

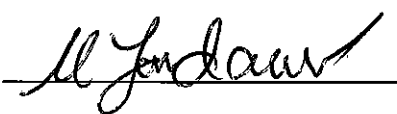
# Vendor Statement

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	1A VIVIANI CRESCENT, HEATHMONT VIC 3135
------	---

Vendor's name	Woodland Homes Australia Pty Ltd ACN 068 190 303	Date
Vendor's signature		20/11/2019

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)

(a) ☒ Their amounts are:

Authority	Amount	Interest (if any)
(1) Maroondah City Council-2019/2020 (will be subject to supplementary valuation)	\$822.20	
(2) Yarra Valley Water (Parks charge - 2019/2020)	\$79.02	
(3) Yarra Valley Water (Drainage & Service fees- quarterly)	\$160.48	

### 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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

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 document/s

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

See Yarra Valley Water Information Statement annexed hereto.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

☒ Are as follows

Nil to the vendor's knowledge. However, the vendor has no means of knowing of all decisions of Public authorities and/or Government departments affecting the property unless communicated to the vendor.

### 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):

☒ Are contained in the attached certificate

## 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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

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

Not Applicable

## 10.2 Staged Subdivision

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

- (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:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DUE DILIGENCE CHECKLIST

Is attached

## 12. ATTACHMENTS

Register Search Statement Volume 11998 Folio 194  
Plan of Subdivision PS735488R  
Covenant 2376378  
Section 173 Agreement AR090747Q  
Planning Certificate  
Yarra Valley Water Information Statement  
Planning Permit M/2013/982  
Planning Application Amendment  
Building Permit No BS-U1112/201819767/0  
Domestic Building Insurance

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

VOLUME 11998 FOLIO 194

Security no : 124080166798E  
Produced 11/11/2019 11:35 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 735488R.  
PARENT TITLE Volume 07885 Folio 041  
Created by instrument PS735488R 09/07/2018

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WOODLAND HOMES AUSTRALIA PTY LTD of 24 WOODLANDS ROAD HEATHMONT VIC 3135  
AR305022W 01/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR305023U 01/08/2018  
NATIONAL AUSTRALIA BANK LTD

COVENANT 2376378 19/01/1951

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  
AR090747Q 04/06/2018

DIAGRAM LOCATION

SEE PS735488R 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: 1A VIVIANI CRESCENT HEATHMONT VIC 3135

ADMINISTRATIVE NOTICES

NIL

eCT Control 00009E NATIONAL AUSTRALIA BANK  
Effective from 01/08/2018

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

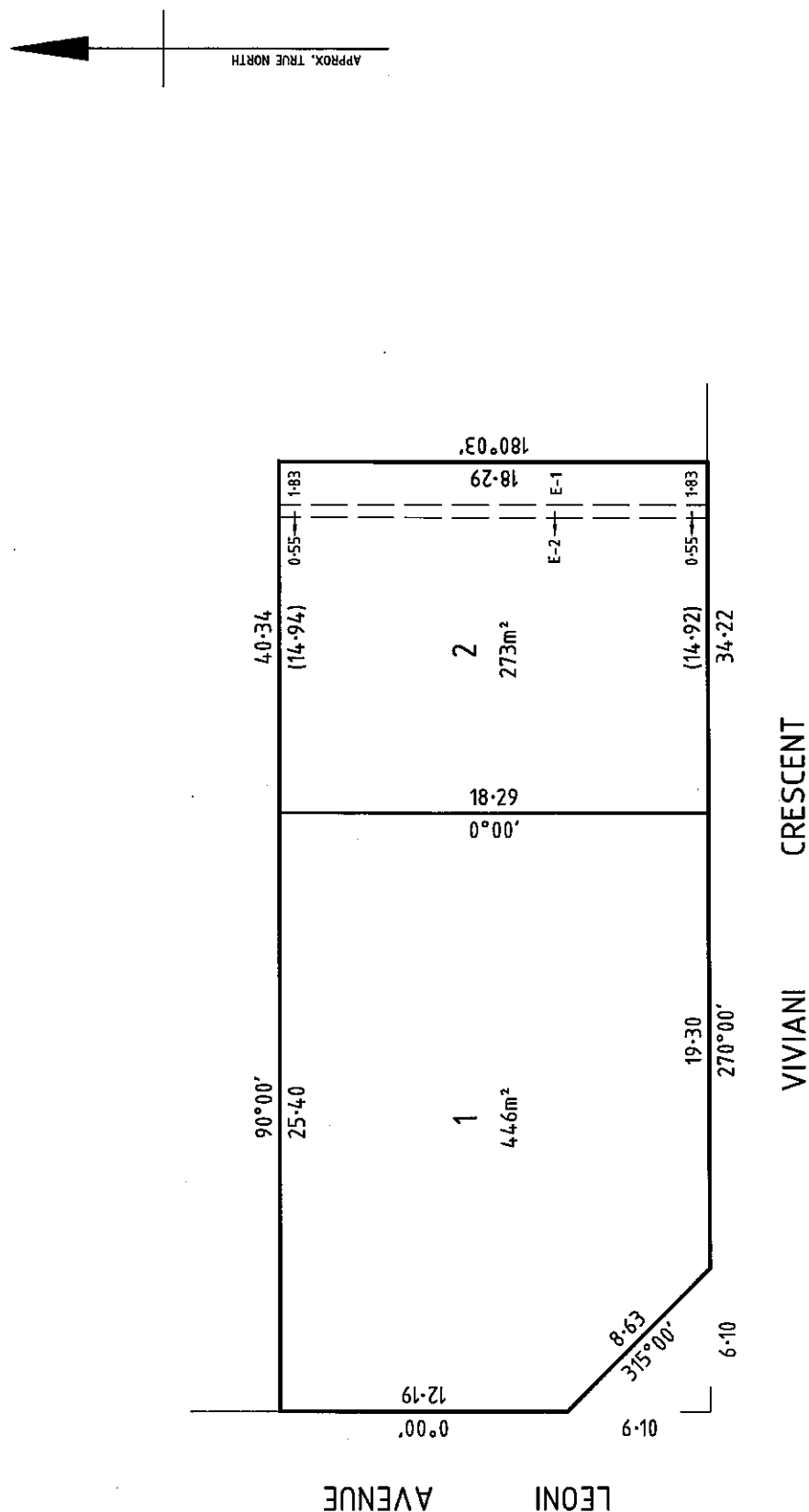
Signed by Council: Maroondah City Council, PP Ref: M/2014/1051, Cert Ref: S/2014/241, Original Certification: 15/05/2015, S.O.C.: 07/06/2018

PLAN OF SUBDIVISION		LRS USE ONLY	Plan Number
		EDITION	PS 735488R
Location of Land Parish: RINGWOOD  Crown Portion: 15 (PART)  Title Reference: VOL.7885 FOL.041  Last Plan Reference: LP25113 LOT 74  Postal Address: 12 LEONI AVENUE, HEATHMONT, 3135.  MGA94 Co-ordinates of approx. centre of land in plan) E 345 180 Zone: 55 N 5811 810 GDA 94		MAROONDAH CITY COUNCIL	
Vesting of Roads and Reserves		NOTATIONS	
Identifier	Council/Body/Person	THIS IS A SPEAR PLAN	
NIL	NIL		
Depth Limitation DOES NOT APPLY			
Survey This plan is based on survey This survey has been connected to permanent marks no(s) --- In Proclaimed Survey Area No. --- Staging This is not a staged subdivision Planning Permit No.			
Easement Information			
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)			
Section 12(2) of the Subdivision Act 1988 applies to all of the land in this plan.			
Subject Land	Purpose	Width (Metres)	Origin
E-1 E-1, E-2	DRAINAGE & SEWERAGE SEWERAGE	SEE DIAGRAM	LP25113 THIS PLAN
		Land Benefited/In Favour Of	
		LOTS ON LP25113 YARRA VALLEY WATER	
<b>Millar   Merrigan</b> Land Development Consultants <small>M(03) 8720 9500 R (03) 6134 8811          www.millarmerrigan.com.au          survey@millarmerrigan.com.au          SAH GLOBAL Quality ISO 9001</small>		LICENSED SURVEYOR G. J. LADNER SIGNATURE DIGITALLY SIGNED REF 18059S1 VERSION 2: 19/1/2015	
		Sheet 1 of 2 Sheets ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 10:26am DATE: 09/07/2018 C. Venn Assistant Registrar of Titles	

# PLAN OF SUBDIVISION

Plan Number

**PS 735488R**



# Millar | Merrigan

Land Development Consultants

M (03) 8729 9500 R (03) 5134 8811  
www.milliamerigan.com.au  
admin@milliamerigan.com.au

ORIGINAL  
SCALE

1.7

**SCALE**



LICENSED SURVEYOR G. J. LADNER

**SIGNATURE** **DIGITALLY SIGNED**

REF 1805951

**VERSION 2**

Sheet 2

ORIGINAL SHEET SIZE A3



**Plan of Subdivision PS735488R**  
**Certification of plan by Council (Form 2)**

**SUBDIVISION (PROCEDURES) REGULATIONS 2011**

SPEAR Reference Number: S060573J  
Plan Number: PS735488R  
Responsible Authority Name: Maroondah City Council  
Responsible Authority Permit Ref. No.: M/2014/1051  
Responsible Authority Certification Ref. No.: S/2014/241  
Surveyor's Plan Version: 2

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**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: Linda Arranga  
Organisation: Maroondah City Council  
Date: 15/05/2015

Signed by: Linda Arranga (Maroondah City Council) 15/05/2015



5002-653  
RI 4981338

2376378

SELWYN GERITY & ROBINSON

Freehold

VICTORIA

TRANSFER OF LAND

LODGED



WE CHARLES MELBOURNE GLIDE of 258 Glenhuntly Road, Elwood Estate

Agent and ZITA GERMAINE STERCK of 551 Toorak Road Toorak Widow

being registered or entitled to be registered as the proprietors

of an estate in fee simple in the land hereinafter described

subject to the encumbrances notified hereunder in consideration

of the sum of ONE HUNDRED AND TWENTY POUNDS paid to us by Frances

Margaret Chant of 81 Kooyong-Koot Road Hawthorn

FRANCES

DO HEREBY TRANSFER to the said MARGARET CHANT ALL our estate and

interest in ALL THAT piece of land being Lot 74 on Plan of -----

Subdivision No. 25113 No. 4973222 lodged in the Office of Titles and being

part of Crown Portion 15, and being part of the land more particularly

described in Certificate of Title Volume 6905 Folio 1380855 -----

Together with all registered and appurtenant easements AND the said

MARGARET CHANT for herself her executors administrators and -----

transferees HEREBY COVENANTS with the said Charles Melbourne Glide

and Zita Germaine Sterck and the registered proprietor or -----

proprietors for the time being of the land remaining untransferred

in Certificate of Title Volume 6905 Folio 1380855 [that no quarrying

or any noxious trade or business for the manufacture of bricks

tiles pipes pottery or other kindred manufactures shall at any

time hereafter be carried on in or upon the said Lot 74] and it is

intended that the above covenant shall be set out as an encumbrance

at the foot of the Certificate of Title to be issued in respect of

the land hereby transferred and shall run with the land.

DATED the 16.6.83 day of June One thousand nine hundred and fifty.

SIGNED by the said CHARLES MELBOURNE GLIDE in Victoria in the presence of

SIGNED by the said ZITA GERMAINE STERCK in Victoria in the presence of

SIGNED by the said MARGARET CHANT in Victoria in the presence of

ENCUMBRANCES ABOVE REFERRED TO

As to so much of the said land as is colored blue on the said Plan of Subdivision - any easements affecting the same.

Freehold & Blue.  
6/2 No issue on  
R.I. No. 4981338  
under an acre  
by c. No to Blue  
easements etc.  
Section 212.  
No to Whole,  
good herein

16.6.83

16.6.83

16.6.83

16.6.83

51

26.2

IMAGED

DATED

1951

C.M. GLIDE BSC. and  
MRS. Z.G. STROK

- to -

MARGARET CHANT

T R A N S F E R

SELYNN GERTY & ROBINSON,  
Solicitors,  
422 Little Collins Street,  
MELBOURNE.

EXAMFY

at a Memorial of the within Instrument No. 2376378

entered on the 19 Jan 1951

in the Register Book Vol. 883 Fol. 039

*J. Lawrence*

Assistant Registrar of Titles

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

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: MYM:OXO:6493934  
Customer Code: 1167E

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 7885 Folio 041

Responsible Authority: Maroondah City Council of Braeside Avenue, Ringwood, 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

## Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: Simon D'ANGELO

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

AR090747Q

04/06/2018 \$94.60 173



### Certifications

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

Executed on behalf of: Maroondah City Council

Signer Name:

SIMON D'ANGELO

Signer Organisation:

MADDOCKS

Signer Role:

Australian Legal Practitioner

Signature:

Execution Date:

24 May 2018

SIMON D'ANGELO  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)



## Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**AR090747Q**

04/06/2018 \$94.60 173



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

**Subject Land: 12 Leoni Avenue, Heathmont**

**Maroondah City Council  
and**

**Daniel Paul Bennett**



Maddocks

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AR090747Q



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

Dated



### Parties

Name	<b>Maroondah City Council</b>
Address	Braeside Avenue, Ringwood, Victoria
Short name	<b>Council</b>

Name	<b>Daniel Paul Bennett</b>
Address	18 Midden Terrace, Barwon Heads, Victoria
Short name	<b>Owner</b>

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

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

**Building Act** means the *Building Act 1993*.

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**Certificate of Compliance** means a certificate of compliance issued in accordance with s 238(1)(b) of the Building Act.

**Consent or Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate set by Council from time to time.

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

- (a) for Council, [maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au), or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Detention System** means the rain water detention system located on the Subject Land as shown on the Drainage Plan.

**Development Permit** means planning permit no. M/2013/982, as amended from time to time, issued on 12 May 2014, authorising development of the Subject Land in accordance with plans endorsed by Council.

**Drainage Plan** means the plan endorsed by Council from time to time in accordance with condition 7 of the Development Permit or such other plan approved by Council.

**Drainage Works** means all Works shown on the Drainage Plan.

**Dwelling** has the same meaning as in the Planning Scheme.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Development Permit.

**Landscape Plan** means the plan endorsed by Council from time to time in accordance with condition 10 of the Development Permit or such other plan approved by Council.

**Lot 1** means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot 1' or '1' or the like.

**Lot 2** means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot 2' or '2' or the like.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

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



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**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Plan of Subdivision** means the plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

**Planning Permit** means planning permit no. M/2014/1051, as amended from time to time, issued on 9 January 2015, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

**Planning Scheme** means the Maroondah Planning Scheme and any other planning scheme that applies to the Subject Land.

**Registered Engineer** means qualified civil engineer who is registered with the Building Practitioners Board.

**Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988* for the subdivision of the Subject Land.

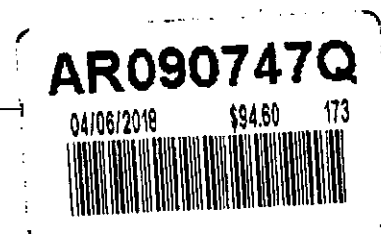
**Subject Land** means the land situated at 12 Leoni Avenue, Heathmont being the land referred to in certificate of title volume 7885 folio 041 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

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

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



[illegible]

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- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

### 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and the Development Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

#### 4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

## 5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

## 6. Owner's specific obligations

**AR090747Q**

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- ## 6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

## 6.2 - Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.



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**6.3 Works to be completed prior to the occupation of any new Dwelling**

The Owner agrees that, except with Council's prior written consent:

6.3.1 prior to the issue of an Occupancy Permit for any new Dwelling on a Lot:

- (a) all Drainage Works on all Lots must be fully constructed and completed in accordance with the Drainage Plan and the conditions of the Development Permit to the satisfaction of Council; and
- (b) the Owner must:
  - (i) submit a Certificate of Compliance to Council; and
  - (ii) allow the Detention System to be inspected by a duly appointed officer of the Council.

6.3.2 prior to the occupation of any new Dwelling on a Lot:

- (a) all Buildings and Works on all Lots must be completed in accordance with the Endorsed Plan and the conditions of the Development Permit; and
  - (b) all landscaping on all Lots must be completed in accordance with the Landscape Plan and the conditions of the Development Permit,
- to the satisfaction of Council; and

6.3.3 the Owner must notify Council Immediately upon completing any of the obligations contained in clauses 6.3.2(a) and 6.3.2(b).

**6.4 Certificate of Compliance**

the Certificate of Compliance submitted to Council in accordance with clause 6.3.1(b) must:

- 6.4.1 be prepared by a Registered Engineer; and
- 6.4.2 certify that the Drainage Works have been completed in accordance with the Drainage Plan.

**6.5 Maintenance of the Detention System**

The Owner of each Lot connecting to the Detention System:

- 6.5.1 must maintain the Detention System at all times; and
  - 6.5.2 is responsible for all costs associated with maintaining the Detention System,
- to the satisfaction of Council.

**6.6 Development on Lot 1**

Within 12 months of the issue of a Statement of Compliance, or such later date as approved in writing by Council, the Owner must construct the new single carport and associated driveway, drainage works and vehicle crossing on Lot 1:

- 6.6.1 in accordance with the Endorsed Plan;
- 6.6.2 at the full cost of the Owner; and

**AR090747Q**

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173

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6.6.3 to the satisfaction of Council.

**6.7 Development on Lot 2**

Within 12 months of the issue of a Statement of Compliance, or such later date as approved in writing by Council, the Owner must construct the new vehicle crossing on Lot 2:

6.7.1 in accordance with the Endorsed Plan;

6.7.2 at the full cost of the Owner; and

6.7.3 to the satisfaction of Council.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

**7.3 Fees**

The Owner must pay any Consent or Satisfaction Fee to Council within 14 days after a written request for payment.

**7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



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**7.5 Time for determining satisfaction of deciding consent**

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

**11.1.4** by email to the other Party's Current Email.

## 11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

### 11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

#### 11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

### 11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

## 11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

### 11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

## 12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.





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## Signing Page

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

**AR090747Q**

04/06/2018 \$94.60 173



Signed sealed and delivered by the Chief  
Executive Officer on behalf of the **Maroondah  
City Council** pursuant to the power delegated  
to that person by an Instrument of Delegation  
in the presence of:

)  
)  
)  
)  
)

.....  
Witness

.....  
Print name

Signed sealed and delivered by Daniel Paul  
Bennett in the presence of:

)  
)

.....  
Witness **TARA BENNETT**

### Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. AL633235Y 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 this Agreement.

.....



Registrar of Titles  
Land Titles Office  
2 Lonsdale Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 07885 Folio 041**  
**Registered Proprietor/s: Daniel Paul Bennett**

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AL633235Y. hereby consents to the within Agreement.

Dated this 27<sup>th</sup> day of April 2018.

**EXECUTED** by NATIONAL AUSTRALIA BANK  
LIMITED by being signed sealed and delivered in  
Victoria by its Attorney **TEISM MOORE**

who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

Signature of Witness

**ADRIAN COLE**

**AR090747Q**

04/06/2018	\$94.60	173
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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

622129

## APPLICANT'S NAME & ADDRESS

BYWAYS CONVEYANCING C/- GXS  
MELBOURNE

## VENDOR

WOODLAND HOMES PTY LTD

## PURCHASER

## REFERENCE

10534:LB Woodland

This certificate is issued for:

LOT 2 PLAN PS735488 ALSO KNOWN AS 1A VIVIANI CRESCENT HEATHMONT  
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3

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

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

11 November 2019

Hon. Richard Wynne MP  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.  
The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

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

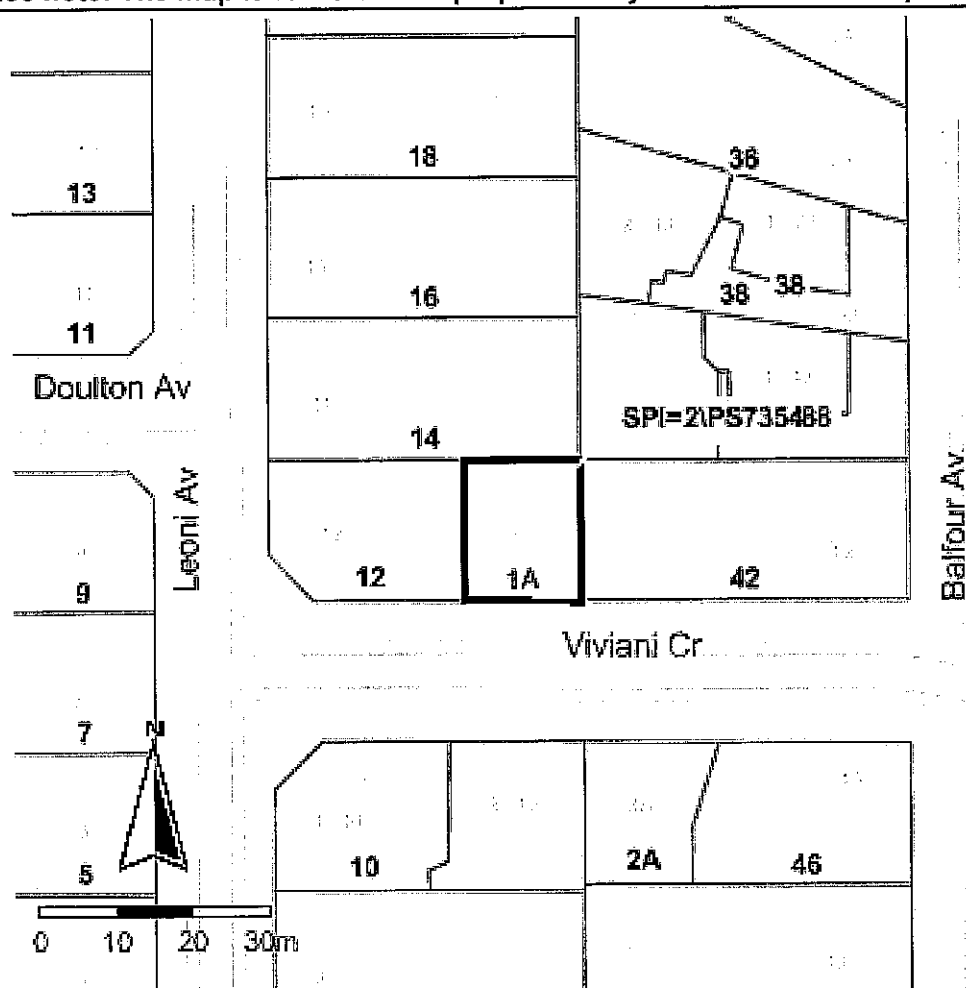
LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

#### Choose the authoritative Planning Certificate

##### *Why rely on anything less?*

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

#### Privacy Statement

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



## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 15 November 2019 01:43 PM

**Address:** 1A VIVIANI CRESCENT HEATHMONT 3135

**Lot and Plan Number:** Lot 2 PS735488

**Standard Parcel Identifier (SPI):** 2\PS735488

**Local Government (Council):** MAROONDAH Council **Property Number:** 255770

**Directory Reference:** Melway 49 K12

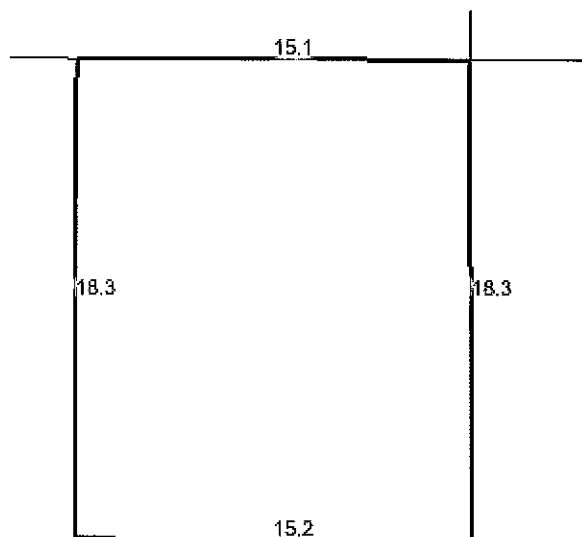
**This property is not in a designated bushfire prone area.**

**No 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](http://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:** 277 sq. m

**Perimeter:** 67 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.

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

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### State Electorates

**Legislative Council:** EASTERN METROPOLITAN

**Legislative Assembly:** BAYSWATER

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** Yarra Valley Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)  
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)

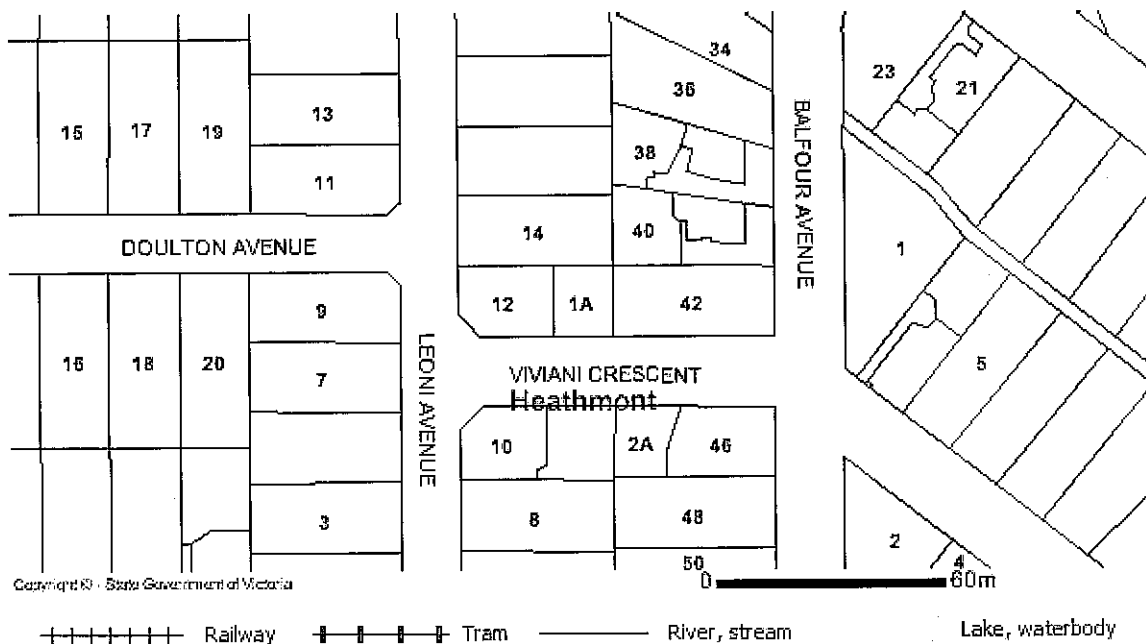
**Planning Overlay:** SIGNIFICANT LANDSCAPE OVERLAY (SLO)  
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)

Planning scheme data last updated on 14 November 2019.

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

## Area Map



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11th November 2019

Liz Bourke  
Byways Conveyancing Service

Dear Liz Bourke,

**RE: Application for Water Information Statement**

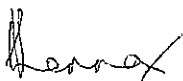
<b>Property Address:</b>	1A VIVIANI CRESCENT HEATHMONT 3135
<b>Applicant</b>	Liz Bourke Byways Conveyancing Service
<b>Information Statement</b>	30501258
<b>Conveyancing Account Number</b>	8381474130
<b>Your Reference</b>	10534:LB

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

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

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Encumbrance**

Property Address	1A VIVIANI CRESCENT HEATHMONT 3135
------------------	------------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

**Melbourne Water Encumbrance**

Property Address	1A VIVIANI CRESCENT HEATHMONT 3135
------------------	------------------------------------

## STATEMENT UNDER SECTION 158 WATER ACT 1989

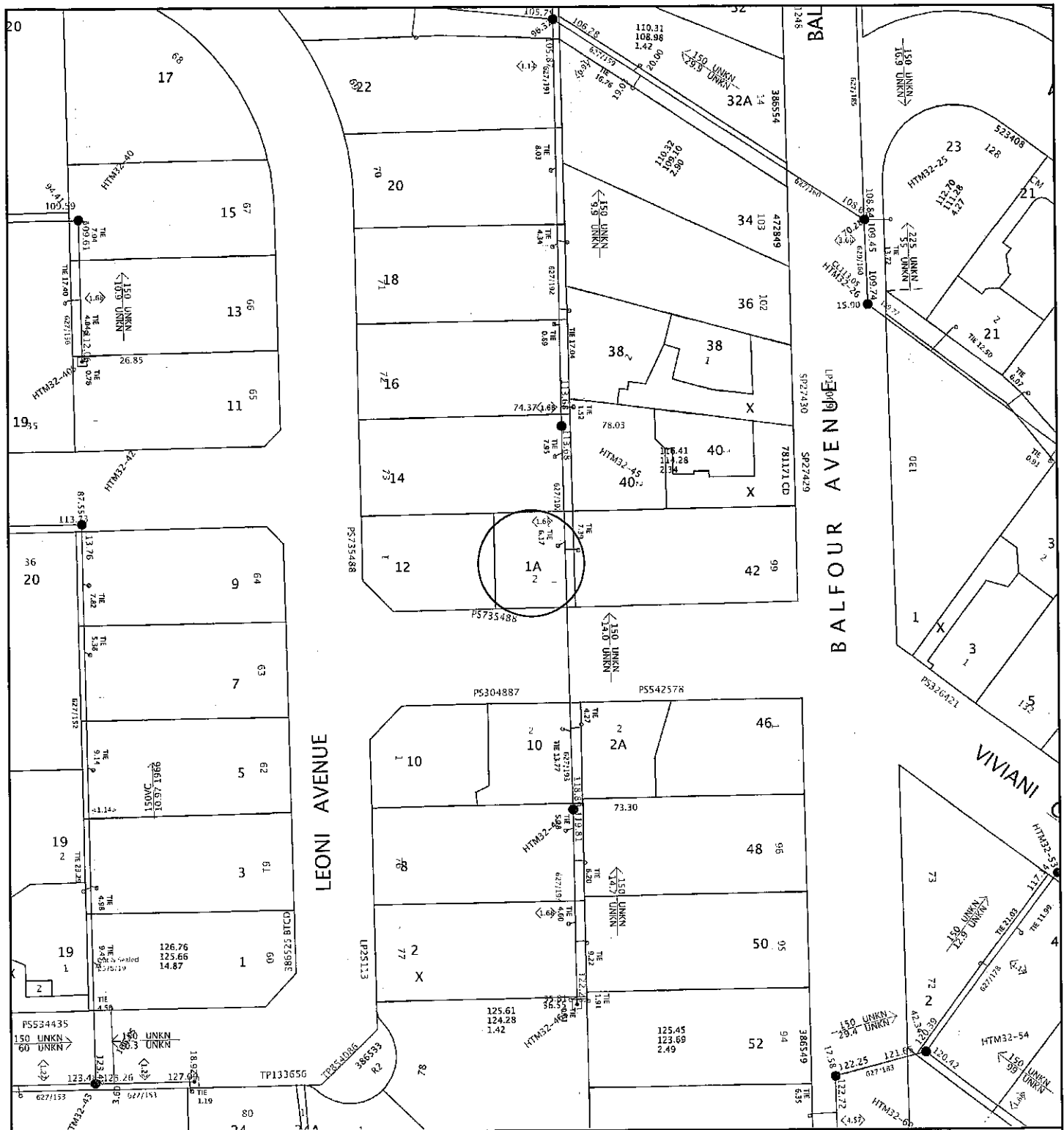
**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30501258**

Address	1A VIVIANI CRESCENT HEATHMONT 3135
Date	11/11/2019
Scale	1:1000



ABN 93 066 902 501

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

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



25th January 2019

Application ID: 376546

### **CONDITIONS OF CONNECTION**

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

#### **Approval Detail**

##### **Water**

##### **Connection Details**

<b>Product</b>	<b>Pipe Material</b>	<b>Pipe Size</b>	<b>Qty</b>	<b>Street where main located</b>
20mm Connection - Drinking Water	ASBESTO S CEMENT (INC	100	1	Vivian Crescent

##### **Required Services**

<b>Product</b>	<b>Qty</b>
20mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	1

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

### **WATER**

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

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

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

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

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

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Select Solutions on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

### **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

### **REMOVAL OF WATER METERS**

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

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

### **DAMAGED OR STOLEN METERS**

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

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

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

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

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



28th January 2015

**Application ID: 156829**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

Product	Qty
Standard Plugging Small	1

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

### **WATER**

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water, so please make sure it is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply.

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a



mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

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

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

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

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

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

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

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

Where you have elected for your plumber to provide the excavation, you will be contacted by Yarra Valley Water within 2 working days of your booking to confirm an appointment date and time. If you have elected for Yarra Valley Water to provide the excavation, you will be contacted to confirm your preferred location for the service. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

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

**Water meter assemblies:**

- a) Must be within 2 metres of the title boundary that abuts the water main
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- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Liz Bourke  
Byways Conveyancing Service  
info@bywaysconveyancing.com.au

## RATES CERTIFICATE

Account No: 8561749339  
Rate Certificate No: 30501258

Date of Issue: 11/11/2019  
Your Ref: 10534:LB

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1A VIVIANI CRES, HEATHMONT VIC 3135	2\PS735488	1777905	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2019 to 31-12-2019	\$19.63	\$19.63
Residential Water Usage Charge Step 1 – 3.000000kL x \$2.64360000 = \$2.07 Step 1 – 0.000000kL x \$2.66200000 = \$5.90 Estimated Average Daily Usage \$0.09	07-06-2019 to 03-09-2019	\$7.97	\$0.00
Residential Sewer Service Charge	01-10-2019 to 31-12-2019	\$115.19	\$115.19
Residential Sewer Usage Charge 3.000000kL x 0.997450 = 2.992350 x 0.900000 = 0.703882 x \$1.13900000 = \$0.80 3.000000kL x 0.997450 = 2.992350 x 0.900000 = 1.989233 x \$1.14260000 = \$2.27 Estimated Average Daily Usage \$0.04	07-06-2019 to 03-09-2019	\$3.07	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-10-2019 to 31-12-2019	\$25.66	\$25.66
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			-\$487.38 cr
<b>Total for This Property</b>			-\$326.90 cr
<b>Total Due</b>			-\$326.90 cr

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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

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

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 086 502 501

Luoknow Street  
Mitoham Victoria 3132

Private Bag 1  
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

**Property No:** 1777905

**Address:** 1A VIVIANI CRES, HEATHMONT VIC 3135

**Water Information Statement Number:** 30501258

#### HOW TO PAY



**Biller Code:** 344366  
**Ref:** 85617493390



**Mail a Cheque with the Remittance Advice**  
below to:  
**Yarra Valley Water**  
**GPO Box 2860 Melbourne VIC 3001**

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

#### PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1777905

**Address:** 1A VIVIANI CRES, HEATHMONT VIC 3135

**Water Information Statement Number:** 30501258

**Cheque Amount:** \$

**Did you know?**

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

**Key benefits for you**

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

**Want to know more or register?**

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

**Phone:** 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

**Email:** [support@pexa.com.au](mailto:support@pexa.com.au)

# PLANNING

Permit No : M/2013/982

Page 1 of 6

## PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

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### ADDRESS OF THE LAND:

12 LEONI AVENUE, HEATHMONT

### THE PERMIT ALLOWS:

CONSTRUCT A TWO STOREY DWELLING TO THE REAR OF THE EXISTING SINGLE STOREY DWELLING, IN ACCORDANCE WITH THE ENDORSED PLANS.

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### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

#### 1. Amended plans required

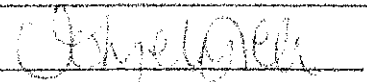
Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans prepared by Mark Anthony Design dated October 2013, but modified to show:

- (a) The 1.8 high timber paling fence along the Viviani Crescent frontage removed from the eastern side of the garden/storage workshop, to the eastern boundary.
- (b) The 900mm high trellis proposed along the northern boundary reduced to 300mm (above the existing 1.5m high fence) along the boundary of the new dwelling.
- (c) The dividing fence between the car space of the existing dwelling and the proposed dwelling to be reduced to no more than 900mm to achieve adequate sight lines.
- (d) The Tree Protection Zone and Structural Root Zone of Trees 3 and 8 as per the arborist report prepared by Paul Jameson dated February 2014. Trees 3 and 8 must be numbered.
- (e) Delete notation of the "existing gravel crossing" at the southwest corner of the site and annotate the following to replace it "The existing crossover at the southwest corner of the site reinstated to a pram crossing or the like to the satisfaction of Council".
- (f) The driveway leading into the garage to be removed or significantly reduced so that it is not used for vehicular access.
- (g) The height of the porch for the proposed dwelling reduced to a maximum 3.6m in accordance with Standard B6 of ResCode.
- (h) The proposed carport has a minimum of 2700mm vertical clearance from the natural surface level (required as part of build over easement consent).

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Date issued : 12 May 2014

Signature for the  
Responsible Authority:





## PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

- 
- (i) The carport roof for the existing dwelling to be partially or entirely clear (translucent) over the family and meals windows to ensure light enters these rooms

### 2. Layout not altered – development

The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

### 3. Construction plans for paving required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

### 4. Car park and access lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with an durable all-weather seal;
- (b) Drained to the nominated legal point of discharge;

all to the satisfaction of the Responsible Authority.

### 5. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost construct a concrete vehicular crossing at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

### 6. Remove any Unnecessary Vehicular Crossing

Before the development is completed, the owner must at its cost remove any unnecessary or redundant crossover and reinstate kerb and channelling and the affected nature strip to the satisfaction of the Responsible Authority

**7. Construction plans for drainage required**

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority;
- (f) Provide appropriate stormwater detention storage to limit the maximum discharge rate to the PSD; and
- (g) Demonstrate that the building foundations adjacent to the easement do not impact on Council's stormwater drainage infrastructure, including:
  - Any footings in or adjacent to the easement must have a minimum 600mm horizontal clearance from the stormwater pipe.
  - The base of any footings are to be founded 200mm below a line drawn at 45° from the invert of the stormwater pipe
  - Any stormwater drains are to be confirmed on site

**8. Drainage works required**

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

**PERMIT**

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

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**9. Control sediment laden run off**

During the construction of the development, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority

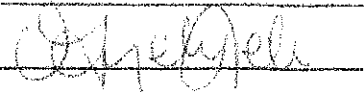
**10. Landscape plan**

Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show

- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- (c) details of surface finishes of pathways and driveways;
- (d) 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;
- (e) landscaping and planting within all open areas of the site;
- (f) a minimum of three (3) canopy trees (minimum two metres tall when planted) in the secluded open space of each dwelling and one in the frontage of the proposed dwelling;
- (g) an in-ground irrigation system to all landscaped areas;
- (h) a tree protection zone and structural root zone for each tree 3 and 8.
- (i) the location and details of root control barriers.

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

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Date issued : 12 May 2014Signature for the  
Responsible Authority:

## PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

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### 11. Landscaping completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

### 12. Landscaping maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

### 13. No vegetation removal

Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

### 14. Watering system

A watering system must be installed which is capable of adequately watering all of the areas set aside for landscaping, to the satisfaction of the Responsible Authority.

### 15. Tree protection fence

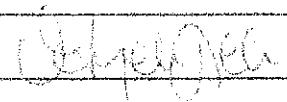
Before the development (including demolition and any site works) starts, a tree protection fence must be erected around Trees 3 and 8 at a radius as shown on the endorsed landscape and development plan, from the base of the trunk(s) to define a 'Tree Protection Zone'. The fence must be constructed of star pickets and chain mesh or similar to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100 mm deep layer of mulch and watered regularly to the satisfaction of the Responsible Authority.

### 16. Tree protection zone

Unless with the prior written consent of the Responsible Authority, the following must not occur within the Tree Protection Zone:

- (a) Vehicular or pedestrian access;

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Date issued : 12 May 2014Signature for the  
Responsible Authority: 

# PLANNING PERMIT

Permit No : M/2013/982

Page 6 of 6

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

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- (b) Trenching or soil excavation;
- (c) Storage or dumping of materials, tools, equipment or waste.

## 17. Time limit – development only

This permit will expire if one of the following circumstances applies:

- (a) the development is not started within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires.

## NOTES:

### SUBMISSION OF CONDITION 1 AMENDED PLANS

- Three full size copies (ie A1) must be provided.

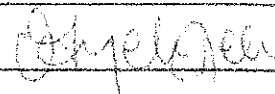
### LANDSCAPE PLAN NOTES:

- Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.
  - (a) Landscape Plans - three full size copies (ie A1) must be provided.
  - (b) Tree Management Plans and Offset Management Plans – A4 size and in colour if required
- Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works

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Date issued : 12 May 2014

Signature for the  
Responsible Authority: \_\_\_\_\_





Our Reference: M/2013/982/A

Enquiries to: Michelle Wang  
9298-4681

08 November 2019

Woodland Homes Australia Pty Ltd  
24 Woodlands Rd  
Heathmont VIC 3135

Dear Sir/Madam

**RE: PLANNING APPLICATION NO M/2013/982/A  
1A Viviani Crescent, Heathmont**

I refer to your application submitted to Council seeking to amend Planning Permit M/2013/982.

Your amendment request has been considered and I wish to advise that pursuant to Section 72 of the Planning and Environment Act 1987, it is determined that the application be approved.

Please find attached the endorsed plans which form part of this approval.

Should you have any queries relating to the above, please do not hesitate to call me on the above number.

Yours faithfully

Michelle Wang  
**STATUTORY PLANNING**

Enc

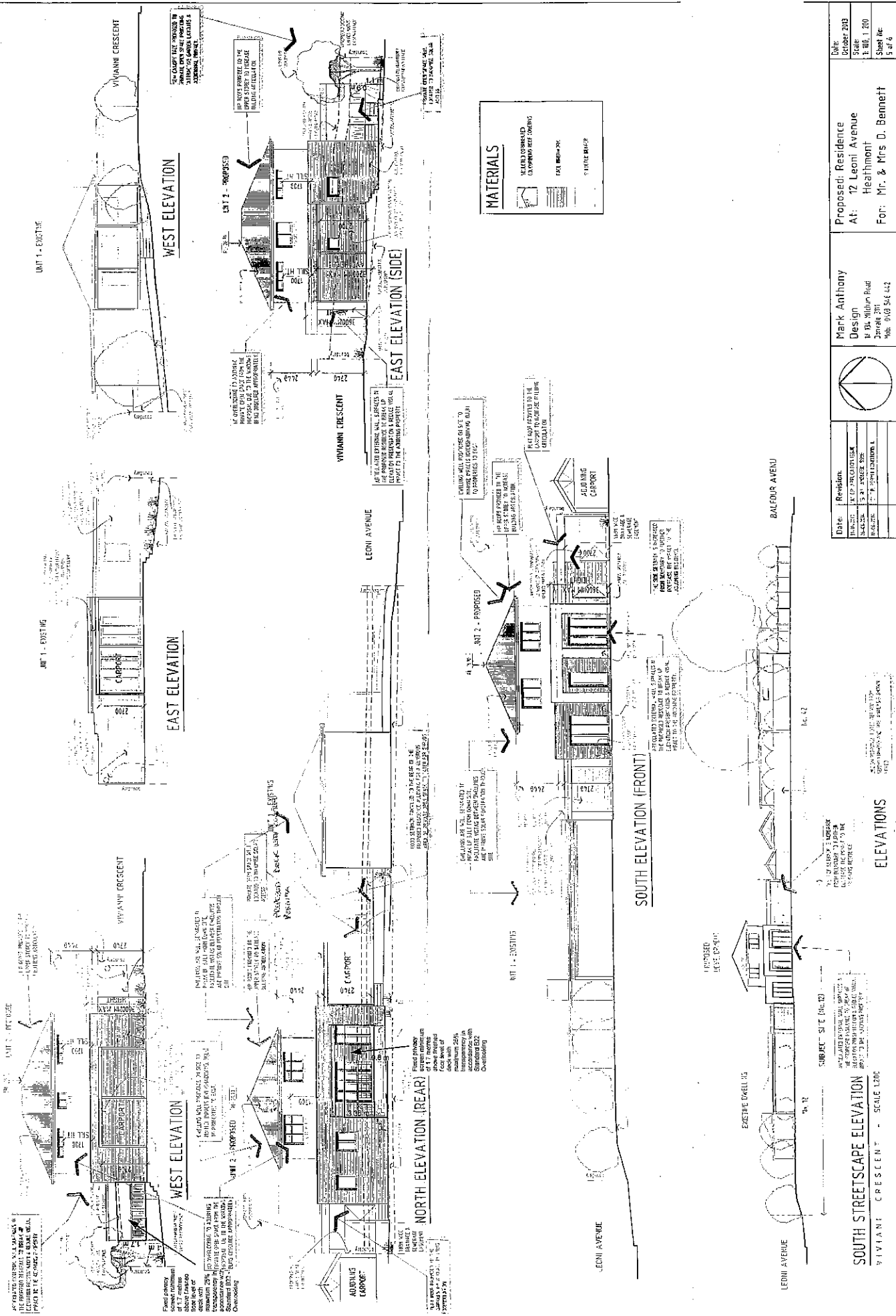
**Contact us**

Phone 1300 88 22 33 or 9298 4598 Fax 9298 4345  
maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

**Visit us**

City Offices Braeside Avenue, Ringwood Realm 179 Maroondah Highway, Ringwood Croydon Civic Square, Croydon

ABN 98 606 522 719



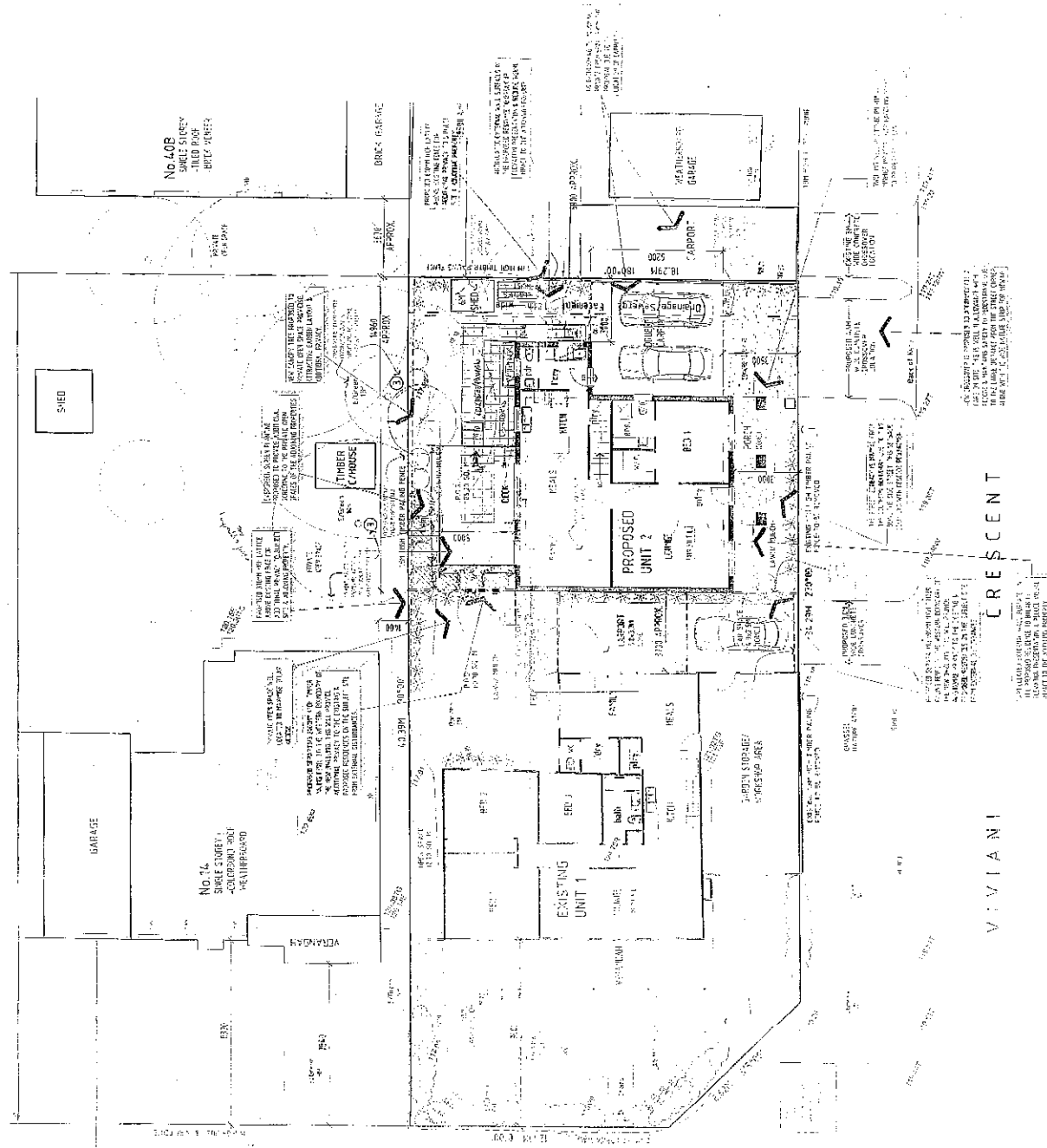
DATE	10/10/2019
DESIGNER	MARK ANTHONY
PROPOSED RESIDENCE	12 LEONI AVENUE
AT	HEATHMONT
FOR	MR. & MRS. D. BENNETT
SHEET NO.	1 OF 3
SHEET TOTAL	3 OF 3

DATE	10/10/2019
DESIGNER	MARK ANTHONY
PROPOSED RESIDENCE	12 LEONI AVENUE
AT	HEATHMONT
FOR	MR. & MRS. D. BENNETT
SHEET NO.	1 OF 3
SHEET TOTAL	3 OF 3

AREAS	Area	Area
UNIT 1 EXISTING	129.00	16.0
Garage	23.00	2.0
Unit 1	106.00	14.0
Unit 2	145.00	18.0
Garage	23.00	2.0
Unit 2	122.00	16.0
Unit 3	145.00	18.0
Garage	23.00	2.0
Unit 3	122.00	16.0
Unit 4	145.00	18.0
Garage	23.00	2.0
Unit 4	122.00	16.0
Unit 5	145.00	18.0
Garage	23.00	2.0
Unit 5	122.00	16.0

# LANDSCAPE CONCEPT LEGEND

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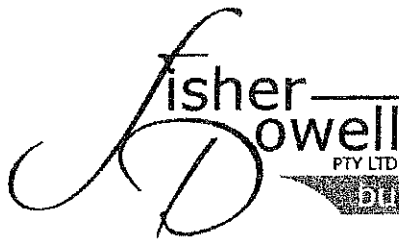


Date	Revision	Mark Anthony Design	Proposed: Residence	Site
10/10/2018	1	Design	At: 12 Leoni Avenue	Diary 2018
10/10/2018	2	Design	Heathmont	Scale
10/10/2018	3	Design	For: Mr. & Mrs. D. Bennett	1:500
10/10/2018	4	Design		3 of 6

increase  
size of  
deck  
pergola over  
deck paving  
is less  
900 path  
where plan  
not attached







PTY LTD ARBN: 73 101 854 545

building surveyors

www.fisherdowell.com.au

77 Jolimont Road  
Forest Hill VIC 3131  
Ph : 03 9894 2828  
Fax : 03 9894 2868

email:admin@fisherdowell.com.au

## FORM 2

Regulation 37(1)

Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**  
**Building Permit No. BS-U1112/201819767/0**  
**15 November 2018**  
**all works to completion**

**Issued to**

Agent of Owner Woodland Homes AUST LTD as Trustee for the Woodlnd Building Trust  
ACN / ARBN 068190303  
Postal Address 24 Woodlands Road Heathmont Postcode 3135  
Email matt.woodlandhomes@gmail.com  
Address for serving or giving of documents: 24 Woodlands Road Heathmont Postcode 3135  
Contact Person Medtodi Jordanov Telephone 9879 5597

**Ownership Details** (if person issued with permit is not the owner)

Owner Woodland Homes Australia Pty Ltd  
ACN / ARBN 068190303  
Postal Address 24 Woodlands Road Heathmont Postcode 3135  
Email matt.woodlandhomes@gmail.com  
Contact Person Medtodi Jordanov Telephone 9879 5597

**Property Details** [include title details as and if applicable]

Number 1A Street/Road Viviani Crescent Suburb Heathmont Postcode 3135  
Lot/s 2 LP/PS PS 735488R Volume 11998 Folio 194  
Crown allotment Section No Parish County  
Municipal District Maroondah City Council

**Builder**

Name Woodland Homes Aust Pty Ltd Telephone 0418 532 653  
Address 24 Woodlands Road Heathmont 3135  
\*ACN/\*ARBAN: 068190303

\*Building practitioner CDB-U52032  
registration no:

This builder is specified under section 24B of the Building Act 1993 for the building work to be carried out under this perm

**Natural Person for service of directions, notices and orders** (if builder is a body corporate)

Name Medtodi Jordanov Telephone 9879 5597  
Postal address 24 Woodlands Road Heathmont Postcode 3135

**Details of Building Practitioners and Architects**a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
WOODLAND HOMES AUST PTY LTD	CDBU	52032

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

Name	Category/class	Registration Number
Milicevic Dobrica	EC	36454
Matthew Dixon	DPAD	30245

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

The issuer or provider of the required insurance policy is: HIA Insurance Services Pty Ltd

Insurance policy number : C381211

Insurance policy date : 06/08/2018

**Details of Relevant Planning Permit**

Planning Permit No: M/2013/982

Date of grant of Planning Permit: 27 April 2018

**Nature of Building Work**

Description: Construction of dwelling and carport

Storeys contains: 2

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: 2016

Cost of Building Work: \$391,500.00

Total floor area of new building work in m<sup>2</sup>: 170**Building classification**

Part of Building: dwelling and carport As per plans

BCA Classification: 1a1, 10a

**Performance Solution**

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

Relevant performance requirement	Details of performance solution
P2.1, P2.2.2	To permit the use of "Unitex Base Board" external cladding system V11/03

**Protection Work**

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

**Inspection Requirements<sup>3</sup>**

The mandatory inspection notification stages are:

1. Inspection of bored piers
2. Inspection of blinding
3. Inspection of pre-slab
4. Inspection of steel for slab
5. Inspection of pads
6. Inspection of post holes
7. Inspection of framework
8. Final Inspection

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

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

**Commencement and Completion**

This building work must commence by 15 November 2019

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

This building work must be completed by 15 November 2020

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

#### **Conditions**

This permit is subject to the following conditions

1. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
2. Each Mandatory inspection stage is to be inspected and approved before works may proceed.
3. Site is to be adequately fenced and secured at all times.
4. This building permit includes up to 6 mandatory inspections. Any additional inspections will incur fees.
5. Where timber trusses are specified, copies of the truss computations, layout plan & designer's must be provided for approval prior to the frame inspection stage.
6. All relevant Planning Conditions must be complied with.
7. An Application for Occupancy Permit must be submitted to this office prior to the issue of the Occupancy Permit.
8. Protection from subterranean termites is to be provided in accordance with BCA2009 and AS3660.1 -Durable notice to be fixed in meter box.
9. The 173 agreement must be complied with.
10. The dwelling is to be provided with a rainwater tank having a minimum capacity of 2,000 litres, a catch area from a roof of at least 50m<sup>2</sup> and be connected to all sanitary flushing.

#### **Relevant Building Surveyor**

Name: Leonard Dowell

Address: 77 Jolimont Road, Forest Hill VIC 3131

Email: admin@fisherdowell.com.au

Building practitioner registration no.: BS-U1112

Municipal district: Maroondah City Council

Permit no.: BS-U1112/201819767/0

Date of issue of permit: 15 November  
2018

Signature:



## Domestic Building Insurance

### Certificate of Insurance

**WOODLAND HOMES AUST PTY LTD AS TRUSTEES FOR THE WOODLAND BUILDING TRUST**

24 Woodlands Rd  
HEATHMONT  
VIC 3135

Policy Number:  
**C381211**

Policy Inception Date:  
**06/08/2018**

Builder Account Number:  
**004711**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

#### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **Lot 2 1a Vivani Crescent HEATHMONT VIC 3134 Australia**  
Carried out by the builder: **WOODLAND HOMES AUST PTY LTD**  
Builder ACN: **068190303**

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

For the building owner(s): **WOODLAND HOMES AUST PTY LTD AS TRUSTEES FOR THE WOODLAND BUILDING TRUST**

Pursuant to a domestic building contract dated: **06/08/2018**

For the contract price of: **\$ 391,500.00**

Type of Cover: **Cover is only provided if WOODLAND HOMES AUST PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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

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

### Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

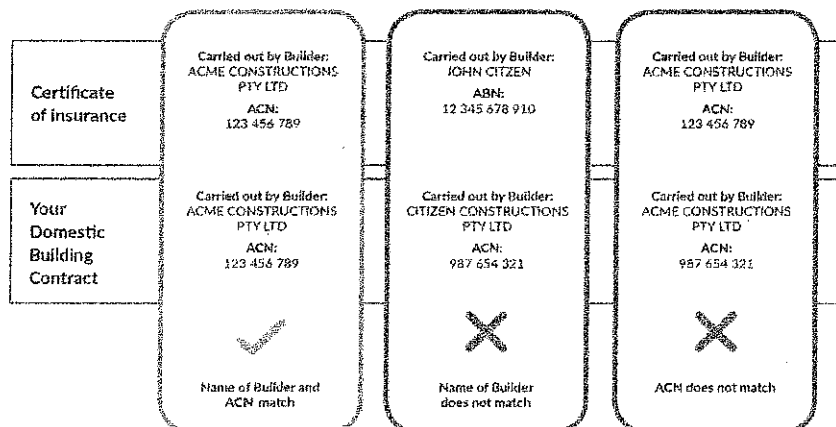
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,095.00
GST:	\$109.50
Stamp Duty:	\$120.45
<b>Total:</b>	<b>\$1,324.95</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# 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.



**VENDOR:**

**Woodland Homes Pty Ltd**  
**(ACN 068 190 303)**

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**VENDOR'S STATEMENT**

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**PROPERTY:**

**1A Viviani Crescent,**  
**Heathmont VIC 3135**

**Byways Conveyancing Service**  
**97 Bedford Road, (PO Box 172)**  
**RINGWOOD EAST VIC 3135**

**Phone: (03) 9879 1105**

**Fax: (03) 9879 5323**

**Ref: LB:10534**

