 102 571 077

14 Ravenhall Way, Ravenhall, Vic 3023

Email: info@geolab.com.au PH: (03) 8361-9140

CLIENT: CIVILWORX

DATE: 22/03/2021

JOB No.: 2371/002

LOCATION: Davis Vineyard Estate, Diggers Rest

OPERATOR: DB

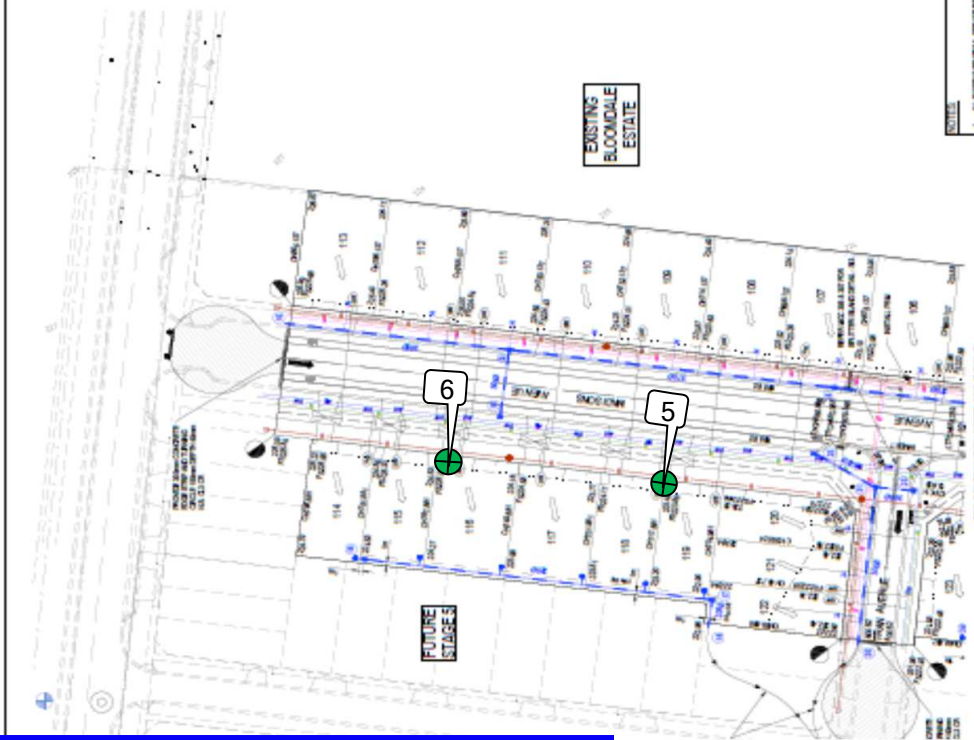
CHECKED: KK

Sketch indicating compaction test locations

SCALE: NTS

FIGURE No: -





ROAD LAYOUT TABLE

Road Name	Width (m)	Centreline (m)	Right of Way (m)	Left of Way (m)	Right of Way (m)	Left of Way (m)	Right of Way (m)	Left of Way (m)
STASAV	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
BLOODLE DRIVE	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0

SPACE OFFSET TABLE

Location	Clearance (m)	Offset (m)	Clearance (m)	Offset (m)
STASAV	12.0	12.0	12.0	12.0
BLOODLE DRIVE	12.0	12.0	12.0	12.0

ITEM SCHEDULE

Item	Description	Quantity	Unit
1	ASBESTOS REMOVAL	100	m ²
2	CONCRETE PAVING	500	m ²
3	GRAVEL DRIVE	100	m ²
4	LANDSCAPING	100	m ²

FOR CONSTRUCTION

ISSUED: 30/03/2021

Sheet 04 of 23

DAVIS VINEYARD PRECINCT 1 - STAGE 1
AUST INVESTMENT & DEVELOPMENTS P/L
CITY OF MELB

Beveridge Williams



GEOTECHNICAL LABORATORIES
 ACN 102 571 077
 14 Ravenhall Way, Ravenhall, Vic 3023
 Email: info@geolab.com.au PH: (03) 8361-9140

CLIENT: CIVILWORX
LOCATION: Davis Vineyard Estate, Diggers Rest
 Sketch indicating compaction test locations

DATE: 30/03/2021 **JOB No.:** 2371/004
OPERATOR: SA/SC **CHECKED:** KK
SCALE: NTS **FIGURE No.:** -



DAILY SUMMARY - FIELD DENSITY TESTS

GEOTECHNICAL LABORATORIES

ACN 102 571 077

14 Ravenhall Way, Ravenhall, Vic 3023

Email: info@geolab.com.au PH: (03) 8361-9140

REPORT NO.: # 2371/005

LOCATION: CIVILWORX- Davis Vineyard, Stage 1 & 2, Diggers Rest

DATE OF TESTS	TEST NUM.	TEST LOCATION	FIELD WET DENSITY (t/m ³)	FIELD MOISTURE CONTENT (%)	HILF DENSITY RATIO STANDARD (%)	STANDARD PCWD OR APCWD (t/m ³)	STANDARD OPTIMUM MOISTURE CONTENT (%)	PROBE DEPTH SETTING (mm)	VARIATION FROM OPTIMUM MOISTURE CONTENT (%)	MOISTURE RATIO (%)	WET +19mm (%)	WET +37.5mm (%)	APPROX. DEPTH BELOW FINISH LEVEL (mm)	
7/04/21	1	<i>Refer to #2371/006 for approx. test site locations.</i>	1.98	17.0	104.0	1.91	21.0	175	4.5 Drier	79.0	0	0	0	
7/04/21	2		1.95	22.0	99.0	1.97	21.0	175	0.5 Wetter	103.5	0	0	300	
7/04/21	3		1.99	15.5	102.5	1.94	19.5	175	4.5 Drier	77.5	0	0	200	
-	-		-	-	-	-	-	-	-	-	-	-	-	-
-	-		-	-	-	-	-	-	-	-	-	-	-	-
-	-		-	-	-	-	-	-	-	-	-	-	-	-

NOTES: Clayey Fill Ex. Onsite

Test sites located - Geolab Procedure 4, Part 4.4.

Compaction specimens sampled after compaction.

Start Time: 9:55am Finish Time: 10:25am

A Hilf Rapid Compaction test was carried out on a sample taken from each Field Density location to obtain the Compaction Parameters tabulated on this Report.

Moisture Content: AS 1289 2.1.1

Compaction Test: AS 1289 5.7.1

Soil Layer thickness: 200mm

Hilf Density Ratio and Hilf Moisture Variation ,Hilf Adjusted (APCWD) & Peak (PCWD) Converted Wet Density AS 1289 5.7.1

Field Density, Nuclear Gauge: AS 1289 5.8.1

Materials Sampled : AS 1289 1.2.1 Clause 6.4(b)



Accredited for compliance with ISO/IEC 17025 - Testing

NATA Accredited Laboratory Number 14561

MICK CROWE
(Approved Signatory)

Issue Date: 12/4/2021



GEOTECHNICAL LABORATORIES

GEOTECHNICAL LABORATORIES

ACN 102 571 077

14 Ravenhall Way, Ravenhall, Vic 3023

Email: info@geolab.com.au PH: (03) 8361-9140

CLIENT: CIVILWORX

DATE: 7/04/2021

JOB No.: 2371/006

LOCATION: Davis Vineyard Estate, Diggers Rest

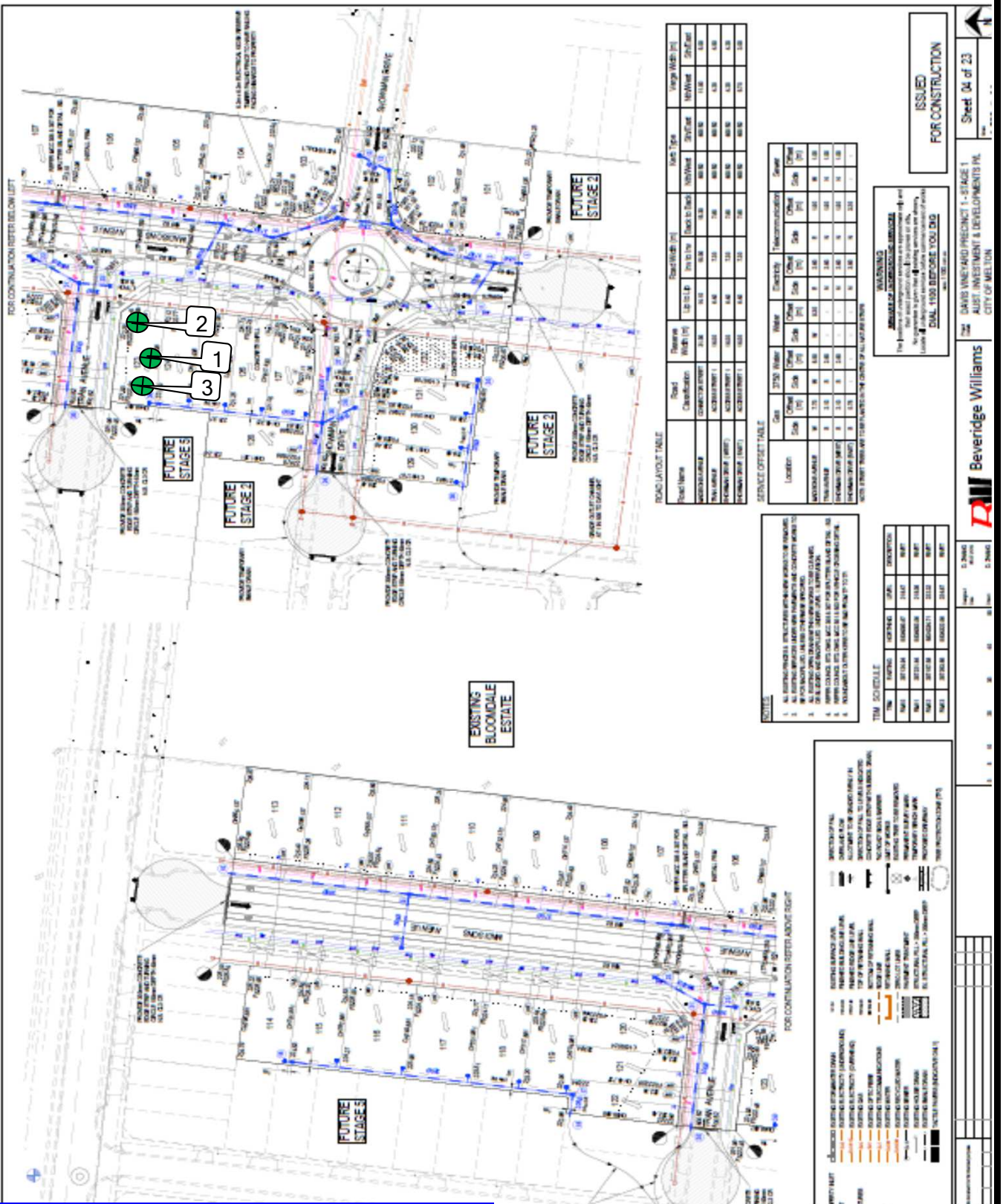
OPERATOR: TI

CHECKED: KK

Sketch indicating compaction test locations

SCALE: NTS

FIGURE No: -



ROAD LAYOUT TABLE

Road Name	Road Classification	Design Speed (km/h)	Design Lane Width (m)	Design Lane Spacing (m)	Design Lane Count	Design Lane Width (m)	Design Lane Spacing (m)	Design Lane Count	Design Lane Width (m)	Design Lane Spacing (m)	Design Lane Count
SPANGWY	LOCAL ROAD	30	3.0	3.0	2	3.0	3.0	2	3.0	3.0	2
SPANGWY	LOCAL ROAD	30	3.0	3.0	2	3.0	3.0	2	3.0	3.0	2
SPANGWY	LOCAL ROAD	30	3.0	3.0	2	3.0	3.0	2	3.0	3.0	2

SERVICE OFFSET TABLE

Location	Gas		Water		Electricity		Telecommunications		Sewer	
	Offset (m)	Depth (m)	Offset (m)	Depth (m)	Offset (m)	Depth (m)	Offset (m)	Depth (m)	Offset (m)	Depth (m)
ROADSIDE	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
PROPERTY	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

- NOTES**
- ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
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 - ALL STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

TEAM SCHEDULE

TEAM	START DATE	END DATE	DESCRIPTION
TEAM 1	07/04/2021	07/04/2021	CONSTRUCTION
TEAM 2	07/04/2021	07/04/2021	CONSTRUCTION
TEAM 3	07/04/2021	07/04/2021	CONSTRUCTION
TEAM 4	07/04/2021	07/04/2021	CONSTRUCTION
TEAM 5	07/04/2021	07/04/2021	CONSTRUCTION

ISSUED FOR CONSTRUCTION

DAVIS VINEYARD PRECINCT 1-STAGE 1
AUST. INVESTMENT & DEVELOPMENTS PT.
CITY OF MELTON

Beveridge Williams

0 10 20 30 40 50 60 70 80 90 100

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR CONSTRUCTION	07/04/2021	TI

Contact Name Caitlin Caligari
Telephone 03 9628 0049
Facsimile 03 9628 6853
Our Ref.
Your Ref. 45277740-013-0

22 February 2021

Gellibrand Legal Practice
C/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam

Growth Areas Infrastructure Contribution (GAIC)

97-193 Davis Road, Diggers Rest (Volume 11982 Folio 049) – the land

Thank you for your Application for GAIC Certificate dated 9 February 2021.

Although the land is currently within the urban growth boundary and a Growth Area, the GAIC liability in respect of the land has been fully discharged and the GAIC notification on the land has been removed.

For further details regarding GAIC, please visit the State Revenue Office website or telephone 03 9628 0049.

If you have any queries in relation to this matter please contact me.

Yours sincerely



Caitlin Caligari
GAIC
Land Revenue Branch

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2021 to 30 June 2022

Issue date: 13/09/2021

Your Reference: 53797651-016-0

Rate updates (03) 9747 7333

Assessment Number: 57828

Certificate No: 101381

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 33 Davis Road DIGGERS REST 3427

Title: LOT: B PS: 728683J V/F: 11982/049, LOT: C PS: 728683J V/F: 11982/050, LOT: D PS: 728683J V/F: 11982/051,
LOT: F PS: 816592W V/F: 11988/205, LOT: 1 PS: 302333P V/F: 10044/151 Ward: WATTS

Capital Improved Value: \$37,025,000 **Site Value:** \$36,925,000 **Net Annual Value:** \$1,851,250

Effective Date: 01/07/2021 Base Date: 01/01/2021

1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2021	\$94,687.74
Municipal Charge Date Levied 01/07/2021	\$152.00
Waste Service A Date Levied 01/07/2021	\$332.00
Residential FSPL Fixed Charge Date Levied 01/07/2021	\$114.00
Residential FSPL Variable Charge Date Levied 01/07/2021	\$2,184.48
Current Rates Levied: \$97,470.22	
Rate Arrears to 30/06/2021:	\$0.00
Interest to 22/08/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00

Rates & Charges Due:	\$97,470.22
Additional Monies Owed:	
Total Due:	\$97,470.22

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

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

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

2. OTHER INFORMATION:

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

Lot B PS728683J is not rated separately.





Assessment Number: 57828

Certificate Number: 101381

.....

3. SPECIFIED FLOOD LEVEL:

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

.....

4. SPECIAL NOTES:

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

.....

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989. Local Government Act 2020 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 Council or the relevant authority. A fee may be charged for such information.

.....

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

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

.....

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998

Reference Number 57828

Min payment \$25

.....

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

Received the sum of \$27.40 being the fee for this certificate.

Authorised Officer



ABN 70 066 902 467
36 Macedon Street Sunbury
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au



022

Local Lawyers
Landata C/- VLRS Pty Ltd
Level 13 697 Collins St
DOCKLANDS VIC 3008

Your Reference 53797651-030-6
Statement No 130841
Service Request ID 1453932
Account No 12-0726-6150-01-6
Date Issued 09 September 2021

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2022 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 97-193 DAVIS RD, DIGGERS REST VIC 3427

Title(s): Lot B, Plan of Subdivision 728683, Volume 11982, Folio 049, Parish of Holden

Owner(s): Australian Investment & Development Pty Ltd

Comments:

This is the Parent property for Davis Vineyard Estate Diggers Rest

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

For more information please refer to encumbrances and other information on page two

Account Calculation:

Charges Previously Billed:	\$0.00
Current Charges (see over for details):	\$0.00
Total Amount Owing to 30-June-2022	\$0.00

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

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

Greater Western Water was formed by bringing together City West Water and Western Water on 1 July 2021. To find out more visit gww.com

Property No: 12-0726-6150

Property Address: 97-193 Davis Rd, Diggers Rest VIC 3427

Current Charges for services provided and their tariffs:

This property is not chargeable.

Encumbrances and other information:

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

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

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

The approximate annual availability charge for Water is \$207.48 and Sewer is \$470.69 for the period 1 July 2021 to 30 June 2022.

Although this property is Vacant Land a Waterways Charge will apply from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first. The annual charge for Residential properties within the Urban Growth boundary is \$105.56 for the period 1 July 2021 to 30 June 2022.

Please note an Annual Parks Charge may apply to this property. You should request a separate Parks charge information statement from Greater Western Water https://www.citywestwater.com.au/moving_selling/property_information_statement OR Landata for properties in the Melton region. For properties in the Sunbury region please contact Yarra Valley Water (Ph: 1300 304 688) for further information.

We apologise for any inconvenience this may cause. Greater Western Water is currently working to centralise legacy City West Water and Western Water Systems to provide a complete service to all our customers.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 120 days from date of issue.



Rohan Charrett
General Manager Customer Experience

09 September 2021

Information Statement Remittance Page



Bill Code: 757955
Ref: 1207 2661 5001 6
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
Please make this payment via internet or phone banking.

Post
Mail your cheque with this payment slip to:
PO Box 2371
Sunbury DC VIC 3429

Property No: 12-0726-6150

Property Address: 97-193 Davis Rd, Diggers Rest VIC 3427

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
12-0726-6150-01	Water Account	\$0.00	

Total: \$0.00

****** If paying by Post, please return this page with your payment ******

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / GELLIBRAND LEGAL PRACTICE P/L T/AS
LOCAL LAWYERS

Your Reference: 21/21601

Certificate No: 48777902

Issue Date: 14 SEP 2021

Enquiries: AXH7

Land Address: 97 -193 DAVIS ROAD DIGGERS REST VIC 3427

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44935469	B	728683	11982	49	\$194,412.78

Vendor: AUSTRALIAN INVESTMENT & DEVELOPMENT

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
AUSTRALIAN INVESTMENT & DEVELOP	2021	\$3,031,613	\$64,797.57	\$0.00	\$64,797.57

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
AUSTRALIAN INVESTMENT & DEVELOI	2020	\$64,790.32	\$0.00	\$64,790.32
AUSTRALIAN INVESTMENT & DEVELOI	2019	\$64,824.89	\$0.00	\$64,824.89

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$0

SITE VALUE: \$3,031,613

AMOUNT PAYABLE: \$194,412.78

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

Certificate No: 48777902

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$25,686.29

Taxable Value = \$3,031,613

Calculated as \$24,975 plus (\$3,031,613 - \$3,000,000)
multiplied by 2.250 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48777902

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



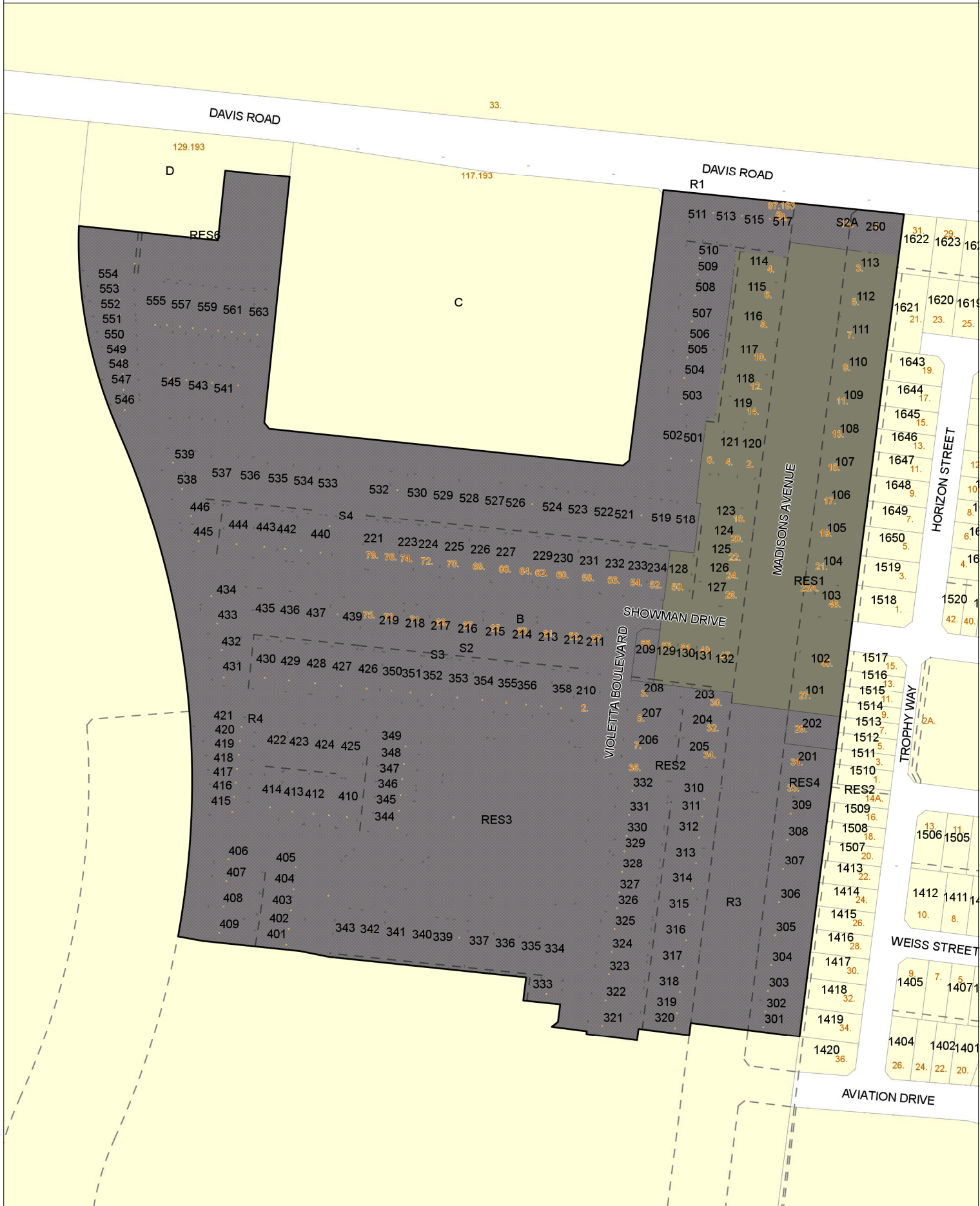
Ref: 48777902

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

97-193 Davis Rd Diggers Rest



36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499

Date: 9/9/2021
Scale: 1:2626

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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Gellibrand Legal Practice P/L t/as Local Lawyers C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 3717

NO PROPOSALS. As at the 7th September 2021, 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®.

97-193 DAVIS Road, DIGGERS REST 3427
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th September 2021

Telephone enquiries regarding content of certificate: 13 11 71

Property Report

from www.land.vic.gov.au on 07 September 2021 04:59 PM

Address: 33 DAVIS ROAD DIGGERS REST 3427

Lot and Plan Number: This property has 5 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): MELTON **Council Property Number:** 57828

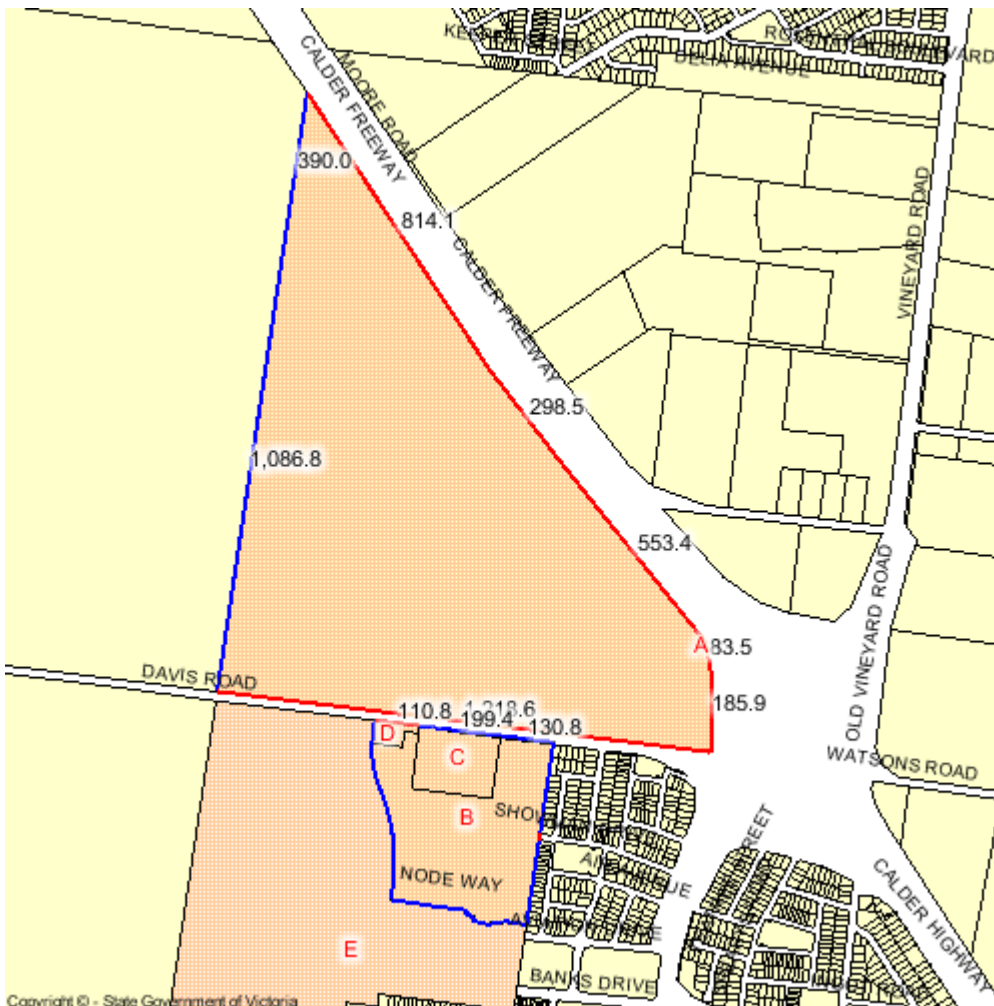
Directory Reference: Melway 351 G1

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 1166787 sq. m
(116.7 ha)

Perimeter: 6363 m

For this property:

— Site boundaries

— Road frontages

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

149 dimensions shorter than 39m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 PS302333	1\PS302333
B	Lot B PS728683	B\PS728683
C	Lot C PS728683	C\PS728683
D	Lot D PS728683	D\PS728683
E	Lot F PS816592	F\PS816592

State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: SUNBURY

Utilities

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Western Water

Melbourne Water: inside drainage boundary

Power Distributor: JEMENA (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 5 (UGZ5)

Planning Overlays: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO47)

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning information continued on next page

Planning scheme data last updated on 31 August 2021.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

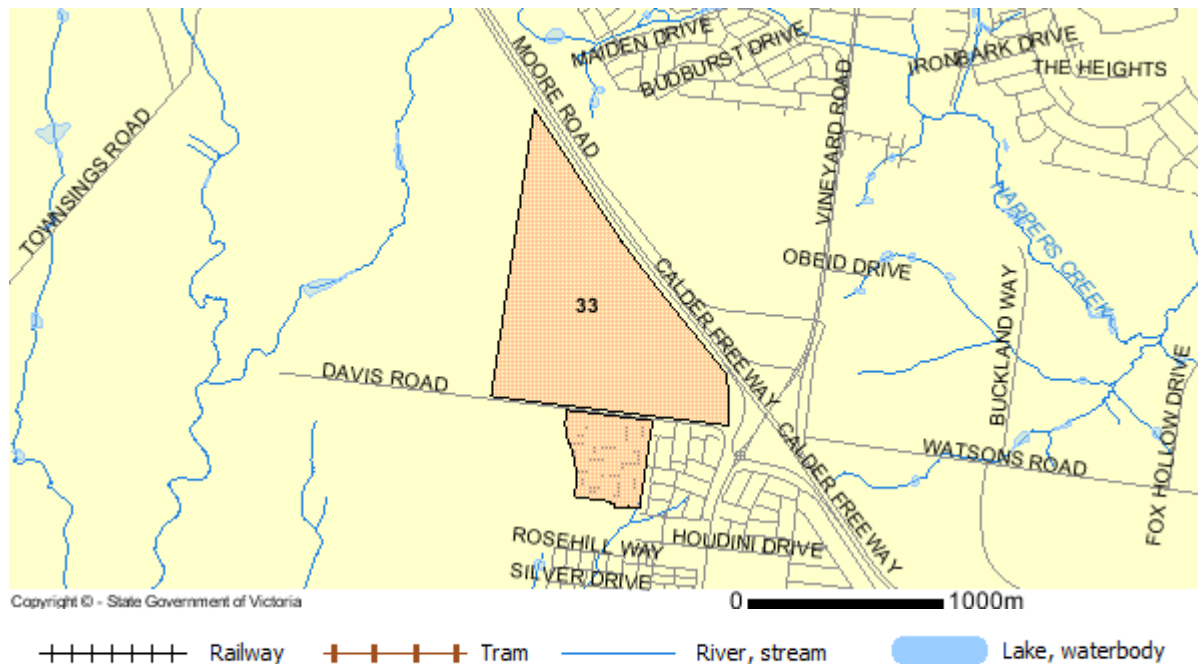
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

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

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

Area Map



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From www.planning.vic.gov.au on 07 September 2021 04:59 PM

PROPERTY DETAILS

Address: **33 DAVIS ROAD DIGGERS REST 3427**
 Lot and Plan Number: **Lot 1 PS302333**
 Standard Parcel Identifier (SPI): **1\PS302333**
 Local Government Area (Council): **MELTON** www.melton.vic.gov.au
 Council Property Number: **57828**
 Planning Scheme: **Melton** planning-schemes.delwp.vic.gov.au/schemes/melton
 Directory Reference: **Melway 351 G1**

This property has 5 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

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

STATE ELECTORATES

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

Note

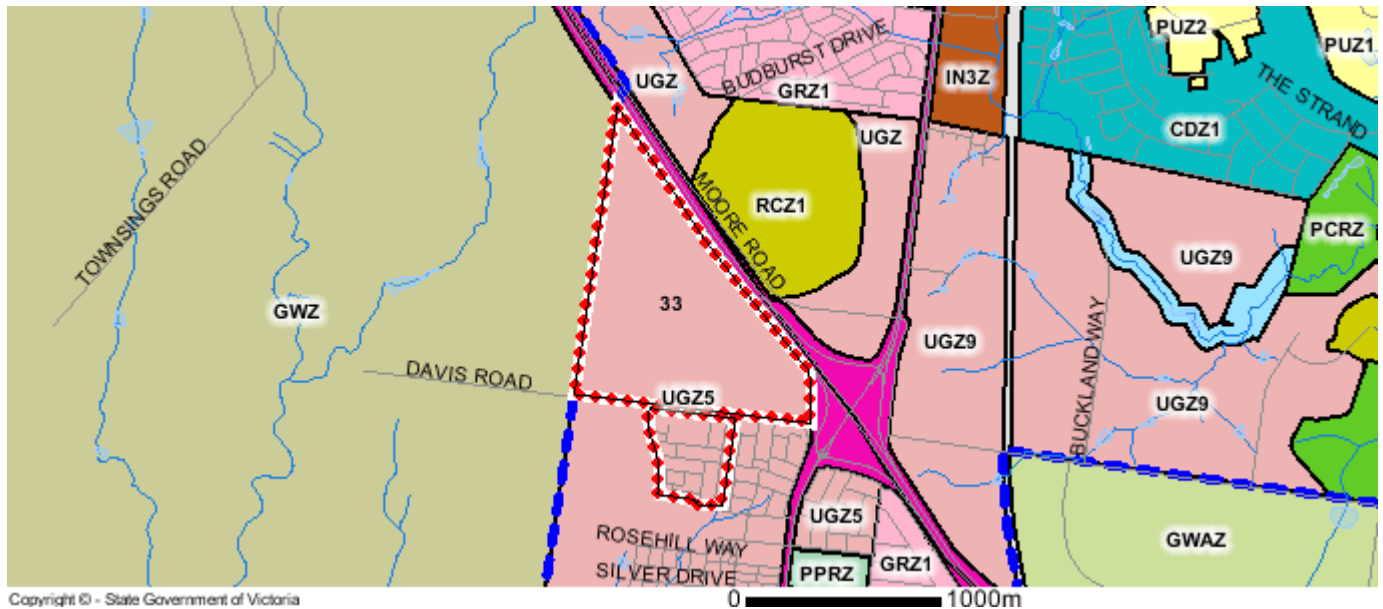
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

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



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

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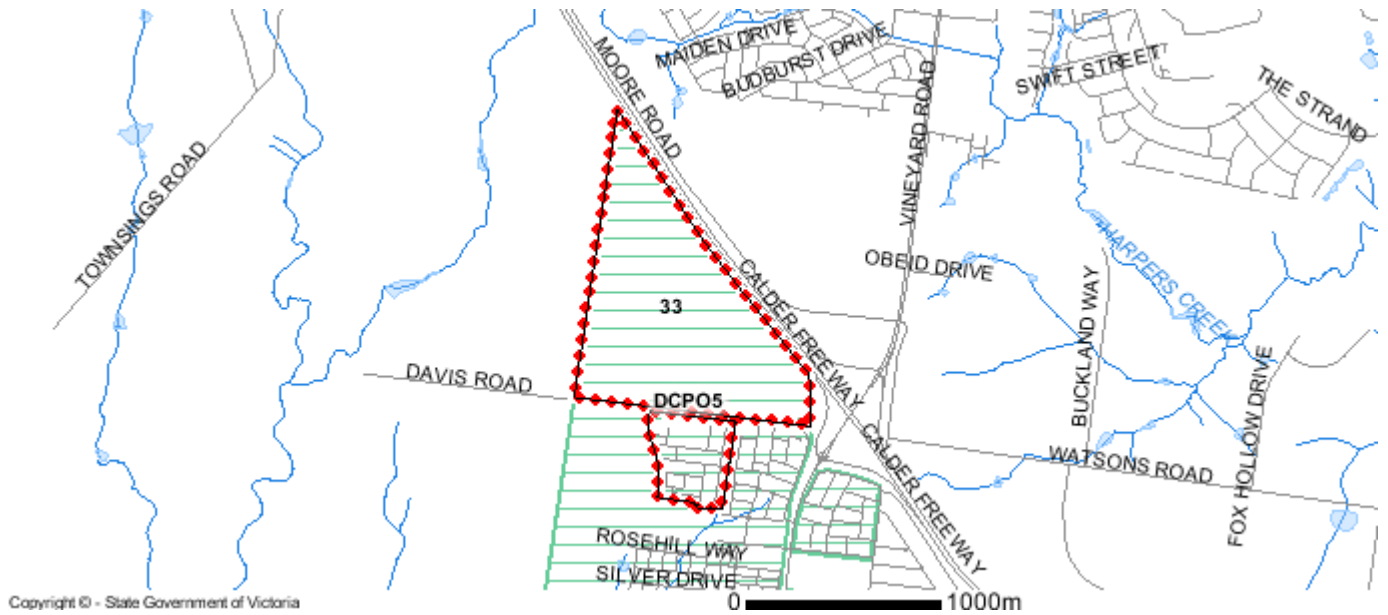
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)

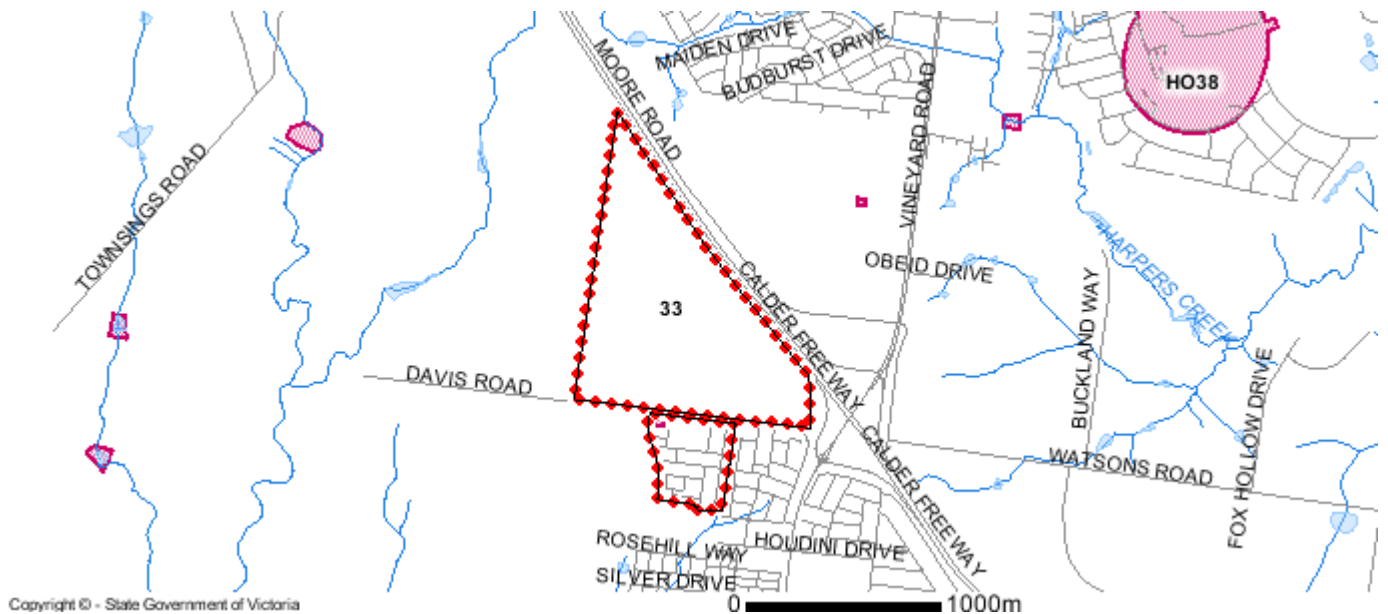



 DCPO - Development Contributions Plan

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

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO47)



 HO - Heritage

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

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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

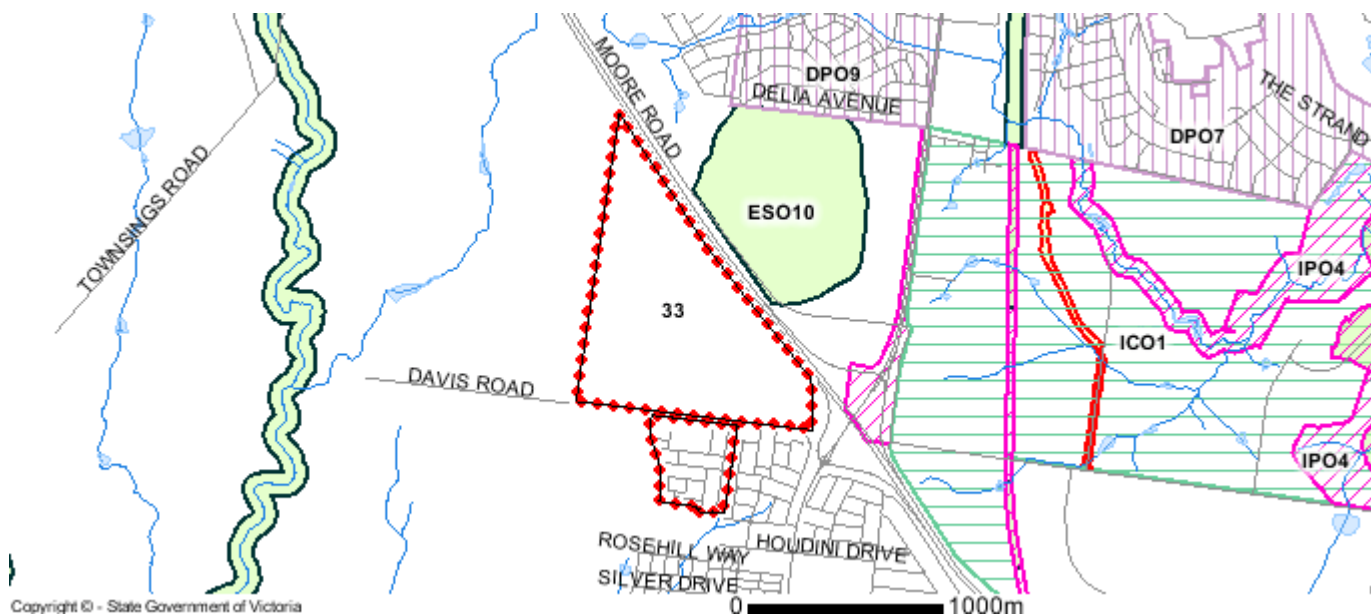
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

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

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

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

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



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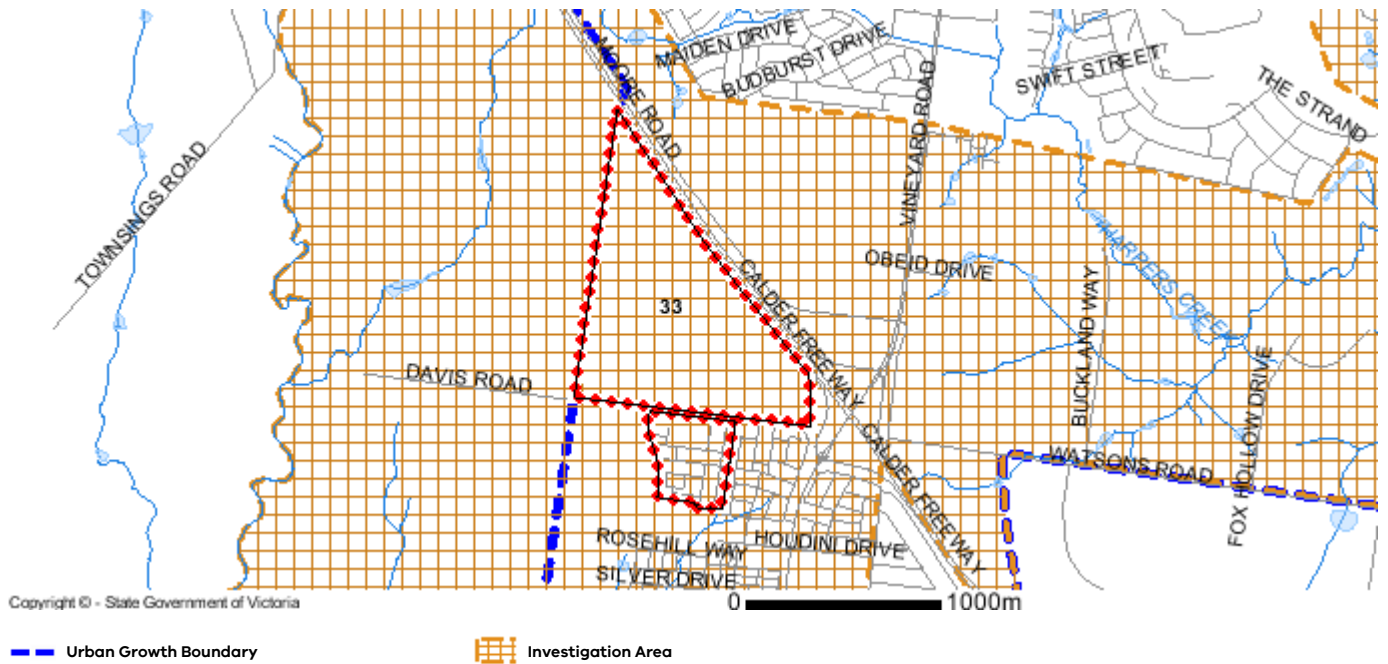
- | | | |
|-------------------------|----------------------------------|------------------------------------|
| DPO - Development Plan | ESO - Environmental Significance | ICO - Infrastructure Contributions |
| IPO - Incorporated Plan | PAO - Public Acquisition | |

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

Investigation Area

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

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

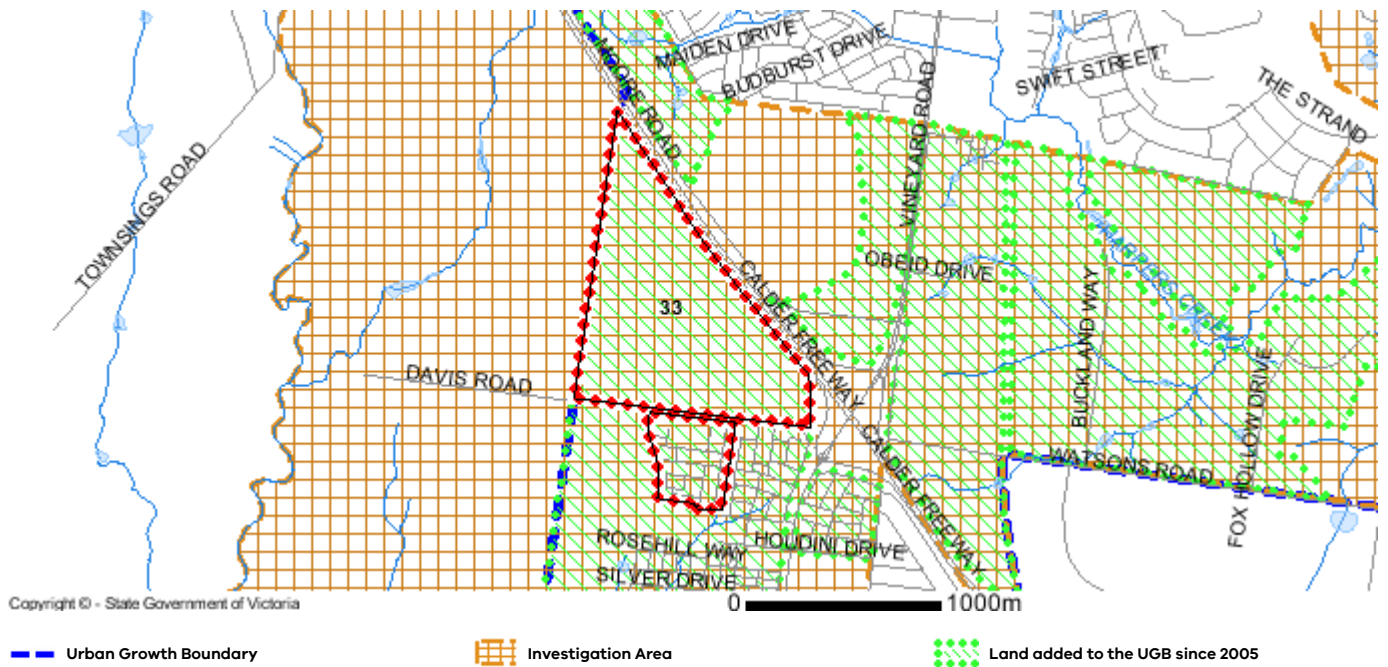


Growth Area Infrastructure Contribution

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

It may be subject to the Growth Area Infrastructure Contribution.

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



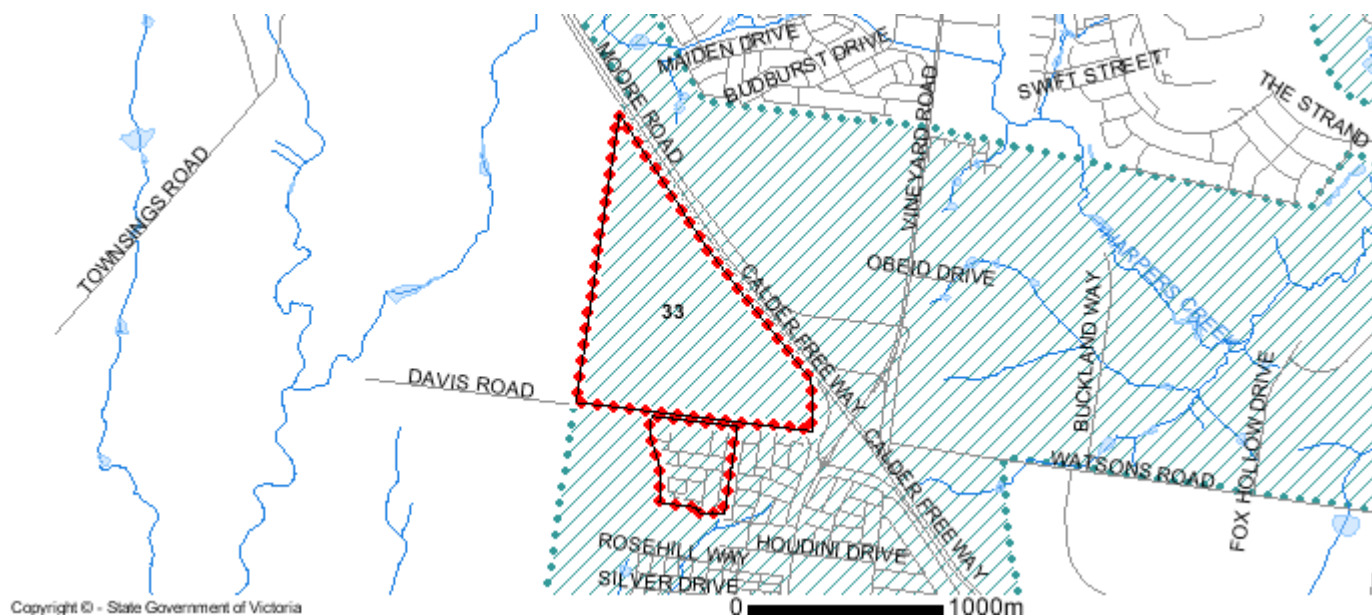
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Melbourne Strategic Assessment

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



 Melbourne Strategic Assessment Area

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

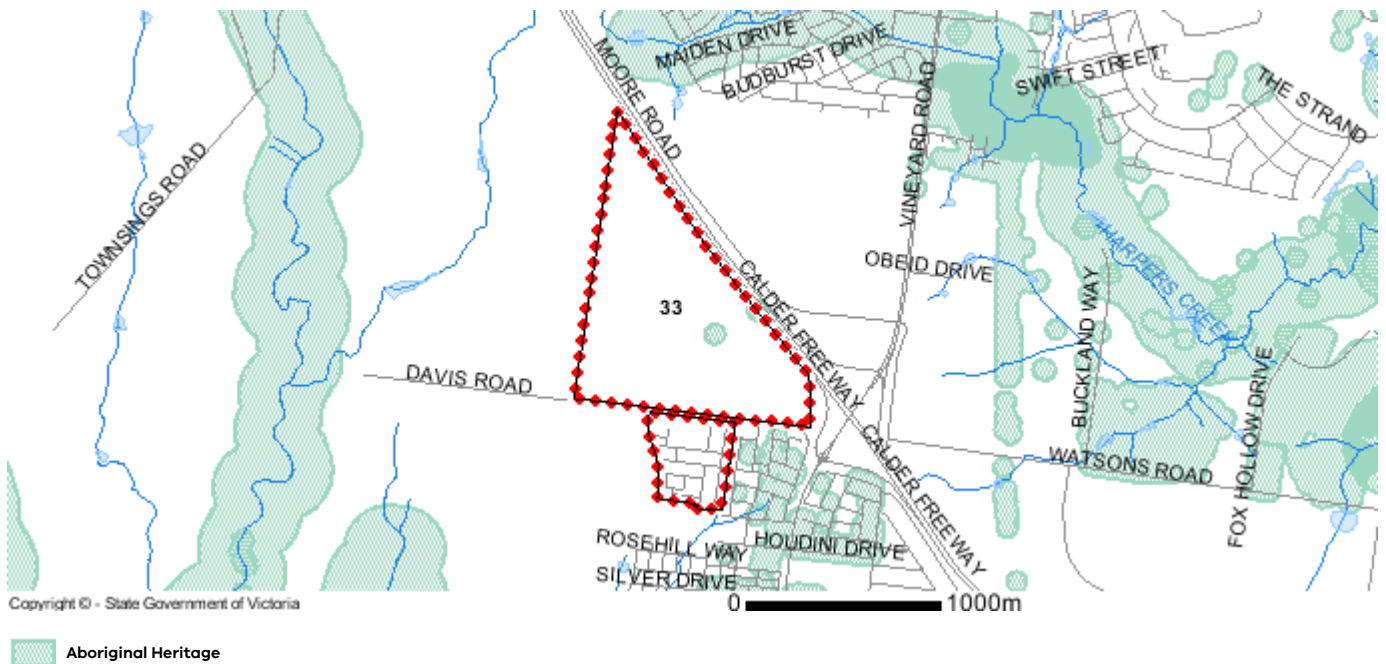
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 31 August 2021.

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

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

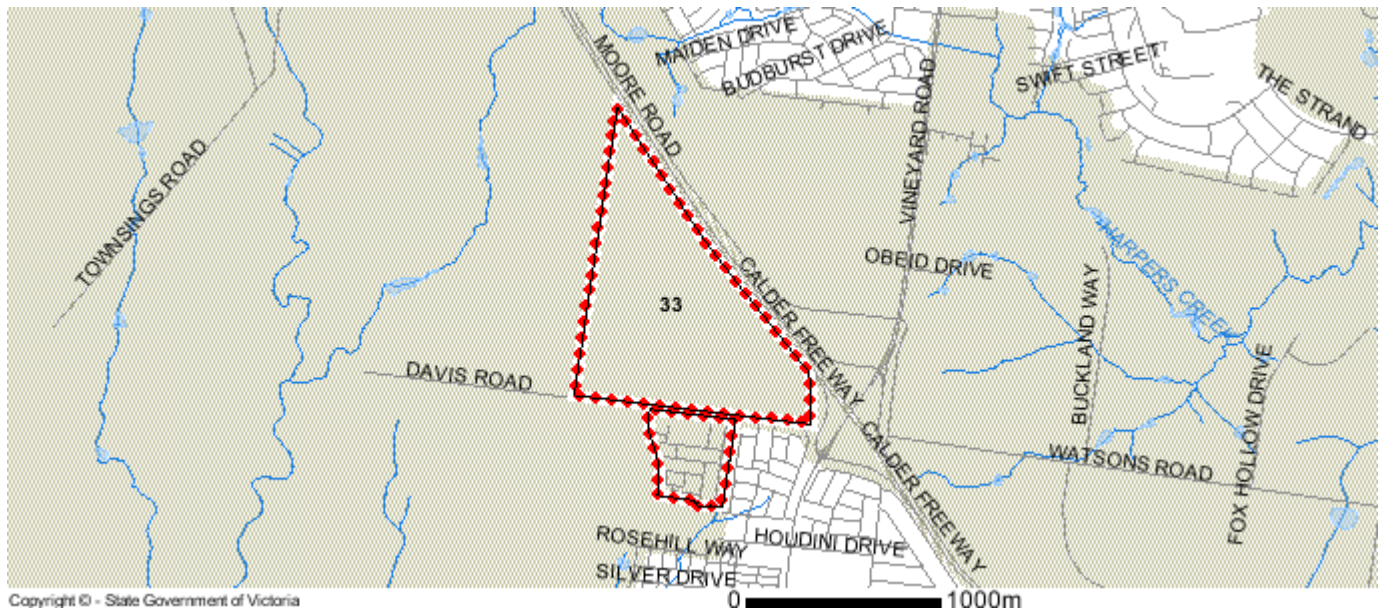
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

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

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

37.07
31/07/2018
VC148

URBAN GROWTH ZONE

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

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

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

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

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

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

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

Application of provisions

Part A – No precinct structure plan applies

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

Part B – Precinct structure plan applies

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

Precinct structure plan provisions

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

37.07-1
26/05/2020
VC175

Part A – Provisions For Land Where No Precinct Structure Plan Applies

Table of uses

Section 1 – Permit not required

Use	Condition
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)	
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Dependent person’s unit	Must be the only Dependent person’s unit on the lot. Must meet the requirements of Clause 37.07-2.

VICTORIA PLANNING PROVISIONS

Use	Condition
Dwelling (other than Bed and breakfast)	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
<p>Grazing animal production</p> <p>Home based business</p> <p>Informal outdoor recreation</p>	
Poultry farm	<p>Must be no more than 100 poultry (not including emus or ostriches).</p> <p>Must be no more than 10 emus and ostriches.</p>
Primary produce sales	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
Railway	
Rural industry (other than Abattoir and Sawmill)	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified.</p> <p>The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10. <p>Must not:</p> <ul style="list-style-type: none"> ▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012. ▪ Require a notification under the Occupational Health and Safety Regulations 2017. ▪ Require a licence under the Dangerous Goods (Explosives) Regulations 2011. ▪ Require a licence under the Dangerous Goods (HCDG) Regulations 2016.
Rural store	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
Tramway	

VICTORIA PLANNING PROVISIONS

Use	Condition
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

Section 2 – Permit required

Use	Condition
Abattoir	
Animal production (other than Broiler farm, Grazing animal production and Intensive animal production)	
Broiler farm - if the Section 1 condition to Poultry farm is not met	Must be no more than 10,000 chickens.
Camping and caravan park	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Dependent person's unit – if the Section 1 condition is not met	Must meet the requirements of Clause 37.07-2.
Display home centre	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	Must be no more than 2 dwellings on the lot. Must meet the requirements of Clause 37.07-2.
Education centre (other than child care centre)	
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Industry (other than Rural Industry)	
Racing dog husbandry	Must be no more than 5 animals.
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	

Use	Condition
Any other use not in Section 1 or 3	

Section 3 - Prohibited

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

37.07-2

10/06/2008
VC48

Use of land for a dwelling

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

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

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

37.07-3

16/04/2014
VC111

Subdivision

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

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

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.

- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

37.07-4

21/09/2018
VC150

Buildings and works

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

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
 - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
 - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
 - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.
- A building which is within any of the following setbacks:
 - 100 metres from a Road Zone Category 1 or land in a Public Acquisition Overlay to be acquired for a road, Category 1.
 - 40 metres from a Road Zone Category 2 or land in a Public Acquisition Overlay to be acquired for a road, Category 2.
 - 20 metres from any other road.
 - 5 metres from any other boundary.
 - 100 metres from a dwelling not in the same ownership.
 - 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
 - A waterway, wetland or designated flood plain.
 - A dwelling not in the same ownership.
 - A residential zone or urban growth zone where a precinct structure plan applies.

37.07-5

08/08/2019
VC159

Referral of applications

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

- An application to use or develop land for any of the following:
 - Display home centre.
 - Education centre.
 - Hospital.
 - Industry.
 - Medical centre.

- Place of worship.
- Real estate agency.
- Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

37.07-6

26/10/2018
VC152

Environmental audit

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

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

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

37.07-7

31/07/2018
VC148

Decision guidelines

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

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

37.07-8

31/07/2018
VC148

Signs

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

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

37.07-9

25/05/2017
VC133

Part B – Provisions For Land Where A Precinct Structure Plan Applies

Use of land

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

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

Table of uses

Section 1 – Permit not required

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

Section 2 – Permit required

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

Section 3 – Prohibited

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

37.07-10

23/09/2011
VC77

Subdivision of land

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

A permit granted must:

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

37.07-11

23/09/2011
VC77

Buildings and works

If the schedule to this zone specifies:

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

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

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

37.07-12

10/06/2008
VC48

Application requirements

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

37.07-13

25/05/2017
VC133

Exemption from notice and review

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

37.07-14

31/07/2018
VC148

Decision guidelines

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

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

37.07-15

10/06/2008
VC48

Inconsistencies between specific and applied zone provisions

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

37.07-16

31/07/2018
VC148

Signs

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

16/08/2018
C181

SCHEDULE 5 TO THE URBAN GROWTH ZONE

Shown on the planning scheme map as UGZ5.

DIGGERS REST PRECINCT STRUCTURE PLAN

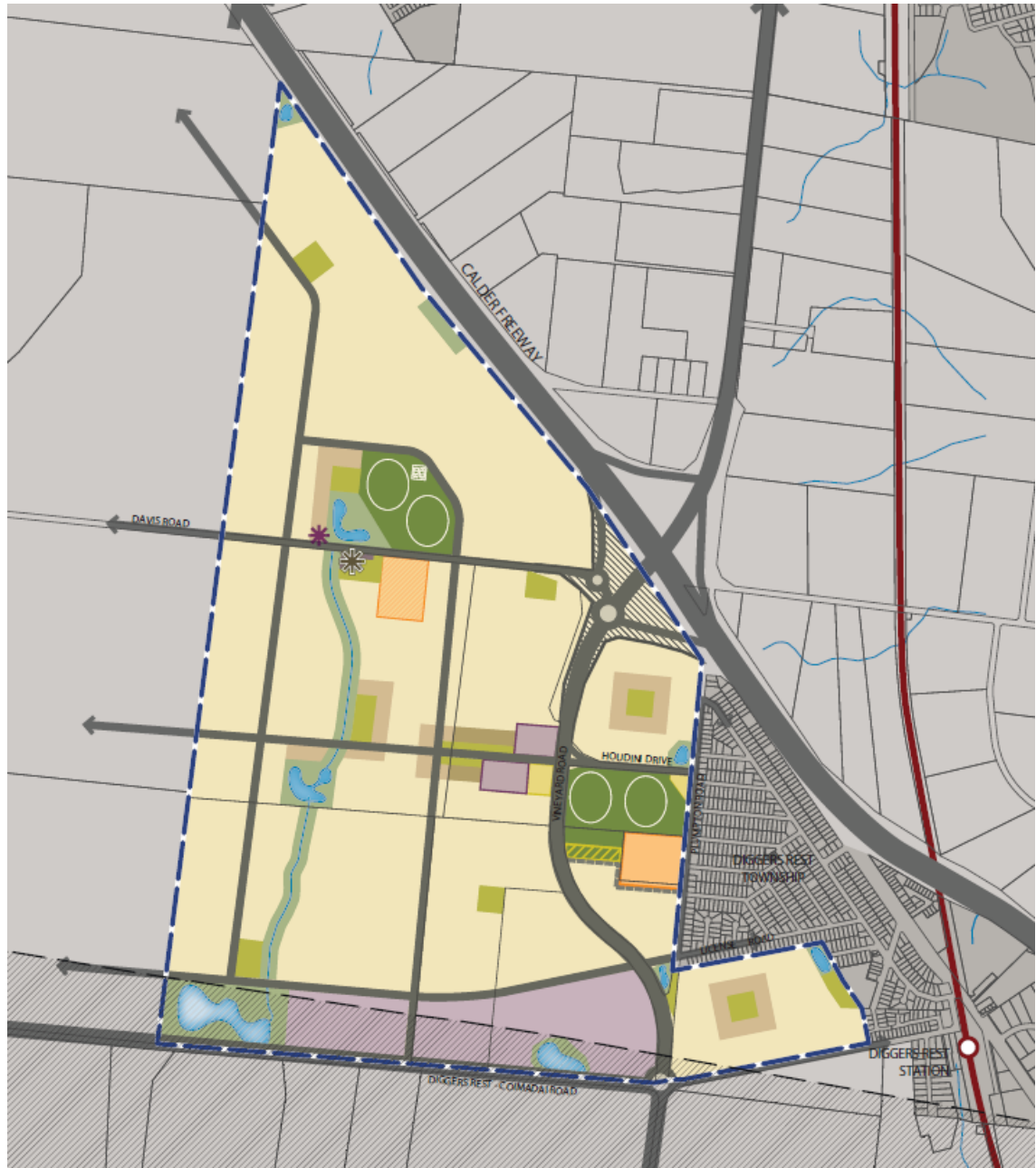
1.0

16/08/2018
C181

The plan

Map 1 below shows the future urban structure proposed for the *Diggers Rest Precinct Structure Plan*. It is a reproduction of Plan 2 in the *Diggers Rest Precinct Structure Plan*.

Map 1 to Schedule 5 to Clause 37.07



- | | | |
|--|----------------------------------|--------------------------------------|
| Precinct Boundary | Conventional Density Residential | Unencumbered Active Open Space |
| Road Network | Medium Density Residential | Unencumbered Passive Open Space |
| Key Local Access Street | High Density Residential | Encumbered Open Space - Drainage |
| Railway line & Station | Employment | Encumbered Open Space - Conservation |
| Calder FWY / Vineyard Road Interchange | State Primary School | Waterways and Wetlands |
| Melbourne Airport Environs Overlay | Non Government Primary School | Existing Heritage Site |
| Local Town Centre | Indoor Recreation Facility | Future Urban Area |
| Opportunity for Convenience Retail | Community Facility | Existing Settlement |

2.0

28/08/2014
C158

Use and development

2.1

27/06/2012
C121

The land

The use and development provisions specified in this schedule apply to the land as shown within the ‘Precinct Boundary’ on Map 1 of this schedule and shown as UGZ5 on the planning scheme maps.

Note: If land shown on Map 1 is not zoned UGZ, the provisions of this zone do not apply.

2.2

01/08/2013
C148

Applied zone provisions

The provisions of the following zones in this scheme apply to the use and subdivision of the land, the construction of a building and construction and carrying out of works as set out in Table 1.

Table 1: Applied Zones

Land use/development (carried out or proposed) generally in accordance with the precinct structure plan applying to the land	Applied zone provisions
Employment	Clause 34.02 - Commercial 2 Zone
Local Town Centre	Clause 34.01 - Commercial 1 Zone
All other land	Clause 32.08 - General Residential Zone

2.3

01/08/2013
C148

Specific provisions – Use of land

The following provisions apply to the use of land. **Table 2: Use**

Use	Requirement
Office	A permit may be granted to use land for an office if the leasable floor area does not exceed 100 square metres.

Table 3: Shop use where the applied zone is Commercial 1 Zone

Use	Requirement
Shop	A permit is required to use land for a shop if the combined leasable floor area of all shops exceeds 6000 square metres.

2.4

24/06/2020
GC150

Specific provisions – Dwellings on a lot less than 300 square metres

A permit is not required to construct or extend one dwelling on a lot with an area less than 300 square metres where a site is identified as a lot to be assessed against the *Small Lot Housing Code* via a restriction on title, and it complies with the *Small Lot Housing Code (Victorian Planning Authority, November 2019)* incorporated pursuant to Clause 72.04 of the Melton Planning Scheme.

2.5

27/06/2012
C121

Specific provisions – Heritage house (HO47) and environs

Except with the written consent of the Responsible Authority, a permit must not be granted to use or subdivide land, or construct a building and carry out works within 100 metres to the south, east or west of the Heritage Place (HO47) until a Conservation Management Plan has been prepared for the heritage farmhouse and its environs to the satisfaction of the Responsible Authority.

3.0

03/10/2013
C134

Application requirements

If in the opinion of the Responsible Authority an application requirement listed at 3.1, 3.2 or 3.3 is not relevant to the assessment of an application, the Responsible Authority may waive or reduce the requirement.

3.1

27/06/2012
C121

Subdivision – residential development

In addition to the requirements of Clause 56.01-2, a Subdivision Design Response for a residential subdivision of less than 60 lots must show the proposed use and development of each part of the land and the staging of the development for all land in contiguous ownership with the land under application.

An application for a residential subdivision of 10 lots or more must be accompanied by:

- A written statement that sets out how the subdivision implements the incorporated *Diggers Rest Precinct Structure Plan*.
- Subdivision and Housing Design Guidelines, prepared to the satisfaction of the Responsible Authority, in accordance with the incorporated *Diggers Rest Precinct Structure Plan*.
- A table setting out the amount of land allocated to the proposed uses and expected population, dwelling and employment yields.
- A Traffic Impact Assessment Report to the satisfaction of the relevant road management authority.

Any application for residential subdivision must be accompanied by:

- Potential bus route and bus stop locations prepared to the satisfaction of the Director of Public Transport.
- An assessment of the existing surface and subsurface drainage conditions on the site by a suitably qualified professional and the potential impacts on the proposed development, including any measures required to mitigate the impacts of the development on groundwater and drainage.

3.2

27/06/2012
C121

Public Infrastructure Plan

An application for subdivision and or use and development of land must be accompanied by a Public Infrastructure Plan which addresses the following:

- what land may be affected or required for the provision of infrastructure works;
- the provision, staging and timing of stormwater drainage works;
- the provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment;
- the landscaping of any land;
- what, if any, infrastructure set out in the *Diggers Rest Development Contributions Plan* is sought to be provided as "works in lieu" subject to the consent of the collecting agency;
- the provision of public open space and land for any community facilities; and
- any other matter relevant to the provision of public infrastructure required by the Responsible Authority.

3.3

03/10/2013
C134

Diggers Rest Local Town Centre

An application to use, subdivide land, construct a building or construct or carry out works for a Local Town Centre must also include the following information, as appropriate, to the satisfaction of the responsible authority:

- A design response report and plans that:

- address the Local Town Centre Design Requirements, the Local Town Centre General Guidelines in Appendix A and the Local Town Centre Concept in figure 2 of the Diggers Rest Precinct Structure Plan;
 - address any relevant design guidelines prepared by the Victorian Government or the Melton City Council;
 - demonstrate how the proposal relates to existing or approved development in the area;
 - demonstrate site responsive architecture and urban design;
 - demonstrate how the proposal will contribute to the urban character of the Local Town Centre;
 - explain how the proposal responds to feedback received following consultation with relevant infrastructure agencies such as the Department of Transport;
 - include environmental sustainability initiatives including integrated water management and energy conservation;
 - include provisions for car parking including the location and design of car parking areas and car parking rates for proposed uses within the centre;
 - address the provision of advertising signs;
 - include arrangements for the provision of service areas and for deliveries and waste disposal including access for larger vehicles and measures to minimise the impact on the amenity of the centre and adjoining neighbourhoods; and
 - demonstrate how opportunities for medium and higher density housing and future commercial expansion can be incorporated into the centre (including on future upper levels and through future car park redevelopments).
- An overall landscape concept/master plan for the centre including a design of the town square/public space.

3.4

27/06/2012
C121

Specific provisions – Public transport referral requirements

For the purpose of Clause 52.36-1 of the scheme a development is generally in accordance with the *Diggers Rest Precinct Structure Plan* where the following requirements are met:

- A road nominated on *Plan 9 – Public Transport and Walking Trails* in the *Diggers Rest Precinct Structure Plan* as a potential bus route is constructed (including any partial road construction required) in accordance with its corresponding cross section in the *Diggers Rest Precinct Structure Plan*;
- Signalised intersections that contain a proposed Principal Public Transport Network (PPTN) route in the *Diggers Rest Precinct Structure Plan* include bus priority measures to mitigate delays to bus travel times, to the satisfaction of the Director of Public Transport;
- Any roundabouts or other management devices on potential bus routes are constructed to accommodate ultra low floor buses in accordance with the Public Transport Guidelines for Land Use and Development; and
- The proposal includes the construction of bus stops in locations approved by the Director of Public Transport including bus stop hard stands with direct and safe pedestrian access to a pedestrian path (all in accordance with the Public Transport Guidelines for Land Use and Development and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2001) at no cost to the Director of Public Transport all to the satisfaction of the Director of Public Transport.

A responsible authority may address any of the above matters through planning permit conditions.

4.028/08/2014
C158**Conditions and requirements for permits****4.1**27/06/2012
C121**General requirements**

A planning permit must include a condition or conditions which ensure that any requirements or conditions set out in the *Diggers Rest Precinct Structure Plan* and the *Diggers Rest Native Vegetation Precinct Plan* are implemented as part of the planning permit or the plans endorsed under the permit.

4.203/10/2013
C134**Conditions for subdivision or building and works permits where land is required for community facilities, public open space and road widening**

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

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

Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the *Diggers Rest Development Contributions Plan*.

Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant agency.

4.324/06/2020
GC150**Conditions for subdivision permits that allow for the creation of a lot of less than 300 square metres**

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

Prior to the certification of the plan of subdivision for the relevant stage, a plan must be submitted for approval to the satisfaction of the Responsible Authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the *Small Lot Housing Code (Victorian Planning Authority, November 2019)* incorporated pursuant to Clause 72.04 of the Melton Planning Scheme; and

The plan of subdivision submitted for certification must identify whether type A or type B of the *Small Lot Housing Code (Victorian Planning Authority, November 2019)* applies to each lot to the satisfaction of the Responsible Authority

4.401/08/2013
C148**Local town centre**

The boundary of a local town centre with the applied Commercial 1 Zone must be identified on the plan of subdivision to the satisfaction of the Responsible Authority.

4.501/08/2013
C148**Employment**

The boundary of the employment area with the applied Commercial 2 Zone must be identified on a plan of subdivision to the satisfaction of the Responsible Authority.

4.627/06/2012
C121**Conditions for subdivision and/ or development:**

Pertaining to 2-188 Davis Road, Diggers Rest (Lot 1 PS 302333 & Lot 4 LP6069), 62-144 Diggers Rest-Coimadai Road, Diggers Rest (Lot 1 PS315836 & Part of Lot 2 617724k) & 107-207 Plumpton Road, Diggers Rest (Lot 1 TP61801) – Environmental Site Assessment

Prior to the issue of a Statement of Compliance for a Plan of Subdivision under the Subdivision Act 1988, further testing in accordance with the recommendations of the *Future Diggers Rest Precinct Structure Plan, Diggers Rest, Phase 1 Environmental Site Assessment* (Golder Associates 2010) prepared for the property must be carried out to the satisfaction of the Responsible Authority. Upon completion of the testing the landowner must submit the results and comply with any additional requirements to the satisfaction of the Responsible Authority, having regard to the guidance set out in the General Practice Note on Potentially Contaminated Land June 2005 (DSE).

4.7

16/08/2018
C181

Biodiversity

Eastern Grey Kangaroos

Prior to the commencement of any works in a stage of subdivision of land an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Environment, Land, Water and Planning. The plan must include:

- Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and action to respond to their containment in an area with no reasonable likelihood of their continued safe existence
- The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:
 - Proceeding in the order of stages as shown on the plan; and
 - Implementing the management solutions and actions of the Plan;

all to the satisfaction of the Department of Environment, Land, Water and Planning, and the responsible authority.

Golden Sun Moth

Any permit which would allow subdivision, buildings or works that will impact on an area identified on the Threatened Species Action Plan in the *Diggers Rest Precinct Structure Plan* as Golden Sun Moth habitat must contain the following condition unless otherwise agreed to in writing by the Department of Environment, Land, Water and Planning.

- Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of the Secretary of the Department of Environment, Land, Water and Planning.

Striped Legless Lizard

Any permit which would allow subdivision, buildings or works that will impact on an area of land identified as potential Striped Legless Lizard habitat on the Threatened Species Action Plan in the *Diggers Rest Precinct Structure Plan* must contain the following condition unless otherwise agreed to in writing by the Department of Environment, Land, Water and Planning:

The specifications and requirements contained in the documents known as:

- The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011); and
- Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011);

must be complied with to the satisfaction of the Secretary of the Department of Environment, Land, Water and Planning.

5.0

27/06/2012
C121

Advertising signs

Land is in the category specified in the applied zone.

5.1

27/06/2012
C121

Land and home sales signs

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

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

5.2

27/06/2012
C121

Education and community facility promotion signs

Despite the provisions of Clause 52.05, a permit may be granted, for a period of not more than 5 years, to display an advertising sign that promotes an educational centre on the land identified as education, community and indoor recreation or active open space on Map 1 to this schedule.

6.0

16/08/2018
C181

Referral of applications

An application to subdivide land, or construct a building or carry out works (where the value of those works is in excess of \$500,000) on land in a local town centre must be referred in accordance with section 55 of the Act to the Victorian Planning Authority.

7.0

01/08/2013
C148

No exemption from notice and review

An application to use land for a purpose identified in the Table 2 at section 2.3 of this Schedule, on land where the applied zone is General Residential Zone, is not exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

45.06

31/07/2018
VC148

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

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

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

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

45.06-1

19/01/2006
VC37

Development contributions plan

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

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

A permit granted must:

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

45.06-2

19/01/2006
VC37

Preparation of a development contributions plan

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

The development contributions plan must:

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

The development contributions plan may:

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

16/08/2018
C181**SCHEDULE 5 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as DCPO5.

DIGGERS REST DEVELOPMENT CONTRIBUTIONS PLAN**1.0**27/06/2012
C121**Area covered by this development contributions plan**

All land within the Diggers Rest Precinct Structure Plan area as shown on the Planning Scheme Maps as DCPO5.

2.016/08/2018
C181**Summary of costs**

All Infrastructure

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Roads, Bridges, Intersections	25,941,503	Refer to DCP	25,493,904	98%
Active Recreation	31,903,000	Refer to DCP	22,710,000	71%
Community Facilities	7,558,000	Refer to DCP	7,558,000	100%
TOTAL	65,402,503		55,761,904	85%

Facility	LEVIES PAYABLE BY THE DEVELOPMENT				
	Development Infrastructure		Community infrastructure	All infrastructure	
	Residential	Employment		Residential development per NDA	Employment development per NDA
Roads & Intersections	\$81,499.65	\$81,499.65	-	\$81,499.65	\$81,499.65
Active Recreation	\$79,606.00	-	\$1,150 per dwelling	79,606.00	-
Community Facilities	\$26,493.27	-	-	26,493.27	-
TOTAL	\$187,598.92	\$81,499.65	\$1,150 per dwelling	\$187,598.92 plus \$1,150 per dwelling	\$81,499.65

3.009/11/2017
GC75**Summary of contributions**

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

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

The Community Infrastructure Levy (CIL) payable under this Development Contributions Plan (DCP)

Section 46L of the *Planning and Environment Act 1987* sets the maximum CIL amount that can be collected under an approved DCP.

If the maximum amount of the CIL which may be collected under an approved DCP is varied under section 46L of the *Planning and Environment Act 1987*, the collecting agency may adjust the amount of the CIL payable under this DCP in accordance with section 46L of the *Planning and Environment Act 1987*.

If the collecting agency adjusts the amount of the CIL payment under this DCP, the collecting agency will publish the adjusted amount of the CIL payable under this DCP on its website.

4.0

27/06/2012
C121

Land or development excluded from development contributions plan

Land required for the following as set out in the Diggers Rest Precinct Structure Plan is excluded from the Net Developable Area:

- Arterial roads, community facilities, government and non government schools.
- Encumbered land
- Active and passive open space.

Note: This schedule sets out a summary of the costs and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details

DAVIS ROAD DIGGERS REST SUBDIVISION HOUSING & DESIGN GUIDELINES

FOR: AUSTRALIAN INVESTMENT & DEVELOPMENTS PTY LTD

PRECINCT P1 and PRECINCT P2

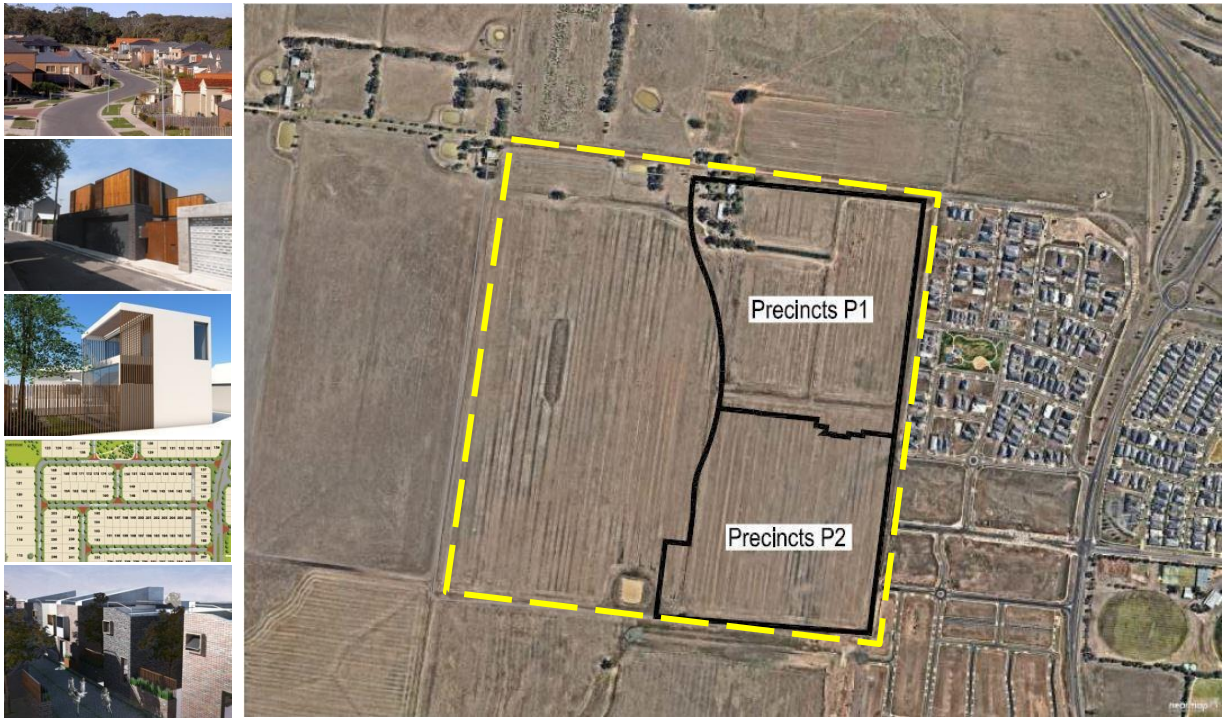
AT: 87 – 193 DAVIS ROAD, DIGGERS REST



MELTON PLANNING SCHEME

This plan is endorsed under the secondary consent provisions of
Condition 3 of
Planning Permit No. PA2012/3840
Plan 1 of 30

Lindsay Jacgung
Signature of Responsible Authority
Date 19/11/2020



KPD URBAN PLANNING AND DESIGN

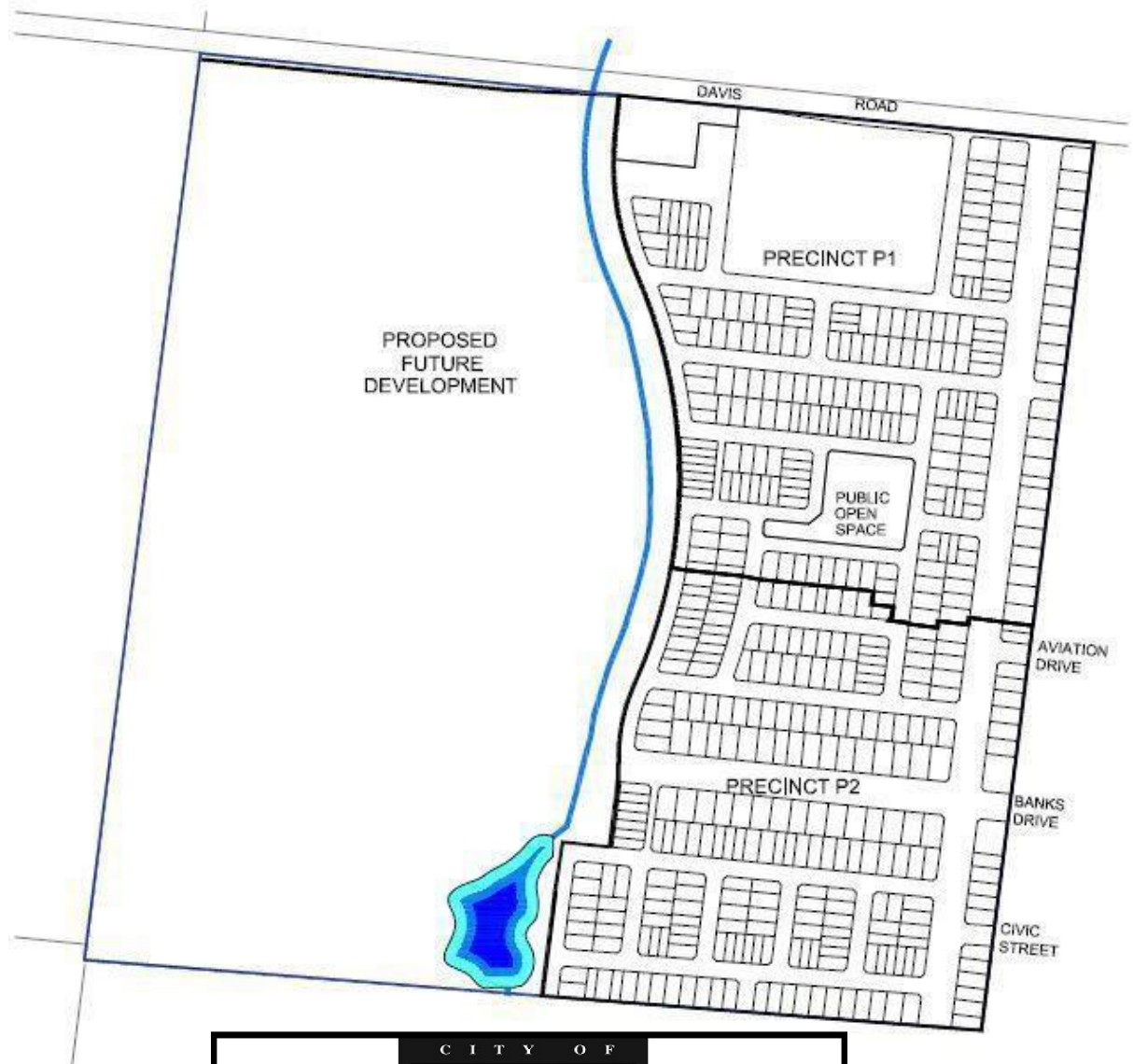
Prepared by: Kennelly Planning & Development in association with Beveridge Williams Pty Ltd

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Date: November 2020 (Rev-11/11/2020)
Kpd Ref: 4236/00 (P1 & P2)

Davis Road Estate Diggers Rest - ILLUSTRATIVE MASTER PLAN



CITY OF

MELTON
MELTON PLANNING SCHEME

**This plan is endorsed under the secondary consent provisions of
Condition 3 of
Planning Permit No. PA2012/3840
Plan 2 of 30**

**Lindsay Jacgung
Signature of Responsible Authority
Date 19/11/2020**

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KPD - DOCUMENT CONTROL




Revision	Author	Reviewed	Description of Change
26.11.12	AO	BJK 	Draft.
14.12.12	AO	AO 	Client Issue.
20.12.12	AO	AO 	Council Issue.
Note	Reiterations	between 20.12.12 & 24.04.2018 in discussion with Melton City Council.	
24.04.2018	BJK	BJK	Final Guidelines Document for Council Endorsement (In Response To Council Final Comments of 16.02.2018 and 17.04.2018).
11.11.2020	BJK	PL/BJK	Amended Guidelines Document providing for 'Three Garage Accommodation', Precinct 1 only (sections 3.6 page 13 & 4.1 page 16 here) for Council Endorsement.

TABLE OF CONTENTS

1.0 INTRODUCTION	5
1.1 Purpose.....	5
1.2 Developers Approval.....	5
1.3 Planning and Building Permits - All lots	6
1.4 Lots Less Than 300square metres - Small Lot Housing Code	6
1.5 Medium Density and Multiple Dwelling Sites	6
1.6 Statutory Obligations.....	6
2.0 SITING & ORIENTATION	7
2.1 General	7
2.2 Density.....	7
2.3 Orientation.....	7
2.4 Setbacks.....	8
2.5 Corner Allotments.....	10
3.0 BUILT FORM	11
3.1 General.....	11
3.2 Architectural Style.....	11
3.3 Building Height.....	12
3.4 Site Cover.....	12
3.5 Corner lot Characteristics	13
3.6 Garages & Carports	13
3.7 Finishes and Materials.....	14
3.8 Roofing Styles	14
3.9 Development on Small Lots (less than 300m2).....	15
4.0 AMENITY	16
4.1 Driveways	16
4.2 Fencing	17
4.3 Utilities & Services.....	20
4.4 Letterboxes	21
4.5 Maintenance of the Lot.....	21
4.6 Commercial Vehicles	22
4.7 Signs.....	22
5.0 LANDSCAPING	23
Landscaping & Tree Protection	23
APPENDIX 1 - Dual Occupancy Allotments Precinct 1	24
APPENDIX 2 - Dual Occupancy Allotments Precinct 2	25
APPENDIX 3 - Building and Design Approval Application Form and Check List	26
END OF DOCUMENT	28

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MELTON
 MELTON PLANNING SCHEME

This plan is endorsed under the secondary consent provisions of Condition 3 of Planning Permit No. PA2012/3840

Plan 4 of 30

Lindsay Jacgung
 Signature of Responsible Authority
 Date 19/11/2020

1.0 INTRODUCTION

1.1 Purpose

The aim of these Design Guidelines (“Guidelines”) is to create a cohesive design vision for the development of the residential estate at 87 – 193 Davis Road, Diggers Rest.

The Guidelines are to be provided to land owners and have been developed to foster housing diversity and a high standard of built form; to ensure all homes within the estate reflect the vision of the development in creating an integrated community supported by landscaped surrounds.

All planning and building related matters will be considered by Council.

The Guidelines apply to all lots in Precinct 1 & 2 of the estate as shown at page 2 here. Owners, designers and builders should review these Design Guidelines in conjunction with the land sales contract.

1.2 Developers Approval

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

The DREBDAC also reserves the right to vary or waive a requirement contained in the Design Guidelines if the DREBDAC is satisfied that the design demonstrates architectural merit, excluding those requirements of the Design Guidelines that appear as a restriction within the MCP.

The following steps illustrate the process for each purchaser in order to construct a house on the Davis Road Estate at Diggers Rest.



- | | |
|--------|---|
| Step 1 | Design Your Home
With your architect or builder, make sure your home design complies with these Housing Design Guidelines. |
| Step 2 | Davis Road Estate Building and Design Approval Committee
Make your application to the DREBDAC
(The DREBDAC Building and Design Approval application form and checklist is included as Appendix 3 to this document) |
| Step 3 | Building Permit
Make your application to Council for your building permit. |
| Step 4 | Construction
After receiving your building permit you can proceed with the construction of your new home. |

1.3 Planning and Building Permits - All Lots.

A maximum of (1) dwelling is permitted per allotment with the exception of corner lots with an area greater than 450m² designated for dual occupancy. See Appendix 1 and 2.

All dwelling designs are required to comply with Clause 54 of the Melton Planning Scheme.

Part 4 of the Building Regulations of Victoria is also applicable.

All building works at the estate will require a building permit to be issued, regardless of the need for a planning permit (see 1.6 below). A building permit is separate to a planning permit.

Compliance with the above statutory requirements will be assessed by a building surveyor and/or Melton City Council.

1.4 Lots less than 300 square metres – Small Lot Housing Code

A planning permit is not required to be granted from Council, except where the lot is less than 300 square metres and the proposed design **does not comply** with the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme.

Any planning permit application required under the Melton Planning Scheme will be subject to normal notice and review rights under the Planning and Environment Act 1987.

While all care has been taken to ensure that the Guidelines comply with current building legislation, it remains the responsibility of the owner to ensure compliance with all statutory requirements are met.

1.5 Medium and Multiple Dwelling Sites

These design guidelines do not cover integrated development sites that require a separate planning permit. Medium or High density lots cannot be developed without obtaining a planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density lot, the plans must be assessed and approved by the Davis Road Estate Building Design Approval Committee DREBDAC.

1.6 Statutory Obligations

It is the responsibility of the purchaser to ensure that, in addition to meeting the design guidelines and covenants, that all submitted design documents comply with the National Construction Code, Victorian Building Code, Victorian Energy Rating Standards, ResCode and all other planning and authority requirements and ensure your building design complies with the Melton Planning Scheme and the Building Regulations of Victoria.

Following relevant statutory approvals (as required), you will be able to commence construction of your new home.

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



2.0 SITING & ORIENTATION

2.1 General

The siting and orientation of dwellings should be considered for a number of reasons, including:

- Ensuring appropriate presentation to a street frontage;
- Maximising the benefits of solar access;
- Promoting energy efficiency;
- Minimising opportunities for overlooking; and
- Ensuring a high standard of amenity for all residents.



2.2 Density

- With the exception of lots designated for dual occupancy or medium density at Appendix A and Appendix B, no more than one (1) dwelling may be constructed on a lot.

2.3 Orientation

- Dwellings must:
 - Be oriented toward the street frontage and facilitate casual surveillance;
 - Be provided with a clear and legible entrance;
 - Be oriented to make maximise solar efficiency;
 - Where practicable, locate living areas and private open space on the north side of the dwelling;
 - Be designed so that solar access to north-facing windows is maximised.

2.4 Setbacks

These guidelines apply to conventional or standard allotments. The setbacks on allotments nominated less than 300 square meters will be subject to the provisions of the Small Lot Housing Code.

- **Front Setback:**

- In order to complement the streetscape, dwellings are to be setback as follows:

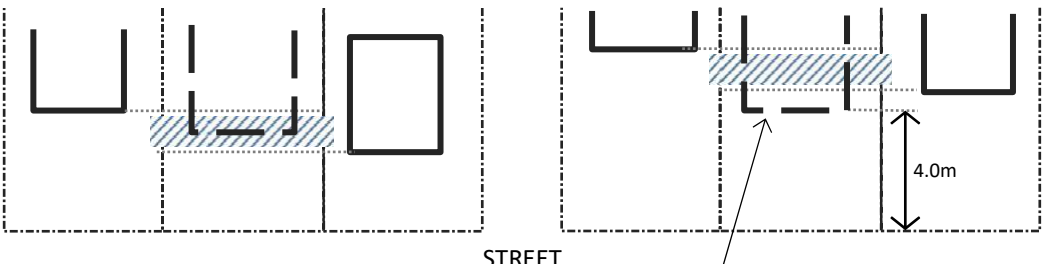
Area	Front Setback Requirement
All Lots (4m-6m)	Minimum of 4m and a maximum of 6m from any road frontage including a Collector Road where that minimum is 4m.
 <p data-bbox="391 1288 782 1344"> Average setback of adjoining dwellings // Is encouraged </p> <p data-bbox="925 1288 1404 1366"> The house may be setback a minimum of 4.0m where the average front setback of adjoining buildings is setback more than 4.0m. </p>	

Figure 1: Front Setback Requirements

Porches, porticos and verandas less than 3.6m high may encroach up to 1.0m into the minimum front setback.

- On Small Lots (less than 300m²) front loaded dwellings must be setback from the front property boundary by a minimum of 3.0m and a maximum of 5.0m.



- **Side Setback:**

- 1 metre, plus 0.3 metres for every metre of height over 3.6 metres up to 6.9 metres, plus 1 metre for every metre of height over 6.9 metres.
- All single storey dwellings with a frontage of 18 metres or greater employ a minimum side setback of 1 metre on both sides (garages may be built to the boundary).

- Exclusions

Sunblinds, verandas, porches, eaves, fascia, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating or cooling equipment or other services may encroach not more than 0.5 metres into the setbacks of this standard.

Landings having an area of not more than 2 square metres and less than 1 metre high, stairways, ramps, pergolas, shade sails and carports may encroach into the setbacks of this standard.

- All corner allotments must employ a minimum 2.0m side setback along secondary frontages adjacent to areas of public realm (i.e. roads & parks etc.).

- **Rear Setback:**

- The building setback of dwellings to rear boundaries to be a minimum of 2.0metres.

- **Garage Setback**

- Garages must be setback a minimum 5.0m from the front site boundary and an additional 500mm from adjoining front building line or which is greater where front loaded and 2.0m if garage is located adjacent to secondary frontage.
- Where facing the secondary street frontage, the garage must be setback a minimum of 2.0m from the secondary street frontage. (Removed from 2.5 to place here).



2.5 Corner Allotments

- Corner dwellings must address both their primary and secondary street frontages through the use of wrap around verandahs, feature windowing and detail etc.
- Corner dwellings should include a habitable room with a clear view to secondary streetscapes.
- Materials and articulation treatments used on a corner dwelling's front façade should continue onto other facades facing the secondary street.
- Garages must be located adjacent to the lot boundary except where adjacent to boundaries abutting public open space.
- Standard corner lots must comply with the setback requirements of ResCode, as applicable.
- Porches, porticos and verandas less than 3.6m in height are encouraged and may encroach up to 1.0m into the minimum front setback.



3.0 BUILT FORM

3.1 General

- In order to maintain the amenity of residents, and to protect your investment, development within the estate is to exhibit a high standard of design. A variety of house designs is encouraged and should be responsive to the features of the allotment; having regard to any slope or vegetation.

3.2 Architectural Style

- Owners are encouraged to construct innovative and contextually appropriate designs that contribute to achieving a cohesive residential image for the Estate.
- Dwellings should exhibit a high standard of design and incorporate design elements that will assist in reducing building bulk and contribute to visual interest (refer Figure 2). This can be achieved through a combination of:
 - porches/verandas
 - recesses
 - variation in materials, colours, and/or textures including between levels
 - variations in the built form
- Dwelling articulation may be achieved by:
 - Stepping front walls
 - Use of different materials and colours
 - Window surrounds
 - Verandas and Porches
 - Deep roof overhangs
 - Setting back the second storey



Figure 2: Examples of detached dwellings that exhibit an appropriate standard of design.

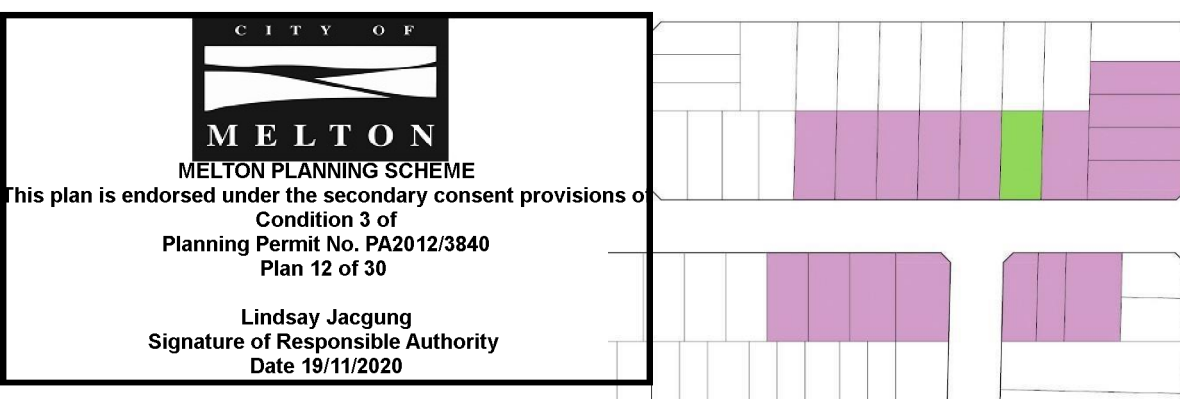
- With the exception of dual occupancy, multiple dwellings, medium density housing and lots under 300m² (which are subject to the Small Lot Housing Code), houses with identical facades must be separated by a minimum of five continuous houses in any direction.

On lots less than 300 m² two dwellings with identical facades shall not be built within two contiguous lot spaces of the original lot.

Figure 3: Identical Facades Diagram.

-Green Façade Type Approved

- Approval will not be permitted in purple area for a building identical to a Green façade type



3.3 Building Height

- The maximum building height should not exceed 9m.
- Triple Storey dwellings and/or basements should adhere to the relevant height requirements and accord with ResCode and the Small Lot Housing Code (as applicable).
- Ceiling heights for single storey dwellings and the ground floor of double storey dwellings are to be a minimum ceiling height of 2590mm unless otherwise approved by the DREBDAC.

3.4 Site Cover

- Site cover would not generally exceed 60% unless appropriately located (e.g. in areas with higher levels of amenity; fronting open space, etc.).

3.5 Corner Lot Characteristics

- Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both the street frontage and the public open space through the use of wrap around verandas, feature windows, detailing, etc. The use of well-articulated architectural features will create visual interest when observed from the secondary street frontage.

3.6 Garages

- Design and location of garages should ensure they are unobtrusive to the street. Carports are not permitted.
- All dwellings must provide garaged car parking at the following rates:
 - Two (2) Bedroom Dwelling: Minimum of one (1) space;
 - Three (3) or More Bedroom Dwelling: Minimum of two (2) spaces.
- Garages are encouraged to be slim line, sectional tilt or panel lift doors. Roller doors should only be permitted at the rear of the garage, possibly with access to the yard or where the garage door is not visible from the public realm. Garages are not to dominate the presentation to the street. This can be achieved by use of stepped building faces to the street, use of varying building materials and good design.
- Free standing garages should be designed to integrate with the dwelling through adopting a similar roof form and materials palette. For garages fronting / addressing secondary frontages they are to be located toward the rear of the site and are not required to be integrated under the main roofline of the dwelling.
- A 'three garage accommodation approach' is permitted in the following cases and only in Precinct 1 (as identified on the illustrative Master Plan shown at page 2 here):
 - Lots with a suitable 18 m frontage and corner lots with a minimum 20 m frontage located on Madisons Avenue (the main north-south connector road) north of Showman Drive;
 - All outcomes to provide no more than a single driveway/crossover;
 - The three garage approach is to be made up of a double with a recessed single garage (or vice versa), with all garages included under the main pitched roof line;
 - with this approach, double garage doors are a maximum width of 5.5 m and single garage doors a maximum width of 2.6 m.
- The two large lots, one on the SE corner of Davis Road and Madisons Avenue the other on the SE corner of Madisons Avenue and Showman Drive, are suitable for a driveway from each respective road. They are both suitably large enough and wide enough to provide for two crossovers one in the NE corner and one in the SW corner respectively located away from their respective intersections.
- For all lots where the garage is located at the front of a dwelling, the door or opening must not occupy more than 40% of the width of the allotment street frontage if the dwelling is single storey.
- For double storey dwellings with garages that exceed 40% of the Lot frontage, balconies or windows are encouraged above the garages to part or all where a practical and good design outcome is achieved.
- Council does not support garages siding onto streets unless it is a rear loaded garage.
- For corner dwellings, garages must not be located on the corner where the primary and secondary frontages meet.



3.5 Finishes and Materials

Wall materials for dwellings are to be articulated to achieve an interesting composition that complements the wider streetscape.

A mixture of materials, colour and finish is encouraged.

The utilisation of different materials (e.g. natural stone, exposed timber) will be considered and are encouraged as key design articulation elements (See figure 2).

External walls must be constructed from a minimum of 50% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements.

Colours play an important role in influencing the look and feel of a streetscape. In order to provide a sense of harmony and consistency, a palette of complementary colours should be selected to reflect the local landscape character and history of the area.

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

3.6 Roofing Styles

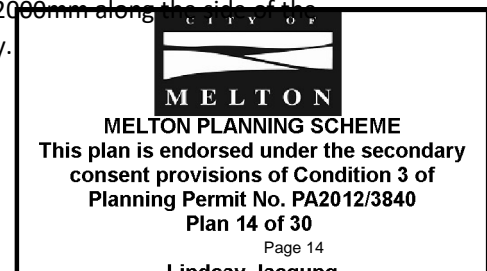
Roofing and eaves are important to the overall aesthetics of a building.

They influence the character and amenity of a neighbourhood and can contribute to the passive performance of a building.

Roof forms are encouraged to be pitched at a minimum of 22 degrees or a minimum of 16 degrees for skillion.

Roof forms that use a combination of styles are also encouraged. Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades and where double storey dwellings a minimum overhang of 450mm must be incorporated into all faces of the dwelling.

Single storey dwellings are to provide eaves that wrap around a minimum of 2000mm along the side of the dwelling from any street frontage or sideage, except where built to boundary.



3.7 Development on Small Lots (less than 300m²)

Development on small lots (less than 300m² in area) must be in accordance with the Small Lot Housing Code with particular regard to the relevant provisions relating to:

- Minimum and maximum street setbacks;
- Building Height;
- Site Coverage;
- Permeability;
- Car Parking;
- Side and Rear Setbacks;
- Walls on Boundaries;
- Overshadowing;
- Overlooking;
- Daylight to Habitable Room Windows; and
- Private Open Space.



4.0 AMENITY

4.1 Driveways

- Driveways are a major visual element of the estate and should be constructed using materials that complement the dwelling textures and colours. Materials may include (but are not limited to):
 - Stone;
 - Brick;
 - Exposed aggregate; or
 - Coloured concrete.
- Only one driveway will be permitted for each lot with the exception of dual occupancy allotments in which a single individual driveway may be provided to each dwelling and the two large lots, one on the SE corner of Davis Road and Madisons Avenue the other on the SE corner of Madisons Avenue and Showman Drive, these lots are suitable for a driveway from each respective road. They are both suitably large enough and wide enough to provide for two crossovers one in the NE corner and one in the SW corner respectively, located away from their respective intersections.
- Driveways must not be wider than garage door.
- Where an alternative driveway location is provided to respond to a dwelling, the existing driveway must be removed at the time the new drive is constructed.
- With the exception of dual occupancy, multiple dwellings or medium density housing, driveways to lots must be set back a minimum of 0.5m from a side boundary to allow for landscaping along the length of the driveway (refer Figure 4).

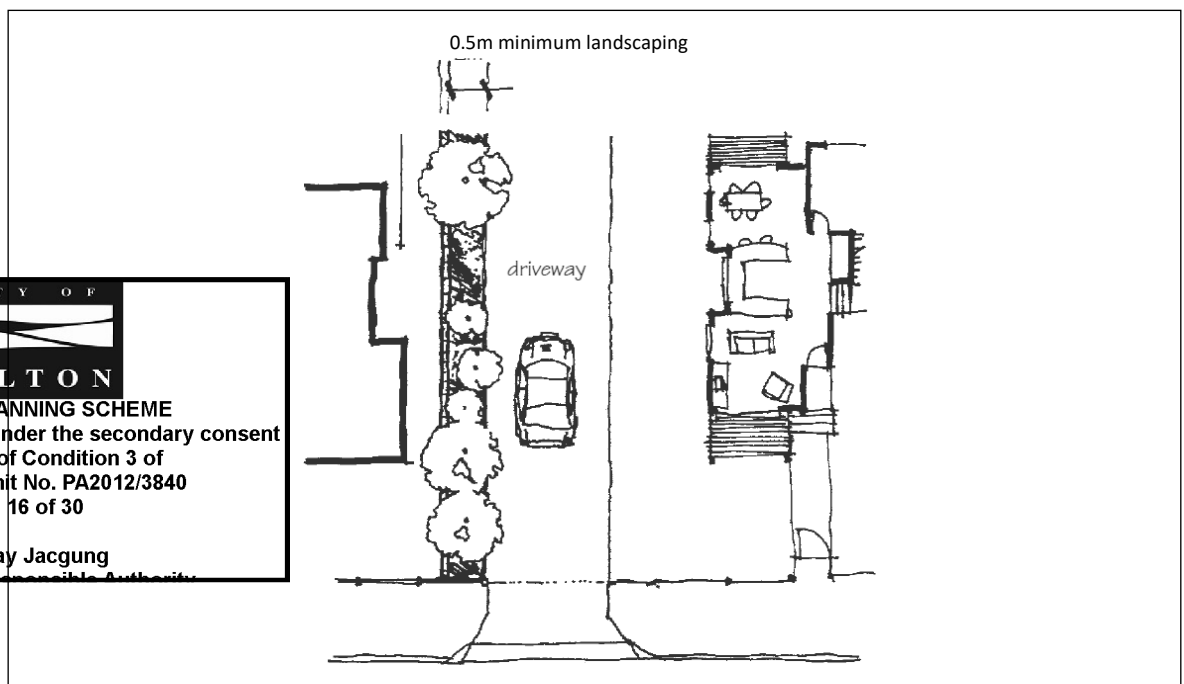


Figure 4: Landscaping to side boundary (adjacent driveway)

4.2 Fencing

- All fencing must be of a consistent type and should be designed to be compatible with the dwelling built form.
- The use of front fences is encouraged along roads considered as main thoroughfares.
- Where a fence is proposed, the height of fences/walls to a road frontage must not exceed 1.2m unless suitably transparent or permeable to enable viewing of the public area for surveillance and safety and should be integrated into the landscape design (refer Figures 6 & 8).
- All internal boundary fencing must be a timber paling fence with a height no greater than 1.8m.
- All internal and wingwall fencing must be setback a minimum 1m from the front building façade.
- Council’s landscape supervisor should be contacted where wiring fencing is pursued.
- For corner dwellings, high quality fencing treatments must be employed on secondary frontages and this treatment must be constructed using Australian Native Brush style timber fencing (Brush *Cassinia Arcuata*) of height no greater than 1.8m. All secondary street frontage fencing is to be setback a minimum 4m from dwellings adjoining front façade.



Figure 5



140656.doc/BJK: DKK

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- Fencing may include a variety of materials (refer Figures 5, 6, 7 & 8).
- Front and side fencing forward of the building line is encouraged to be of either masonry, timber slats or transparent and directly reference the building style of the dwelling.
- Lots with direct frontage to the linear public open space area are to include high front fencing to provide for security, which is also permeable and transparent to allow for passive surveillance of the public realm (refer Figure 8).



Figure 6: Examples of appropriate front fencing.





CITY OF

MELTON
MELTON PLANNING SCHEME

**This plan is endorsed under the secondary consent provisions of
Condition 3 of
Planning Permit No. PA2012/3840
Plan 19 of 30**

**Lindsay Jacgung
Signature of Responsible Authority
Date 19/11/2020**



Figure 7: Examples of appropriate side and back fencing.



Figure 8: Examples of appropriate front fencing for lots with direct frontage to linear open space.

4.3 Utilities & Services

- External fixtures or service areas are to be appropriately located and/or screened from view to mitigate any adverse impacts to the streetscape and amenity of residents as follows:
 - Solar Water Heaters: Where possible are to be located out of view of the street frontage or public spaces and follow the roofline.
 - Rainwater Tanks: Are not encouraged at the front of a dwelling but must not be visible from the street frontage or public spaces. All tanks and accessories are to be coloured to match and/or compliment the dwelling.
 - Garbage Bin: Bin storage and collection areas are located on site and are screened from view.
 - Advertising Signs: With the exception of sale signs / similar, no signage is permitted on any lot.
 - All external plumbing must be out of public view, with the exception of gutters and downpipes.
 - No downpipes must be located on the front façade of the dwelling.
 - External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling.
 - Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.
 - Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.
 - Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.
 - Metal security shutters are not permitted.



4.4 Letterboxes

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



Figure 9: Examples of Letter Box Style.

4.5 Maintenance of the Lot

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish.

Builder's waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate.

Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level.
Rubbish and recycle bins must be stored out of public view.

It will be at the discretion of the DREBDAC to determine if allotments are being maintained to an acceptable level.

4.6 Commercial Vehicles

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

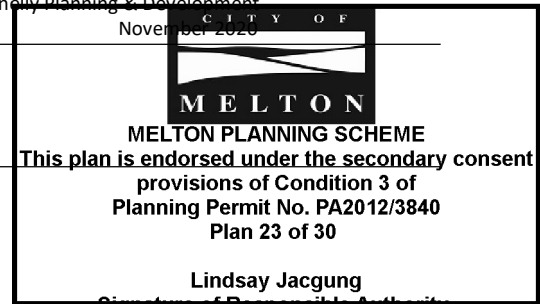
4.7 Signs

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

Builder's signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction.

Only one advertising sign permitted per dwelling at any one time and these signs must be removed once the property is sold.





5.0 LANDSCAPING

Landscaping and Tree Protection

- Landscaping throughout the estate is to contribute to the streetscape through an attractive landscape outcome that enhances the amenity of buildings and is responsive to the built form and environmental conditions of the locality, by ensuring:
 - Landscape design allows for the overlooking of the street and pedestrian entry areas;
 - Landscape design and planting minimises the need for watering.
 - Trees or shrubs with a mature height in excess of 3 metres are appropriately setback from dwellings;
 - Landscaping is undertaken in accordance with any relevant Melton City Council Policy. Owners should obtain a list of allowable vegetation within the municipality.
 - Front gardens should be planted with a minimum of one canopy tree per standard residential lot frontage combined with lower scale planting. The canopy tree should have a minimum mature height of 4m.
- A landscape concept plan outlining the details and elements of the home's front landscaping design must also be provided when the building design is submitted to the Council for approval.
- Landscape concept plans may include:
 - A design and plant selection that minimises the need for garden watering.
 - The provision of at least 2 semi matured trees (a minimum of 1 metre in height)
 - 60% of the ground covering must be permeable. No more than 40% of landscape surfaces including driveways and paths are to have an impervious surface.
 - The front landscaping must be completed within 3 months of receiving the Certificate of Occupancy.
- Impermeable hard surface materials must not exceed 40% of the front garden area including the driveway and front path.
- A minimum softscape area of 60% of the total front garden area is to be installed. The softscape should consist of turf, garden beds and permeable surface materials including decorative stone aggregate or pebbles. At least 30% of the softscape area must consist of planted garden bed.
- Established trees are retained where removal is not required to site new buildings and will form part or the entire two semi matured trees, where applicable.

End of Guide Text, See Appendices to follow as part of Guide.

Appendix 1 - Dual Occupancy Allotments Precinct 1



CITY OF MELTON
MELTON PLANNING SCHEME
 This plan is endorsed under the secondary consent provisions of Condition 3 of Planning Permit No. PA2012/3840 Plan 25 of 30
 Lindsay Jacung
 Signature of Responsible Authority
 Date 19/11/2020

DUAL OCCUPANCY ALLOTMENTS and LOT CATEGORIES PLAN - PRECINCT 1

Total Site Area : 70 ha (subject to survey)
 Precinct 1 Area: 16.93ha

22.5m x 28m	- 0.04ha	- 0.35%	1 lots @ 2135sqm av
8.5m x 20m	- 0.03ha	- 0.18%	2 lots @ 1705sqm av
22m x 55m	- 0.12ha	- 0.71%	1 lots @ 1201sqm av
9m x 30m	- 0.41ha	- 2.42%	14 lots @ 2125sqm av
12.5m x 27m	- 1.23ha	- 7.27%	27 lots @ 4565sqm av
14m x 27m	- 1.11ha	- 6.54%	30 lots @ 3765sqm av
16m x 27m	- 0.48ha	- 2.84%	11 lots @ 4255sqm av
9m x 27m	- 0.15ha	- 0.89%	6 lots @ 2135sqm av
18m x 28m	- 1.34ha	- 7.91%	27 lots @ 4945sqm av
19m x 28m	- 0.85ha	- 5.00%	1 lot @ 2135sqm av
15m x 27m	- 1.00ha	- 5.91%	26 lots @ 3865sqm av
7.5m x 28.5m	- 0.18ha	- 1.06%	7 lots @ 2535sqm av
8.5m x 27m	- 0.58ha	- 3.43%	25 lots @ 2315sqm av
10.5m x 27m	- 0.39ha	- 2.30%	14 lots @ 2755sqm av
13m x 19m	- 0.30ha	- 1.77%	12 lots @ 2545sqm av
14.5m x 20m	- 0.03ha	- 0.18%	1 lots @ 2865sqm av

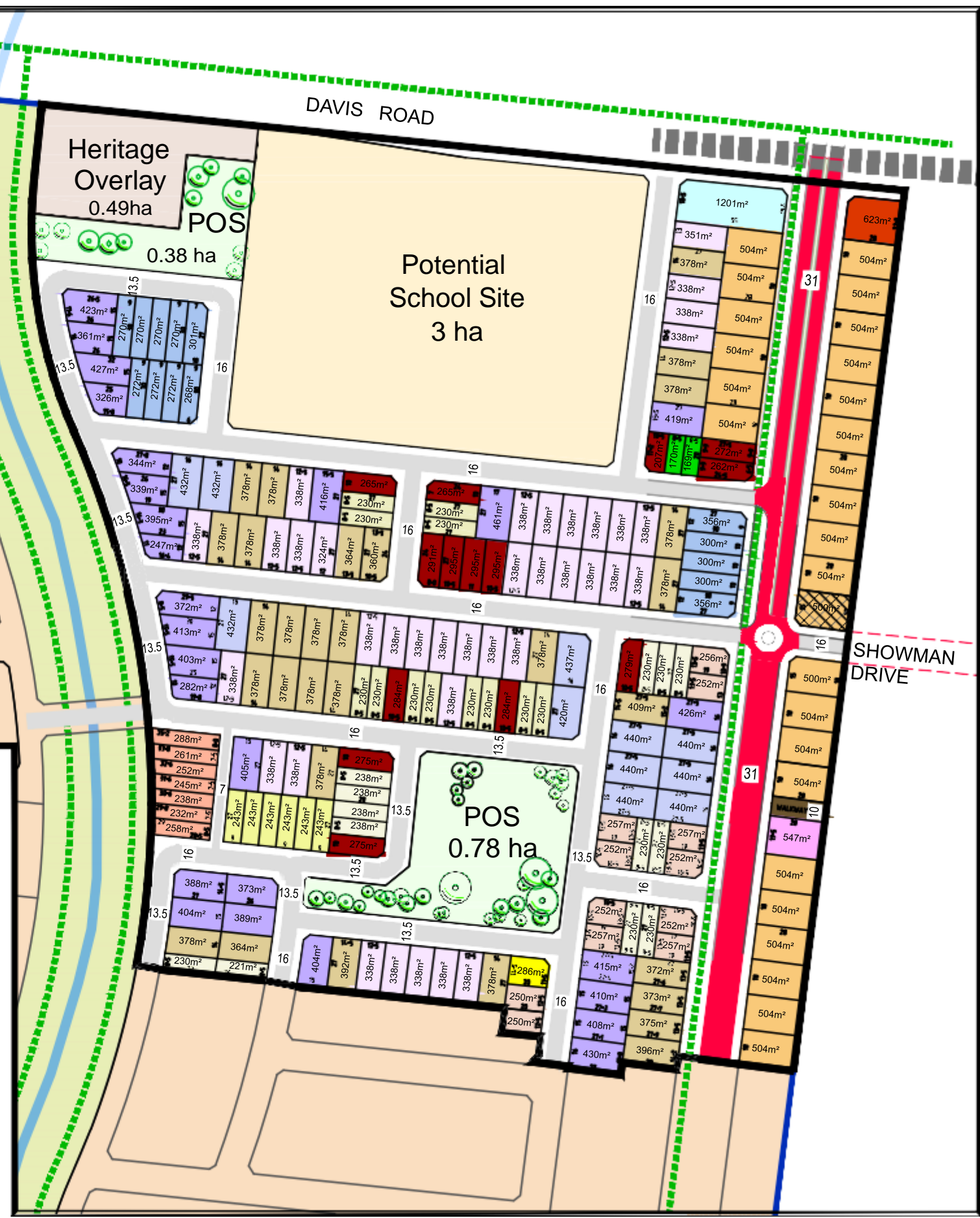
Lots in Precinct 1: 7.46ha 44.08% 215 lots @ 347sqm av

Walkway	- 0.03ha	- 0.18%
School Site	- 3.00ha	- 17.71%
Uncumbered Open Space	- 1.16ha	- 6.85%
Heritage Overlay	- 0.49ha	- 2.89%
Road Reserve	- 4.68ha	- 27.64%
Road Widening	- 0.11ha	- 0.65%

Total Area 16.93ha - Precinct 1

LEGEND

- Precinct 1 Boundary
- Precinct 1 Stage Boundary
- Local Road
- Connector Street (31m)
- Landscape Trail
- Dual Occupancy Allotments



THESE PLANS MUST BE USED IN CONJUNCTION WITH SPECIFICATIONS PREPARED BY WBCM PTY. LTD.

REV	AMENDMENT	DATE	APP / DRN	PROJECT
A	INITIAL ISSUE	27.02.18	S.M./A.P.S.	87-193 DAVIS ROAD DIGGERS REST
B	DUAL OCCUPANCY ADJUSTED	19.04.18	S.M./N.T.	

DETAILS	MUNICIPALITY
DUAL OCCUPANCY ALLOTMENTS PRECINCT 1	CITY OF MELTON

PRINCIPAL	DATUM (A.H.D.)	APPROVED
Australian Investment & Development Pty Ltd	A.P.S.	S.M.
DESIGNED	A.P.S.	CHECKED
DRAWN	A.P.S.	DATE
		February 2018

BW Beveridge Williams
 development & environment consultants
 1 Glenferrie Road
 Malvern VIC 3144
 ph: 03 9524 8888
 www.beveridgewilliams.com.au

SCALE AT A1	REV
1:2500 @ A3	B
WBCM DRAWING No.	
4236-01-985	

Appendix 2 - Dual Occupancy Allotments Precinct 2



DUAL OCCUPANCY ALLOTMENTS and LOT CATEGORIES PLAN - PRECINCT 2

87-193 DAVIS ROAD DIGGERS REST
Total Site Area : 70.23 ha (subject to survey)

LEGEND

- Precinct 2 Boundary
- Precinct 2 Stage Boundary
- Local Road
- Connector Street (31m)
- Landscape Trail
- Dual Occupancy Allotments
- MD - Medium Density

CITY OF MELTON

MELTON PLANNING SCHEME

This plan is endorsed under the secondary consent provisions of Condition 3 of Planning Permit No. PA2012/3840 Plan 27 of 30

Lindsay Jacung
Signature of Responsible Authority

7.5m x 30m	- 0.02ha	- 0.14%	1 lot @ 215sqm av
8.5m x 27m	- 0.53ha	- 3.61%	23 lots @ 232sqm av
9m x 25m	- 0.02ha	- 0.14%	1 lot @ 225sqm
9m x 27m	- 0.49ha	- 3.34%	20 lots @ 245sqm av
9m x 28m	- 0.08ha	- 0.54%	3 lots @ 263sqm av
9.5m x 29m	- 0.03ha	- 0.20%	1 lot @ 217sqm
9.5m x 30m	- 0.05ha	- 0.36%	2 lots @ 269sqm av
9.5m x 32m	- 0.20ha	- 1.39%	7 lots @ 289sqm av
10m x 27m	- 0.19ha	- 1.32%	7 lots @ 210sqm av
11.5m x 27m	- 0.15ha	- 1.05%	5 lots @ 299sqm av
12.5m x 20m	- 0.02ha	- 0.17%	1 lot @ 243sqm
12.5m x 25m	- 0.09ha	- 0.64%	3 lots @ 313sqm av
12.5m x 26m	- 0.13ha	- 0.88%	4 lots @ 325sqm av
12.5m x 27m	- 0.70ha	- 4.76%	21 lots @ 335sqm av
12.5m x 28m	- 0.42ha	- 2.87%	12 lots @ 354sqm av
12.5m x 29m	- 0.22ha	- 1.48%	6 lots @ 363sqm av
12.5m x 32m	- 0.38ha	- 2.59%	10 lots @ 381sqm av
13m x 30m	- 0.08ha	- 0.54%	2 lots @ 389sqm av
13.5m x 27m	- 0.04ha	- 0.26%	1 lot @ 350sqm
14m x 25m	- 0.49ha	- 3.30%	14 lots @ 346sqm av
14m x 26m	- 0.62ha	- 4.20%	17 lots @ 369sqm av
14m x 27m	- 0.41ha	- 2.82%	11 lots @ 375sqm av
14m x 28m	- 0.27ha	- 1.84%	7 lots @ 386sqm av
14m x 29m	- 0.76ha	- 5.27%	19 lots @ 406sqm av
14m x 32m	- 0.30ha	- 2.02%	7 lots @ 424sqm av
15m x 28m	- 0.46ha	- 3.10%	12 lots @ 385sqm av
16m x 27m	- 0.04ha	- 0.29%	1 lot @ 428sqm
16m x 28m	- 0.13ha	- 0.90%	1 lot @ 436sqm av
16m x 29m	- 0.09ha	- 0.61%	2 lots @ 433sqm av
16m x 32m	- 0.49ha	- 4.46%	14 lots @ 394sqm av
18m x 28m	- 0.05ha	- 0.33%	1 lot @ 492sqm
18m x 32m	- 0.96ha	- 6.53%	17 lots @ 369sqm av
19m x 32m	- 0.06ha	- 0.40%	1 lot @ 389sqm
34m x 28m	- 0.19ha	- 1.26%	2 lots @ 327sqm av

Lots in Precinct 2: 9.27ha 63.10% 256 lots @ 362sqm av

Road Reserve - 5.42ha - 36.90%

Total Area 14.69ha - Precinct 2



REV	AMENDMENT	DATE	APP / DRN	PROJECT	PREPARED	DATE
A	INITIAL DRAFT	17/02/12	SR / A.P.S.	87-193 DAVIS ROAD DIGGERS REST	Australian Investment & Development Pty Ltd	
B	MEDIUM DENSITY ADDED	18/04/12	SR / W.T.	DUAL OCCUPANCY ALLOTMENTS PRECINCT 2	Beveridge Williams	
				DETAILS	DRAWN (A.I.D.)	CHECKED (W.T.)
				MUNICIPALITY	CITY OF MELTON	DATE
					4.P.S.	FEBRUARY 23 12

THESE PLANS MUST BE USED IN CONJUNCTION WITH SPECIFICATIONS PREPARED BY BWM PTY, LTD.

BW Beveridge Williams
development & environment consultants

1 Glenferrie Road
Malvern VIC 3144
ph: 03 9524 8888
www.beveridgewilliams.com.au

DO NOT SCALE DRAWING	REV
SCALE A1 AT 1:7500 (A4)	B
WDC DRAWING No.	4236-02-985

Appendix 3 – BUILDING AND DESIGN APPROVAL APPLICATION FORM

Davis Road Estate, Diggers Rest – DREBDAC (Davis Road Estate Building Design Approval Committee)

Land Owners Details

Name:
Current Address:
.....
Phone:
Email:

Property Number

Lot Number:
Street Address:
.....

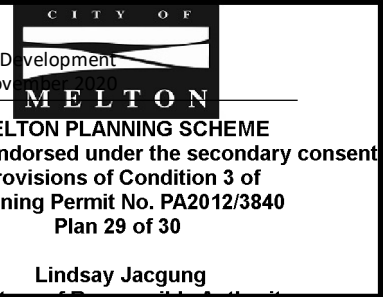
Builder | Designer | Architect

Company Name:
Contact:
Address:
.....
Phone:
Email:



Building Design Details

Builder:
Building Model if Applicable:
Floor Area:



Submission Requirements

2 x copies of each of the following plans are required:

- Site Plan showing proposed structures, setbacks from all boundaries, eaves overhang, fencing locations, outbuildings, driveway and path areas. Minimum Scale 1:200.
- Floor Plan/s Minimum scale 1:100.
Including Roof Plan.
- Elevations.
All elevations of the structure(s) including building and roof heights, roof forms and roof pitch.
Minimum Scale 1:100.
- Landscape Plan
Including driveway location and material, planting locations, lawn areas and planting schedule.
Minimum Scale 1: 200.
- Schedule of Materials and Colours.
- Approval of the Building proposal as detailed in this submission is requested.

I/we acknowledge that an incomplete application cannot be considered and that approval by the DREBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

DISCLAIMER:

1. The receipt of documents, including building plans, colour and materials specifications, any assessment of compliance by Australian Investments and Development Pty Ltd (A.I.D.) or the Covenant Administrator, their review, assessment or comment on the those documents or any other documents prepared by or on behalf of or provided by the Owner , does not result in the assumption of any obligation or liability by A.I.D. or the Covenant Administrator and does not affect the Owner's obligations or absolve the Owner from its obligations and its responsibility to comply with these Design Guidelines.

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

2. A.I.D. may from time to time, in its absolute discretion, vary, relax or waive any of the requirements under these Design Guidelines.

In the event that A.I.D. allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply that any such action will apply again.

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**KENNELLY PLANNING AND DEVELOPMENT
TOWN PLANNING CONSULTANTS**

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