

# AQUAREVO

LYNDHURST



## ECOREVO

A 7-STAR REVOLUTION

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CONTRACT DOCUMENTATION

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**SOUTH EAST WATER CORPORATION**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property:**

**Lot 320 Boland Drive, Aquarevo, Lyndhurst 3975**



## CONTRACT OF SALE OF REAL ESTATE - Stage 3

Property Address: Lot 320 Boland Drive, Aquarevo, Lyndhurst 3975

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

The terms of this contract are contained in the:

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

### SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

### SIGNED BY THE PURCHASER

Dated

Dated

Print name of  
person signing

State nature of authority  
(eg. director, attorney  
under power of attorney)

Print name of  
person signing

State nature of authority  
(eg. director, attorney  
under power of attorney)

Dated

Dated

Print name of  
person signing

State nature of authority  
(eg. director, attorney  
under power of attorney)

Print name of  
person signing

State nature of authority  
(eg. director, attorney  
under power of attorney)



## SIGNED BY THE VENDOR

Dated

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### South East Water Corporation

Print name of

person signing: Janelle Maree Brown

State nature of authority

(eg. director, attorney

under power of attorney): Power of Attorney

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The **DAY OF SALE** is the date by which the purchaser has signed this contract.

### IMPORTANT NOTICE TO PURCHASERS

#### COOLING-OFF PERIOD

#### Section 31, Sale of Land Act 1962

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

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

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

#### EXCEPTIONS

The 3-day cooling-off period does not apply if -

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

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

#### OFF-THE-PLAN SALES

#### Section 9AA(1A), Sale of Land Act 1962

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

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

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



# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: **OLIVER HUME REAL ESTATE GROUP PTY LTD**

Address: Level 2, 4 Riverside Quay, Southbank Vic 3006

Email: oliverhume@oliverhume.com.au

Phone: (03) 9669-5999 Mob: Fax: (03) 9669-5995 Ref:

## VENDOR

Name: **SOUTH EAST WATER CORPORATION**

Address: 101 Wells Street, Frankston Vic 3199

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **ROBERTSON HYETTS**

Address: 386 Hargreaves Street, Bendigo 3550

DX: DX 55009 Bendigo

Email: janelle.brown@robertsonhyetts.com.au

Phone: 03 5434 6666 Mob: Fax: 03 5434 6667 Ref: JMB-536997-173

## PURCHASER

Name:

Address:

Email:

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address: VIC

Email:

Phone: Mob: Fax: Ref:

## LAND (general conditions 3 and 9)

The land is:

described below:

Certificate of Title Reference	being lot	on plan	
Volume <b>12016</b>	Folio <b>751</b>	<b>320</b>	<b>PS738417A</b>

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: **Lot 320 Boland Drive, Aquarevo, Lyndhurst 3975**

## GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Nil

## PAYMENT (general condition 11)

Price	\$	<b>0.00</b>	
Deposit	\$	<b>0.00</b>	payable on signing (of which \$0.00 has been paid)
Balance	\$	<b>0.00</b>	payable at settlement

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

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

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

**SETTLEMENT** (general condition 10)

**is due** or earlier by agreement.

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:  
in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of lease are:

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box:  
and refer to general condition 23 and add any further provisions by way of special conditions.

**LOAN** (general condition 14)

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

Lender: .....

Loan Amount: \$ ..... Approval Date: .....

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appears in this box:

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

## SCHEDULE 1

### FIRB APPROVAL REQUIRED? (Special Condition 20)

Yes

Passport number

No

Passport number or drivers licence number

### PLATINUM CLUB REBATE AVAILABLE? (See special condition 27)

Yes

No

### SOLAR BATTERY OFFER AVAILABLE? (See special condition 28)

Yes

No



# SPECIAL CONDITIONS

## 1. Definitions and interpretation

In this contract unless otherwise indicated by the context or subject matter:

### 1.1 Definitions

**Aquarevo Building Design Guidelines** means the guidelines prepared by the vendor setting out the requirements for development on the Land as amended from time to time a copy of which can be obtained from the website <https://villawoodproperties.com.au/community/aquarevo/purchaser-information/design-guidelines/>.

**Business day** means any day (except a Saturday or Sunday) on which banks are open for business in Melbourne;

**Council** means the City of Casey;

**Design Assessment Panel** means the panel formed by the vendor to oversee the implementation of the Aquarevo Building Design Guidelines initially comprising at least one architect member and a representative of the developer appointed by the vendor;

**Development** means the proposed development of 405S Evans Road, Lyndhurst Vic 3975 into residential lots known as Aquarevo;

**Driveway crossover** means that section of the driveway from the roadside kerb to the boundary of the Land;

**Engineering plan** means the plan setting out where applicable the:

- (a) roads and kerb and channel;
- (b) driveway crossover;
- (c) stormwater;
- (d) water supply;
- (e) sewerage;
- (f) gas;
- (g) electricity;
- (h) telecommunications; and
- (i) works affecting the natural surface level of the Land.

**FIRB** means Foreign Investment Review Board;

**Outgoings** means all rates, taxes, assessments, land tax, levies or other outgoings which are or may be payable in respect of the Land;

**Personal Information** means information or an opinion (including that forming part of a database), whether recorded in a material form or not, about any natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**Plan** means plan of subdivision PS738417A;

**Planning Permit** means planning permit no. PInA00983/14 issued by the Council;

**Planning Restriction** means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use of the Land;

**Purchaser's Rights** means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling on the vendor to amend title or bear the costs of doing so;
- (d) seeking a reduction in the Price;
- (e) retaining part or the whole of the Price;
- (f) avoiding obligations

under this contract;

**Section 173 Agreement** means any agreement between the vendor and the Council or any other party under section 173 of the *Planning and Environment Act 1987* required to be entered into pursuant to the Planning Permit;

**Service connection fees** means any fees and levies imposed by the service provider to connect any of the following services to the Land:

- (a) Water supply;
- (b) Sewerage;
- (c) Gas;
- (d) Electricity; and
- (e) Telecommunications;

**Supplementary rates and taxes** means any Outgoings levied against the Land following the registration of the Plan.

**Telecommunications** means the carriage of communications by means of guided and/or unguided electromagnetic energy;

**Universal Service Obligation** means the service requirements set out in the Telecommunications Universal Service Obligation (Standard Telephone Service—Requirements and Circumstances) Determination (No.1) 2011.

## 1.2 Interpretation

- 1.2.1 A heading is for ease of reference only and shall not affect the construction of this contract;
- 1.2.2 A reference to the Property or any other thing includes the whole or any part of the Property or any other thing;
- 1.2.3 A reference to statutes will include any statutes amending consolidating or replacing the same;
- 1.2.4 Wherever appearing in this contract words importing persons will include corporations, words importing the singular or plural numbers will include plural and singular number respectively and words importing the masculine gender will include all genders as the case may require;
- 1.2.5 A reference to a party includes the party's successors and permitted assigns;
- 1.2.6 An obligation imposed by this contract on more than one person binds them jointly and severally.

## 2. Electronic Signature

- 2.1 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 2.2 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 2.3 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 2.4 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 2.5 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with this request does not affect the validity of this contract.

## 3. Electronic Conveyancing

- 3.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the **Electronic Conveyancing National Law**. This special condition 3 has priority over any other provision to the extent of any inconsistency.

- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 3 ceases to apply from when such a notice is given.
- 3.3 Each party must:
  - 3.3.1 be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - 3.3.2 ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - 3.3.3 conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.
- 3.6 Settlement occurs when the workspace records that:
  - 3.6.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - 3.6.2 if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 3.7 The parties must do everything reasonably necessary to effect settlement:
  - 3.7.1 electronically on the next business day, or
  - 3.7.2 at the option of either party, otherwise than electronically as soon as possible -  
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 3.9 The vendor must before settlement:
  - 3.9.1 deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - 3.9.2 direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - 3.9.3 deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and  
  
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

#### **4. Digital Duties Form**

- 4.1 To ensure that the digital duties form is completed and signed in time for settlement, the purchaser must:



- 4.1.1 Populate the digital duties form with all the information which a purchaser must provide to the State Revenue Office (Transferee Information); and
- 4.1.2 Accept and or sign the digital duties form,  
in each instance, within 5 business days of receiving advice that the statement of compliance has issued or receiving an online invitation to do so whichever is the later.
- 4.2 If the purchaser fails to comply with special condition 4.1 the purchaser is in default under the contract.
- 4.3 In addition to the vendors rights described elsewhere in this contract, if the purchaser breaches the purchasers obligations under special condition 4.1:
  - 4.3.1 The vendor may extend the due date of settlement by the same number of days in which the purchaser delays populating, or accepting and/or signing the digital duties form; and
  - 4.3.2 The purchaser is taken to have defaulted in payment of the balance of the price and must, at settlement, pay interest pursuant to general condition 26 to the vendor from the due date for settlement until the settlement date.
- 4.4 The purchaser confirms and agrees that upon the digital duties form being populated with the Transferee Information and signed by the vendor the purchaser must not amend any of the Transferee Information without the written consent of the vendor.

## **5. Amendments to General Conditions**

- 5.1 General conditions 5, 9, 14, 15, 18, 20, 24.2 and 24.4 to 24.6 do not apply to this contract.
- 5.2 General Condition 6 is deleted and replaced with the following:
  - 6.1 If a party has given notice that settlement and lodgement cannot be conducted electronically then the transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 business days before settlement.
  - 6.2 The vendor may delay settlement until 10 business days after the purchaser delivers the transfer of land document to the vendor. If settlement is delayed under this general condition the purchaser must pay the vendor:
    - 6.2.1 interest from the due date for settlement until the date on which settlement occurs or 10 business days after the vendor receives the transfer of land, whichever is the earlier; and
    - 6.2.2 any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
  - 6.3 The delivery of the transfer of land document is not acceptance of title.
  - 6.4 The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document before settlement.
- 5.3 General condition 11 is replaced with the following:

### **11. Payment**

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by **bank** cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to **five** cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 5.4 General condition 12.4 is added:
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 5.5 General condition 13.3 is replaced with the following:
- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.
- 5.6 General condition 15A is added:
- 15A. Foreign Resident Capital Gains Withholding**
- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act**

**1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.

- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in the contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 5.7 General condition 17 is replaced with the following:

**17. Service**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the **Sale of Land Act 1962** or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:



- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

17.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) facsimile transmission is taken to have been served on the date of transmission, unless proved otherwise;
- (e) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

5.8 General condition 21 is replaced with the following:

**21. Notices**

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

5.9 General condition 28.1 is amended by adding the words “on a solicitor-client basis” after the word “costs”.

5.10 General condition 28.4(a) is deleted and replaced with the following:

- (a) then an amount equal to 10% of the price is forfeited to the vendor as the vendor’s absolute property, whether this amount has been paid or not; and

**6. GST Withholding**

6.1 Interpretation

In this clause 6:

6.1.1 GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

6.1.2 Unless expressly stated otherwise or unless the contrary intention appears, words or expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning as in the GST Law.

6.1.3 TA Act means the Taxation Administration Act 1953 (Cth).

6.1.4 GST Withholding Amount means the amount that the purchaser is required to withhold on account of GST from the consideration payable for the supply of the Land under this contract and pay to the Commissioner as notified by the vendor in the GST Withholding Notice and pursuant to Schedule 1 of the TA Act.

6.1.5 GST Withholding Notice means any notification required to be made by the vendor under section 14-255 of Schedule 1 to the TA Act which states whether or not the purchaser is required to make a payment of a GST Withholding Amount.

6.1.6 Potential Residential Land has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 6.2 Potential Residential Land

If the supply under this contract is of Potential Residential Land, and the purchaser is:

6.2.1 Registered for GST: and

6.2.2 Acquiring the Potential Residential Land for a creditable purpose,

the purchaser must provide the vendor with a statement to that effect by no later than 15 days before settlement and if such a statement is provided the purchaser will not be required to make a payment of the GST Withholding Amount pursuant to clause 6.3.

## 6.3 GST Withholding

6.3.1 If the supply under this contract is a supply by way of sale or long-term lease of residential premises or Potential Residential Land, then the vendor must provide the purchaser with a GST Withholding Notice under this contract or otherwise in a form that complies with the law by no later than 10 days prior to settlement. However, no withholding is required if the supply under this contract is:

- (a) a supply of new residential premises that has been created through substantial renovations of a building;
- (b) a supply of commercial residential premises;
- (c) a supply of Potential Residential Land that is not included in a property subdivision plan or which contains a building in use for a commercial purpose; or
- (d) the purchaser has provided a statement to the vendor in accordance with clause 6.2.

6.3.2 If under Schedule 1 of the TA Act, a GST Withholding Amount is required to be paid in respect of the supply of the property under this contract:

- (a) the purchaser or its agent must complete and lodge any and all relevant forms or notifications required by the Commissioner or other relevant Authority and provide evidence of having done so to the vendor by no later than 5 days prior to settlement.
- (b) the purchaser or its agent must provide the vendor with all relevant identification or reference numbers issued by the Commissioner upon lodgement of the relevant forms or notifications by no later than 3 days prior to settlement; and
- (c) the purchaser must pay the GST Withholding Amount to the Commissioner from the balance of the purchase price payable to the vendor at settlement in accordance with this clause 6.3.

6.3.3 The vendor acknowledges and agrees that the vendor will not be entitled to delay settlement or refuse to complete if the purchaser has made payment of the GST Withholding Amount in compliance with this clause 6.3.

6.3.4 If clause 6.3.2 applies then, unless otherwise directed by the vendor, and subject to clause 6.3:

- (a) the purchaser must at settlement, provide the vendor with a bank cheque drawn in favour of the Commissioner of Taxation for the GST Withholding Amount;
- (b) any bank cheque provided to the vendor by the purchaser pursuant to clause 6.3.4(a) must not be post-dated, stale or dishonoured on presentation; and
- (c) the vendor undertakes to provide the bank cheque to the Commissioner together with the relevant identification number provided to it by the purchaser in accordance with clause 6.3.2(b).

- 6.3.5 Clause 6.3.4 does not apply where settlement occurs electronically in accordance with the Electronic Conveyancing National Law and the GST Withholding Amount is paid to the Commissioner through that facility.
- 6.3.6 If payment of the GST Withholding Amount does not occur in accordance with either clause 6.3.4 or clause 6.3.5 then the vendor may delay settlement until the day on which:
- (a) payment of the GST Withholding Amount to the Commissioner has occurred; or
  - (b) the vendor receives the entire purchase price.
- 6.3.7 The purchaser indemnifies the vendor, against all loss that may be incurred by the vendor arising from or in connection with a breach by the purchaser of clause 6.3 or any breach of the purchaser's obligations under Subdivision 14-E of Schedule 1 to the TA Act.
- 6.3.8 The parties agree to co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including, without limitation:
- (a) provision of any information reasonably requested by the other party for the purposes of determining whether a GST Withholding Amount will be payable or for completing any form or making any notification to the Commissioner; and
  - (b) making any necessary additions or amendments to this contract to address any requirement under the GST Law or TA Act.
- 6.3.9 If the purchaser has not received a GST Withholding Notice from the vendor within the timeframe stipulated in clause 6.3.1, and if the purchaser subsequently intends to withhold a GST Withholding Amount in respect of the supply of the property under this contract, then without limiting the purchaser's obligations under clause 6.3.2(a) and 6.3.2(b), the purchaser must notify the vendor in writing of its intention to withhold a GST Withholding Amount and the reasons for this intention by no later than 5 days prior to settlement.

## **7. Deposit**

- 7.1 Deposit monies payable under this contract will be:
- 7.1.1 Paid into an interest bearing trust account by the vendor's solicitor on trust for the purchaser until settlement; or
  - 7.1.2 Paid into the vendor's solicitor's or vendor's agent's trust account on trust for the purchaser until settlement.
- 7.2 The vendor and the purchaser agree that if the deposit is invested in an interest bearing account, any interest which accrues on the deposit money will be paid to the party entitled to the deposit on the date on which the deposit money is released to that party.
- 7.3 For the purposes of special condition 7.2, the expression "interest" shall be deemed to mean all interest which has accrued in respect of the interest bearing trust account referred to in special condition 7.1 less all duties payable in respect of such account.

## **8. Purchaser acknowledges Restrictions**

The purchaser acknowledges that the Plan contains restrictions which among other things:

- 8.1 Requires that only one private dwelling house be erected on the Land;
- 8.2 Any dwelling house the construction of which is commenced before 1 January 2025 requires the written approval of the Design Assessment Panel and must be constructed in accordance with the Aquarevo Building Design Guidelines a copy of which is included in the annexed section 32 statement and can also be obtained from the website specified in the restriction being <http://villawoodproperties.com.au/community/aquarevo/purchaser-information/design-guidelines/>;
- 8.3 Provides for a minimum floor level for any dwelling house;
- 8.4 Provides a maximum width and frontage for garage doors on specified lots;
- 8.5 Places certain restrictions on fences to be erected on the Land.

## **9. Design Guidelines**

- 9.1 In assessing plans submitted by the purchaser pursuant to the restrictions contained within the Plan the vendor or its delegated Design Assessment Panel may have regard to the Aquarevo Building Design Guidelines.
- 9.2 The purchaser acknowledges having read the Aquarevo Building Design Guidelines attached to the section 32 statement and admits that the Land is sold subject to the provisions of the Aquarevo Building Design Guidelines.
- 9.3 The purchaser acknowledges that the vendor is authorised to amend the Aquarevo Building Design Guidelines both before and after the Settlement Date provided that the amendments are consistent with the overall objectives of the Development. The purchaser consents to a copy of the Aquarevo Building Design Guidelines being provided to the purchaser via the website <http://villawoodproperties.com.au/community/aquarevo/purchaser-information/design-guidelines/>.
- 9.4 The purchaser irrevocably consents to the vendor exercising the rights contained in special condition 9.3 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.
- 9.5 The purchaser hereby authorises the vendor or its agent to enter upon and have access to the Land at any time for the purpose of rectifying any breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so. Entry upon and access to the Land in accordance with this special condition shall not constitute trespass and the purchaser shall not make any claim against the vendor arising from such entry or access.

## **10. Sustainability requirements**

- 10.1 The purchaser acknowledges that the Aquarevo Building Design Guidelines impose water and energy requirements in order to achieve an integrated water, sewer and energy system including requirements in relation to:
  - 10.1.1 Recycled water;
  - 10.1.2 Collection and storage of rainwater;
  - 10.1.3 Roof design;
  - 10.1.4 Hot water system;
  - 10.1.5 The installation of the OneBox device;
  - 10.1.6 Pressure sewer;
  - 10.1.7 Solar power;
  - 10.1.8 Electric car charging point;

A summary of the vendor's initiatives at Aquarevo are listed in the attached Aquarevo – Disclosure Statement.
- 10.2 To assist in compliance with the collection and storage of rainwater requirements the purchaser is referred to the attached Positioning Your New Tank Guide.
- 10.3 In order to implement the sustainability requirements the vendor or its agents will at the time of construction of a dwelling house on the Land in accordance with the Aquarevo Building Design Guidelines supply those items set out in the Aquarevo Building Design Guidelines. The purchaser acknowledges that all items supplied by or on behalf of the vendor will remain the property of the vendor.
- 10.4 The purchaser acknowledges that in order to maintain the seamless operation of the integrated water, sewer and energy systems it may be necessary from time to time for the vendor or a representative of the vendor to access the Land to inspect and or maintain the items of equipment supplied by or on behalf of the vendor. The purchaser consents to the vendor or its agent entering upon and having access over the Land for this purpose.

## **11. Disclosure of Works**

- 11.1 The vendor may undertake works affecting the natural surface level of the land in the Lot or any land abutting the Lot in the same subdivision as the Lot by cutting, excavating, grading, levelling,

placing fill or placing soil on the land, removing soil from the land or by carrying out any other works on the land; and

- 11.2 Works that have been carried out on the land after the certification of the Plan and before the date of this contract or are at the date of this contract being carried out or proposed to be carried out are set out in the Engineering plan or fill plan provided to the purchaser in the Vendor statement. If no Engineering plan or fill plan is in the Vendor statement the vendor will provide to the purchaser an Engineering plan or fill plan as soon as practicable after the Engineering plan or fill plan becomes available. The purchaser consents to a copy of the Engineering plan or fill plan and any amendments or variations to the Engineering plan or fill plan being provided to the purchaser via the website <https://villawoodproperties.com.au/community/aquarevo/purchaser-information/building-information/>.

## **12. Aquarevo Development**

- 12.1 The purchaser acknowledges that the Land forms part of the Development.
- 12.2 The purchaser covenants that it will not directly or indirectly:
- 12.2.1 Hinder, delay or prevent the Development and its construction by the vendor;
  - 12.2.2 Hinder, delay or prevent the marketing activities of the vendor;
  - 12.2.3 Hinder or object to any application for any approval made by or on behalf of the vendor in relation to the Development; or
  - 12.2.4 Do anything which, in the Vendor's opinion may curtail, inhibit or interfere with or which may affect the Development or the Plan generally.
- 12.3 The purchaser indemnifies and will keep indemnified the vendor against all claims, loss, damage and costs for which the vendor may suffer in respect of any breach of special condition 12.2.
- 12.4 The purchaser:
- 12.4.1 Authorises the vendor to negotiate the terms of and enter into the Section 173 Agreement and any other agreement as may be required to be entered into with a relevant authority pursuant to the planning permit for the Development obtained by the vendor without reference to the purchaser;
  - 12.4.2 Authorises the vendor to amend the Section 173 Agreement and any other agreement entered into with a relevant authority;
  - 12.4.3 Must not make any requisition or object, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by the Section 173 Agreement;
  - 12.4.4 If required by the vendor, must do, and must procure its solicitors and mortgagee to do, all acts, matters and things, including executing all consents, orders and applications, necessary in order to have the Section 173 Agreement registered by the Land Registry;
  - 12.4.5 Acknowledges that the section 173 Agreement will not constitute a defect in the vendor's title; and
  - 12.4.6 Acknowledges that any condition of the Section 173 Agreement which is not capable of being satisfied prior to registration of the Plan and which continues after the settlement date will become the responsibility of the purchaser so far as that condition relates to or affects the Land and the purchaser will indemnify and keep indemnified the vendor against any loss, or claim or liability arising from any breach of or non – compliance with any such condition by the purchaser on and after settlement date.
- 12.5 The purchaser agrees and acknowledges that it will not hinder, object, obstruct or make any claim against the vendor in relation to the exercise by the vendor of any of the rights contained in this special condition 12.
- 12.6 The purchaser must:
- 12.6.1 commence construction of the dwelling house in accordance with plans approved by the vendor or its delegated Design Assessment Panel within eighteen months of the settlement date;

- 12.6.2 complete construction of the dwelling house within twelve months of the commencement of the construction which shall be deemed to be the date of the issue of the building permit;
  - 12.6.3 not leave the building works incomplete for more than three months without work being carried out;
  - 12.6.4 complete the construction of a driveway within three months of the issuing of an occupancy permit on the Land;
  - 12.6.5 submit landscape plans which provide for a high standard of presentation and are in conformity with the Aquarevo Building Design Guidelines to the vendor or its delegated Design Assessment Panel for approval before the commencement of any landscaping works;
  - 12.6.6 complete landscaping to the front of any dwelling house and the nature strip in accordance with the approved landscape plans within three months of the issuing of an occupancy permit for that dwelling house.
- 12.7 The purchaser must not allow any rubbish including site excavations and building materials to accumulate on the Land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Land. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal of any rubbish, grass or weeds that accumulate in breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so.
- 12.8 The purchaser must not erect or cause to be erected or allow to be erected or allow to remain or display cause to be displayed or allow to be displayed any sign, hoarding or advertising or any description whatsoever on the Land unless authorised by this contract, the Aquarevo Building Design Guidelines or the vendor or its delegated Design Assessment Panel. The vendor or its agent may enter upon and have access over the Land at any time for the purpose of removal of any sign, hoarding or advertising erected or displayed in breach of this special condition and the purchaser shall pay the vendor's reasonable costs in doing so.

### **13. Adjustments**

- 13.1 All rates, taxes, assessments, land tax, levies or other outgoings (Outgoings) payable by the vendor must be apportioned between the parties on the Day of Sale and any adjustment paid and received as appropriate.
- 13.2 The Outgoings must be apportioned on the following basis:
- 13.2.1 State land tax certified or assessed for the land (whether or not the same is computed on a proportional basis or on the basis that the land sold is the only land of which the vendor is the owner within the meaning of the *Land Tax Act 2005*) shall be paid by the vendor but shall be borne by the purchaser as from the Day of Sale; and
  - 13.2.2 The reference to the Land sold as being the only land of which the vendor is the owner within the meaning of the *Land Tax Act 2005* is a reference to all of the land described in certificate of title volume 11864 folio 203; and
  - 13.2.3 If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed; and
  - 13.2.4 Any personal or statutory benefit available to any party shall be disregarded; and
  - 13.2.5 Any community infrastructure levy assessed against the Land shall be paid by the purchaser in full; and
  - 13.2.6 Notwithstanding special condition 13.2.1 the vendor will pay all Outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.
- 13.3 The purchaser must solely bear and pay all:
- 13.3.1 Supplementary rates and taxes;
  - 13.3.2 Service connection fees or levies; and

### 13.3.3 Other levies or Outgoings;

assessed or levied in respect of the property on or after the registration of the Plan by the Registrar of Titles.

13.4 Notwithstanding special condition 13.2.6, the Outgoings will be adjusted as if they had been paid by the vendor as at the Day of Sale.

## 14. Planning Restrictions

The purchaser buys subject to the *Planning and Environment Act 1987* and to all relevant planning controls and restrictions on the use and/or development of the Land imposed by the Planning Scheme for the municipality in which the Land is situated including the Section 173 Agreement (if any) and Planning Permit issued in respect of the Land.

## 15. Fencing Notice

15.1 The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the Land and the purchaser acknowledges that fact and shall make no claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.

15.2 This special condition shall continue for the benefit of the vendor notwithstanding settlement.

15.3 In the event that the purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the purchaser covenants with the vendor that the purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the vendor.

## 16. Whole Agreement

16.1 The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties.

16.2 No further or other covenants agreements provisions or terms shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract.

## 17. Guarantee

If the purchaser is a company other than a public company and/or if the purchaser nominates a substitute purchaser which is a company other than a public company the purchaser agrees that it will procure the guarantee of two of its directors or of two directors of the substitute purchaser (as appropriate) in the form annexed as Annexure A to this contract to the performance of the obligations incurred by the purchaser pursuant to this contract of sale simultaneously with the execution of this contract or the nomination of the substitute purchaser (as appropriate).

## 18. Trust

If the purchaser is buying the property as trustee of a trust (**Trust**) then:

18.1 The purchaser must not do anything to prejudice any right of indemnity the purchaser may have under the Trust;

18.2 The purchaser warrants that the purchaser has power under the Trust to enter into this contract;

18.3 If the trustee of the Trust is an individual, that signatory is personally liable under this contract for the due performance of the purchaser's obligations as if the signatory were the purchaser in case of default by the purchaser;

18.4 The purchaser warrants that the purchaser has a right of indemnity under the Trust; and

18.5 The purchaser must not allow a variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## 19. Execution of necessary documents

Each party to this contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all acts and things necessary, desirable or reasonable to give effect to this contract.

## **20. FIRB Approval**

- 20.1 If the box is ticked "No" after the words "FIRB Approval Required?" in Schedule 1 of the particulars of sale or the particulars of sale is otherwise not completed then the purchaser:
- 20.1.1 warrants to the vendor that this contract is not examinable by the FIRB under the *Foreign Acquisitions and Takeovers Act 1975* (FIRB Act); and
  - 20.1.2 agrees to indemnify and keep indemnified the vendor against any loss, damage or liability the vendor may suffer or incur as a result of a breach of the warranty in this special condition.
- 20.2 If the box is ticked "Yes" after the words "FIRB Approval Required?" in Schedule 1 of the particulars of sale then:
- 20.2.1 This contract is subject to and conditional upon the purchaser receiving FIRB approval (the Approval) within 20 business days from the date of the contract (the Due Date).
  - 20.2.2 The purchaser must inform the vendor's representative in writing on or before the Due Date whether the purchaser has obtained the Approval. If the purchaser gives written notice to the vendor's representative on or before the Due Date that Approval has not been obtained then the contract will be terminated and all monies paid by the purchaser must be refunded to the purchaser in full;
  - 20.2.3 If the purchaser does not inform the vendor's representative by the Due Date then the purchaser is deemed to have received the Approval and this special condition 20.2 will be of no further effect.

## **21. Non-merger**

Any provision of this contract which is capable of taking effect after completion of this contract will not merge on settlement of the Land but will continue with full force and effect.

## **22. Indemnity**

Subject to any provision to the contrary in this contract the purchaser will indemnify and keep indemnified the vendor against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings howsoever arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the Land or any act, matter or thing occurring thereon.

## **23. Personal Information**

The purchaser hereby consents to the following uses and disclosures by the vendor, its estate agent and its legal representative in respect of Personal Information relating to the purchaser namely:

- 23.1 the use of Personal Information for the purpose of complying with the vendor's obligations under this contract and to enforce the vendor's rights under this contract;
- 23.2 the disclosure of Personal Information including the purchaser's full name, address and telephone number to fencing contractors and owners of adjoining property for the purpose of assisting them in complying with their obligations and enforcing their rights in relation to the fencing of the Land;
- 23.3 the disclosure of Personal Information including the purchaser's full name, address and telephone number to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the Land.

## **24. Assignment**

- 24.1 The purchaser acknowledges and agrees that the vendor may, at any time prior to the Settlement Date, assign its rights and obligations under this contract to a third party (Assignee).
- 24.2 The purchaser consents to any assignment by the vendor and agrees that:
  - 24.2.1 Upon request by the vendor, it will promptly sign and return to the vendor any document in relation to the assignment; and
  - 24.2.2 It will perform all of the purchaser's obligations under the contract in favour of and for the benefit of any Assignee as if the Assignee were the vendor named in this contract.



## **25. Telecommunications services**

- 25.1 The purchaser acknowledges that the vendor may install data transmission cables for the supply of Telecommunications services to the Land which will require an agreement to be entered into by the purchaser with a private supplier before the purchaser will be able to make use of the data transmission cable.
- 25.2 The purchaser acknowledges that:
- 25.2.1 the vendor is not responsible for the connection of Telecommunications services to the Land beyond the installation of optical fibre conduits to the title boundary of the Land in accordance with the Engineering plan;
  - 25.2.2 the vendor has no control over the timing of the connection of telecommunications services to the Land which is solely the responsibility of the wholesale broadband provider engaged to connect such services;
  - 25.2.3 if the wholesale broadband provider has not connected telecommunication services to the land when such services are required Telstra (or such other provider as may be declared by the relevant authority) is required to do so in accordance with the Universal Service Obligation;
  - 25.2.4 the vendor has no control over the type of service provided in accordance with the Universal Service Obligation.
- 25.3 The purchaser will make no objection or claim any compensation against the vendor in respect of the timing or type of Telecommunication service provided to the Land.

## **26. Resales / nominations**

- 26.1 The purchaser must not until after the Settlement Date sell, transfer, assign, nominate a substitute or additional purchaser, mortgage or otherwise encumber the Land without the vendor's consent, which may be withheld in the vendor's absolute discretion or granted subject to conditions.
- 26.2 The vendor may in the exercise of the discretion set out in special condition 26.1 consent to the purchaser nominating a member of the purchaser's immediate family (which is limited to a spouse, parent, domestic partner or child) as a substitute or additional purchaser on condition that the purchaser and the substitute or additional purchaser or transferee enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form approved by the vendor) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.
- 26.3 If the purchaser sells, transfers or otherwise disposes of the Land before the dwelling on the Land is completed in accordance with special condition 12.6, the purchaser must enter into, and must procure the proposed purchaser, disposee or transferee to enter into a deed (prepared by the vendor's solicitors at the purchaser's cost in the form or to the effect of the deed provided in Annexure B) with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.
- 26.4 The purchaser acknowledges and understands that any common law right of the purchaser to nominate an additional or substitute purchaser is excluded from this contract to the extent that it is not permitted pursuant to this special condition.
- 26.5 If the purchaser advertises or markets the property for sale before the Settlement Date without first having obtained the vendor's consent in accordance with this special condition the vendor will have the right to rescind this contract by giving notice in writing to that effect to the purchaser. After service of a notice under this special condition all monies paid under the contract by the purchaser EXCEPT for the reasonable costs incurred by the vendor in relation to the contract will be refunded to the purchaser and neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract.

## **27. Platinum Club Member Rebate**

If the box is ticked "Yes" after the words "Rebate available?" in Schedule 1 of the particulars of sale then:-

- 27.1 being a Member of the Villawood Platinum Club on the day of sale and continuously holding such Membership and complying with its terms and conditions throughout the term of this Contract;
- 27.2 fully complying with all aspects of the terms of this Contract;

27.3 completing settlement on or before the due date for payment of the balance of the price in accordance with the terms of this Contract; and

27.4 at no time during the term of this Contract being in default of any term or condition;

the vendor will at settlement provide to the purchaser a rebate of \$1,000.00. The purchaser acknowledges that the right to receive this rebate is personal to the purchaser and is not capable of assignment.

## **28. Solar Battery Offer**

28.1 If the box is ticked "Yes" after the words "Solar Battery Offer available?" in Schedule 1 of the particulars of sale the purchaser is, subject to compliance with special condition 28.2, eligible to receive the supply and installation of a 5kWh Sonnen Eco9.53/5 Solar battery or, if for any reason this is not available then, an equivalent standard of solar battery (the Battery) with similar specifications (the Offer).

28.2 To receive the Battery the purchaser must:-

28.2.1 fully comply with all aspects of the terms and conditions of this Contract;

28.2.2 complete settlement on or before the due date for payment of the balance of the price in accordance with the terms of this Contract;

28.2.3 at no time during the term of this Contract be in default of any term or condition;

28.2.4 within 9 months of the settlement date make a written request for the Battery by email to [aquarevosolar@villawoodproperties.com](mailto:aquarevosolar@villawoodproperties.com) and submit it with the house design plans to the Design Assessment Panel; and

28.2.5 within 18 months of the settlement date:

(a) substantially complete construction of the house on the Lot as approved by the Design Assessment Panel;

(b) install a 3.0kW or greater solar PV array in a single phase electrical house connection which complies with the specifications attached as an addendum to the Aquarevo Design Guidelines, which may be found at <http://villawoodproperties.com.au/community/aquarevo/purchaser-information/design-guidelines/>;

(c) install the solar PV array during the house building process so that it is in place before the issue of an occupancy permit; and

(d) make the house, including the solar PV array and connections, ready for the installation and operation of the Battery by ensuring that the solar PV array and connections are compatible with the Battery and either in conjunction with its builder or otherwise provide the contractors engaged for the installation with access to the premises for the purposes of installation of the Battery.

28.3 Conditional upon the purchaser complying with this special condition the vendor will unless otherwise agreed use all reasonable endeavours to arrange whatever authorisation as may be necessary to allow the purchaser (or the purchaser's builder, on behalf of the purchaser) to request the supply and installation of the Battery from the vendor's designated supplier.

28.4 If the purchaser elects not to take up the Offer the purchaser will not be eligible for any discount or rebate because of this election.

28.5 The purchaser acknowledges that the right to receive the Battery is personal to the purchaser and is not capable of assignment.

28.6 The vendor makes no promise, representation, warranty or undertaking in relation to the Offer or the Battery and will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury suffered or sustained, as a result of the purchaser accepting the Offer or the vendor procuring the supply and installation of the Battery, except for any liability which cannot be excluded by law.

28.7 The purchaser acknowledges that the vendor is not the installer or manufacturer of the Battery and the vendor shall not be liable for the installation or operation of the Battery and any claims that the purchaser may have in relation to the workings or operation of the Battery must be directed to the supplier of the Battery and not the vendor.

- 28.8 The purchaser is responsible for informing the purchaser's builder that the purchaser intends to accept the Offer. The purchaser must supply to the builder all information, details and specifications of the Battery and all other information the builder must allow for in the design and build of the home to enable the installation of the Battery.
- 28.9 The purchaser authorises the vendor to provide to the vendor's designated supplier of the Battery the purchaser's name and contact details to enable that supplier to contact the purchaser in relation to installation of the Battery and additional products offered by the supplier.

# Aquarevo Disclosure Statement

This document details our initiatives at the Aquarevo estate and provides you with all the information you need about the unique water, sewerage and recycled water services we provide at each Aquarevo home. Below is a summary only so if you're a prospective purchaser, you'll need to refer to the Aquarevo Design Guidelines, the Contract of Sale and our Conditions of Connection for full details.

## About us

At South East Water, we're a government-owned water corporation. We support healthy and liveable communities by delivering water, sewerage and recycled water services to 1.83 million people who rely on us every day and every night.

## Former use of land

The land we're developing at the Aquarevo estate used to be the Cranbourne Purification Plant until we decommissioned it in the early 2000s. Following some site works we commissioned an environmental audit. We received clearance in 2011 that it was suitable for all beneficial and land uses, including low density residential. Following this, the council rezoned land as residential. We commissioned a second audit in 2016 and again it found the environment hadn't changed and was still safe to build on.

## Sources of water

At Aquarevo, we supply each home with three water sources:



Each water source has been specifically chosen for its intended use and is supplied according to relevant regulations and guidelines.

	Kitchen	Bathroom	Laundry	Outdoor
	<ul style="list-style-type: none"> <li>• Sink (hot/cold taps)</li> <li>• Dishwasher</li> <li>• Fridge/ice-maker</li> </ul>	<ul style="list-style-type: none"> <li>• Basin (hot/cold taps)</li> <li>• Shower (cold tap)</li> <li>• Bath (cold tap)</li> </ul>	<ul style="list-style-type: none"> <li>• Laundry trough (cold tap)</li> <li>• Washing machine* (cold tap)</li> </ul>	<ul style="list-style-type: none"> <li>• Front yard tap 1</li> <li>• Backyard tap (optional)</li> </ul>
		<ul style="list-style-type: none"> <li>• Shower (hot tap)</li> <li>• Bath (hot tap)</li> </ul>	<ul style="list-style-type: none"> <li>• Laundry trough (hot tap)</li> <li>• Washing machine* (hot tap)</li> </ul>	
		<ul style="list-style-type: none"> <li>• Toilet</li> </ul>	<ul style="list-style-type: none"> <li>• Washing machine* (cold tap, preferred option)</li> </ul>	<ul style="list-style-type: none"> <li>• Front yard tap 2</li> <li>• Backyard tap</li> </ul>

\*We'll connect your laundry with all three water sources. For the washing machine, rainwater will supply hot water and for cold water, you can choose from drinking water or recycled water.





### **Drinking water**

In an Aquarevo home, we supply drinking water taps with the same quality drinking water you get throughout metropolitan Melbourne. We recommend this for all drinking and food preparation.

We supply hot and cold drinking water to the sinks (kitchen and bars), basins and dishwasher. We supply cold drinking water to cold drinking water taps in bathrooms and showers, fridges, laundry trough, clothes washing machine, and the front yard tap. Cold drinking water supply to the back yard taps is optional (please refer to your builder).

### **Recycled water**

We produce recycled water from the wastewater that leaves your home, undergoing treatment at a water recycling plant so anyone can use it again or send it back into the environment. Class A is the highest quality recycled water available, and undergoes significant and rigorous treatment before we provide it for reuse. Although it's not suitable for drinking, it's great for flushing toilets, washing clothes and watering the garden. We produce Class A recycled water to guidelines approved by Environment Protection Authority Victoria and endorsed by the Department of Health and Human Services. You can tell recycled water by its purple pipes and fittings.

### **Onsite water recycling plant**

Aquarevo will soon have its own onsite, fully enclosed, water recycling plant to treat wastewater from all houses in the estate and return it as Class A recycled water. Until we build this, we'll source recycled water from the existing recycled water supply delivered to properties in the neighbouring estate at Marriott Waters.

### **Rain-to-hot water system**

There'll be two hot water systems for each house in the Aquarevo estate. We'll supply heated drinking water for food preparation or other human consumption to all sinks (kitchen and bars), fridges, dishwasher and basins via a hot water system which will be installed by your builder. You'll be responsible for the ongoing maintenance and operation of this hot water system.

In addition, the roof of each house will capture rainwater and collect it into a 2,400 litre capacity rainwater tank. This rainwater will be heated and provided for non-drinking purposes and will supply the hot water taps in the shower/s, bath, laundry trough and washing machine. The rain-to-hot water system (described in detail in the Aquarevo Design Guidelines) feeds rainwater through guards and screens, and undergoes filtering and treatment before it passes into a hot water system and into the home. We'll supply drinking water automatically to the hot water system as a back-up if there's no rainwater in the rainwater tank. Hot water taps connected to the rain-to-hot water system will be clearly marked.

We'll supply and install all rainwater equipment relating to the rain-to-hot water system (including leaf filtering systems and downpipes) and the equipment (to the outlet of the rainwater hot water unit). This equipment remains the property of South East Water. The builder will supply and install the gutter guard. The homeowner is responsible for maintaining the roof and gutters. As the roof is used as a rainwater catchment there mustn't be any modifications e.g. for satellite dishes, etc., that could impact on the rainwater catchment and therefore the quality of water. Also, if you install an evaporative cooling system, water from the discharge pipe





mustn't enter the gutter used for the rainwater catchment area. Please refer to the Aquarevo Design Guidelines.

We'll maintain and operate the products and features provided for the rain-to-hot water system for 10 years. We'll review the ownership, operation and maintenance responsibilities after 10 years from the date of first installation and we'll amend these conditions by us as necessary to reflect any new arrangements in relation to the rain-to-hot water system.

### **Tank Talk®**

The rainwater tank also features our Tank Talk® wireless technology, which collects weather forecast data to identify when heavy rain is due. Tank Talk® uses this information to release water from the rainwater tank into the stormwater drain before rain arrives, creating room to capture new rainwater while reducing overflows onto properties or into streets, and reducing the risk of localised flooding.

### **Pressure sewer system**

At Aquarevo, we'll manage and be responsible for a pressure sewer system. This consists of a pump and a tank unit (or pod), which is located below ground in the front corner of the property and collects wastewater.

The pressure sewer system uses OneBox® technology, which will monitor wastewater levels in the pod and periodically pump it away into the sewerage system and onto a water recycling plant for treatment.

Home owners will be responsible for the sanitary drain line from the house to the pod, and mustn't cover over the pod lid as we need access to it at all times. The pressure sewer system is the property of South East Water.

### **Access to usage information via an app**

As an Aquarevo resident you'll be able to access leading edge technology that can help you monitor near real-time water use and energy use (depending upon your supplier) through a portal. The near real-time usage information these technologies provide will help you to manage and reduce water and energy use.

### **OneBox® technology**

Developed by us, OneBox® is a small, white device (about the size of a small cereal box) that we'll mount on the exterior of each Aquarevo home near the power meter box. OneBox® monitors all water use in the home and controls the estate's overall pressure sewerage system. Its technology will:

- allow us to remotely monitor and control the pressure sewer network and regulate sewer flows
- track and monitor household water use (drinking water, recycled water and rainwater)
- control Tank Talk®, our rainwater tank technology that gathers data from the Bureau of Meteorology, and decide if and when water should be released from the tank before a rainfall event to help reduce stormwater flooding
- control and monitor the rain to hot water system
- control and monitor the temperature of hot water leaving the hot water unit, to ensure it remains at the programmed temperature.





## Our supplied products

At South East Water, we own, operate and maintain all the products we supply, unless otherwise noted. This includes the:

- rain-to-hot water system, which comprises a rainwater tank, hot water unit and the connecting pipe work
- rainwater filter and ultraviolet treatment unit
- OneBox® technology
- Tank Talk® rainwater tank technology
- pressure sewer system (pod and pump unit)

## When we'll need to access your property

We'll need regular access to all equipment installed for maintenance and water sampling activities and to make sure that the water and sewerage systems are working safely and effectively. Where these products are behind a fence or gate – including the rain-to-hot water system and the OneBox® – you'll need to make sure you provide us with access. If necessary we'll arrange a mutually-agreed time with the homeowner.

## Other initiatives

The Aquarevo Design Guidelines also provide for all homes in the Aquarevo estate to have solar panels and a broadband connection. We're not involved in, and take no responsibility for, electricity supply or the broadband connection.

## How to get in touch

**Email** [customercare@sew.com.au](mailto:customercare@sew.com.au)

**General account enquiries** 13 18 51

**Customer Care** 9552 3540

**TTY users** 133 677 (ask for 13 18 51)

**Email** [aquarevo@sew.com.au](mailto:aquarevo@sew.com.au)

**Visit** Aquarevo Discovery Centre,  
Boland Drive, Lyndhurst

**South East  
Water**



**FORM 2**  
**Estate Agents Act 1980**

Regulation 5(a)

**CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS**

Part 2 of the standard form of contract prescribed by the former *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

**TITLE**

**1. Encumbrances**

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

**2. Vendor warranties**

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

**3. Identity of the land**

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



#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

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

#### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay: as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## 8. **Builder warranty insurance**

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

## 9. **General law land**

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

## MONEY

### 10. **Settlement**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### 11. **Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

## 14. Loan

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

## 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

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

## **TRANSACTIONAL**

### **16. Time**

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

### **17. Service**

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

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

### **28. Default not remedied**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

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

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

**GUARANTEE AND INDEMNITY**

TO: South East Water Corporation of 101 Wells Street, Frankston Vic 3199

**IN CONSIDERATION** of your entering into the within contract of sale (“the contract”) with the purchaser named and described in the Schedule hereto (“the purchaser”) at the request of us, the persons named and described in the Schedule hereto (“the Guarantors”), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound or compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
9. For the consideration aforementioned and as a separate and severable covenant the Guarantors HEREBY AGREE to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
11. The expression “the Guarantors” shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

**SCHEDULE**

**PURCHASER AND GUARANTOR DETAILS**

**PURCHASER:**

NAME

ADDRESS

of

of

**GUARANTORS:**

NAME

ADDRESS

of

of

**EXECUTION BY GUARANTORS**

**SIGNED** by the Guarantor:

.....  
(Guarantor)

**SIGNED** by the Guarantor:

.....  
(Guarantor)



**Annexure B**

**This Deed** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
**BETWEEN:** South East Water Corporation of 101 Wells Street, Frankston Vic 3199 ("Vendor")  
**AND** \_\_\_\_\_ ("Purchaser")  
**AND** \_\_\_\_\_ ("New Purchaser")

**RECITALS:**

- A. By a contract of sale ("Contract of Sale") dated \_\_\_\_\_ the Vendor sold to the Purchaser land known as Lot 320 on Plan of Subdivision PS738417A("Land").
- B. The Contract of Sale required the Purchaser to procure a proposed purchaser, disposee or transferee to enter into a deed with the Vendor whereby the proposed purchaser, disposee or transferee agreed to comply with the Purchaser's obligations under the Contract of Sale.
- C. The Purchaser wishes to transfer its interest in the Land to the New Purchaser.
- D. The Vendor granted its consent to the transfer on the following terms and conditions.

**NOW IT IS AGREED AS FOLLOWS:**

- 1. The New Purchaser hereby jointly and severally agrees with the Vendor that:
  - a. It will assume the Purchaser's obligations under the Contract of Sale and that the covenants, conditions and stipulations in favour of the Vendor shall be binding upon the New Purchaser as fully and effectually and in the same manner and to the same extent as if the New Purchaser was a party to the Contract of Sale and named therein.
  - b. It is aware of and agrees that where the Vendor owns any land adjoining the Land that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00.
  - c. If the New Purchaser sells, transfers or otherwise deals with its interest in the Land at any time prior to construction of the dwelling (as defined in the Contract of Sale), the New Purchaser will require any purchaser or transferee from the New Purchaser to execute a further acknowledgement in favour of the Vendor on the same terms as are set out in this Deed.
- 2. The Purchaser and New Purchaser acknowledge that the time for the New Purchaser to commence construction of the dwelling house as referred to in special condition 7.7 of the Contract is within 18 months of \_\_\_\_\_. The Purchaser and New Purchaser agree to maintain the vacant Lot to ensure the grass is kept at a low level and free of rubbish pending the commencement of construction of the dwelling house.
- 3. The Purchaser acknowledges and agrees that, notwithstanding the transfer of the Land to the New Purchaser, it shall continue to be bound to the Vendor to perform its obligations under the Contract of Sale and acknowledges that if any are breached it may be liable to pay damages and legal costs to the Vendor.
- 4. Subject to the above the Vendor consents to the transfer by the Purchaser to the New Purchaser of the Purchaser's interest in the Land on the terms and conditions contained in this deed.
- 5. The costs of and incidental to the negotiation, preparation, execution and stamping of this deed shall be payable by the New Purchaser.
- 6. This deed may be executed in a number of counterparts and, if so executed, the counterparts will be taken together to constitute one deed.
- 7. This deed shall commence from the date first hereinbefore written.

**Executed as a Deed**

Executed by South East Water Corporation in the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

.....  
(Witness)

Insert execution clauses for the Purchaser and New Purchaser.



# Vendor Statement

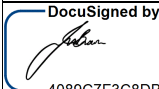
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

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

<b>Land</b>	<b>LOT</b> <b>ON PLAN OF SUBDIVISION NO. PS738417A, LYNDHURST 3975</b>
-------------	--

<b>Vendor's name</b>	<b>South East Water Corporation</b>	<b>Date</b> 21/9/2021
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<b>Vendor's signature</b>	 4089C7F3C8DB4B0...	<b>Janelle Maree Brown</b> <b>Attorney for the vendor</b>
---------------------------	---	--

<b>Purchaser's name</b>		<b>Date</b>
-------------------------	--	-------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b>
-------------------------	--	-------------

<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b>
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<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b>
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<b>Purchaser's signature</b>	
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**1. FINANCIAL MATTERS**

**1.1 Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Their total does not exceed \$12,000.00.
- (b) Are contained in the attached certificate/s.
- (c) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The Property is not separately rated. The purchaser's proportion of the Outgoings at settlement, including land tax, shall be calculated in accordance with the proportion that the area of the Property bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed.
  - (ii) Upon completion of the subdivision of the land, there may be a supplementary valuation for rating purposes which may result in a supplementary notice being issued for the Property. The purchaser will be responsible for the payment of that notice.

**1.2 Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Fire Services Property Levy in accordance with the *Fire Services Property Levy Act 2012*.

**1.3 Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

**1.4 Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

**2. INSURANCE**

**2.1 Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

**2.2 Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) –
  - (i) Are as set out in the attached copies of title documents.
  - (ii) Any easement created by section 98 of the Transfer of Land Act 1958, section 12(2) of the Subdivision Act 1988 and any other easement noted on the Plan, a copy of which is contained in this vendor's Statement;
  - (iii) A sewer may affect the Property;
  - (iv) Any agreement under section 173 of the Planning and Environment Act 1987 between the vendor and the City of Casey (Section 173 Agreement) which relates to development issues.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

**3.2 Designated Bushfire Prone Area** - information concerning whether the property is in a bushfire prone area under section 192A of the *Building Act 1993* is contained in the attached certificate.

**3.3 Road Access** - there is access to the property by road.

**3.4 Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

#### **4. NOTICES**

**4.1 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 particulars are as follows:

The vendor is not aware of, nor has it received any notices other than the notices relating to the planning permit for the development and those in the attached certificates. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

**4.2 Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

The vendor is not aware of, nor has it received any notices. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

**4.3 Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

The vendor is not aware of, nor has it received any notices.

#### **5. BUILDING PERMITS**

No building permits have been issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land).

#### **6. OWNERS CORPORATION**

The land is not affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

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

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

#### **8. NON-CONNECTED SERVICES**

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone services

#### **9. TITLE**

Attached are copies of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

#### **10. SUBDIVISION**

##### **10.1 Unregistered Subdivision**

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been certified.

##### **10.2 Staged Subdivision**

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

Not applicable

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

See attached staging plan

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

A copy of the planning permit is attached.

**10.3 Further Plan of Subdivision**

See attached layout plan.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**12. DUE DILIGENCE CHECKLIST**

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.

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

VOLUME 12016 FOLIO 751

Security no : 124092519314G  
Produced 16/09/2021 03:48 PM

**LAND DESCRIPTION**

Lot 320 on Plan of Subdivision 738417A.

PARENT TITLES :

Volume 11112 Folio 019          Volume 11864 Folio 203

Created by instrument PS738417A 20/09/2018

**REGISTERED PROPRIETOR**

Estate Fee Simple

Sole Proprietor

SOUTH EAST WATER CORPORATION of LEVEL 1 6 RIVERSIDE QUAY SOUTHBANK VIC 3006  
PS738417A 20/09/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS738417A 20/09/2018

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  
AN521953Y 03/02/2017

**DIAGRAM LOCATION**

SEE PS738417A 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: 40 BOLAND DRIVE LYNDHURST VIC 3975

**ADMINISTRATIVE NOTICES**

NIL

eCT Control          17512A ROBERTSON HYETTS  
Effective from 26/09/2018

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	<b>Plan</b>
Document Identification	<b>PS738417A</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>16/09/2021 15:52</b>


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


<b>PLAN OF SUBDIVISION</b>	<b>LRS USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS 738417A</b>
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<p><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> LYNDHURST</p> <p><b>TOWNSHIP:</b> -----</p> <p><b>SECTION:</b> -----</p> <p><b>CROWN ALLOTMENT:</b> -----</p> <p><b>CROWN PORTION:</b> 22 AND 23 AND 43 (PARTS)</p> <p><b>TITLE REFERENCES:</b> VOL.11559 FOL.546 VOL.11112 FOL.019</p> <p><b>LAST PLAN REFERENCE:</b> LOT A ON PS720123T RESERVE No. 2 ON PS609854X</p> <p><b>POSTAL ADDRESS: (at time of subdivision)</b> 405 EVANS ROAD LYNDHURST 3975</p> <p><b>MGA 94 CO-ORDINATES: (of approx. centre of plan)</b> E: 346720 ZONE: 55 N: 5784840 DATUM: GDA94</p>	<p>Council Name: Casey City Council</p> <p>Council Reference Number: SubA00335/16 Planning Permit Reference: PlnA00983/14 SPEAR Reference Number: S092114T</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 08/06/2017</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied for: lots excluding Lot A at Statement of Compliance (Document updated 11/09/2018)</p> <p>Digitally signed by: Michele Annette Scarlett for Casey City Council on 16/07/2018</p> <p>Statement Of Compliance issued: 11/09/2018</p>
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<b>VESTING OF ROADS OR RESERVES</b>	<b>NOTATIONS</b>						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">IDENTIFIER</th> <th style="width: 50%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1 RESERVE No. 1</td> <td>CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> <tr> <td>RESERVE No. 2</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 RESERVE No. 1	CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD	RESERVE No. 2	AUSNET ELECTRICITY SERVICES PTY LTD	<p><b>THIS IS A SPEAR PLAN</b></p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p><b>FURTHER PURPOSE OF PLAN</b> TO REMOVE THE RESERVE STATUS OF THE LAND SHOWN AS RESERVE No. 2 ON PS609854X, RESUBDIVIDE AND INCLUDE AS PART OF LOT A ON THIS PLAN.</p> <p><b>AUTHORITY</b> CASEY CITY COUNCIL PERMIT Pln A00824/16</p> <p><b>TOTAL ROAD AREA IS 1.493 ha</b></p>
IDENTIFIER	COUNCIL/BODY/PERSON						
ROAD R1 RESERVE No. 1	CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD						
RESERVE No. 2	AUSNET ELECTRICITY SERVICES PTY LTD						
<b>NOTATIONS</b>							
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p><b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY VIDE PS720123T</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. LYNDHURST PM238</p> <p>IN PROCLAIMED SURVEY AREA No. 45</p> <p><b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.</p>							

<b>ESTATE:</b> SQUAREVO 3	<b>AREA:</b> 5.005 ha	<b>No. OF LOTS:</b> 71	<b>MELWAY:</b> 129:C:6
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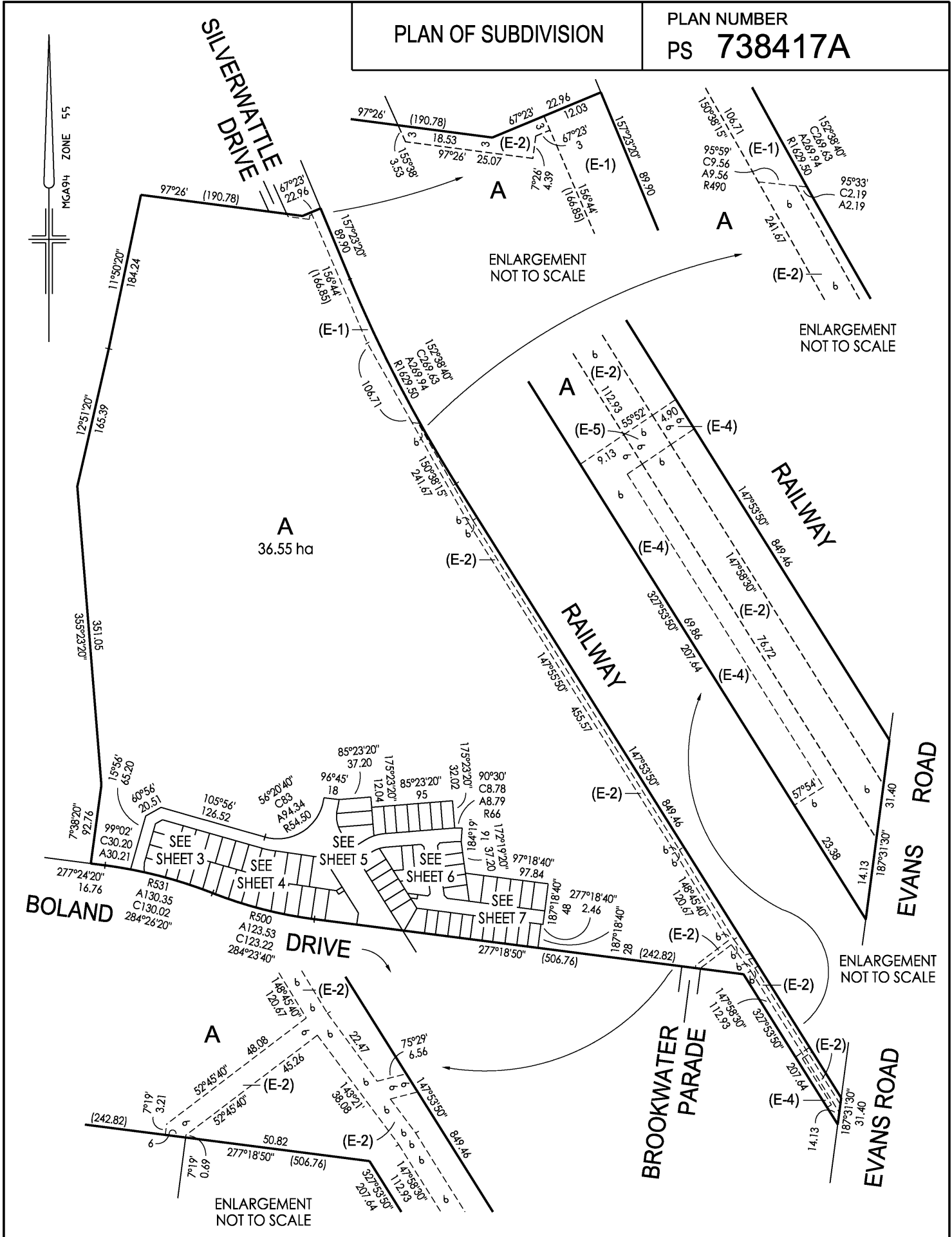
<b>EASEMENT INFORMATION</b>				
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
(E-3)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
(E-4)	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
(E-5)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
(E-5)	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION

 <p><b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>REF: <b>8766/3</b>      VERSION: <b>8</b></p> <p>Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (8), 05/07/2018, SPEAR Ref: S092114T</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 1 OF 9 SHEETS</p> <p>PLAN REGISTERED TIME: 3.40pm DATE: 20/9/2018 A.R.T. Assistant Registrar of Titles</p>
CHECKED AT	DATE: 03/07/18		



PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738417A



**Breese Pitt Dixon Pty Ltd**  
 1/19 Cato Street  
 Hawthorn East Vic 3123  
 Ph: 8823 2300 Fax: 8823 2310  
 www.bpd.com.au info@bpd.com.au

SCALE  
1:4000

50 0 50 100 150 200  
LENGTHS ARE IN METRES

Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon Pty Ltd),  
 Surveyor's Plan Version (8),  
 05/07/2018, SPEAR Ref: S092114T

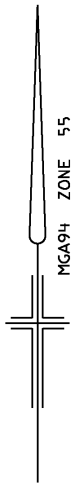
ORIGINAL SHEET SIZE A3  
SHEET 2

REF: 8766/3  
VERSION: 8

Digitally signed by:  
 Casey City Council,  
 16/07/2018,  
 SPEAR Ref: S092114T

PLAN OF SUBDIVISION

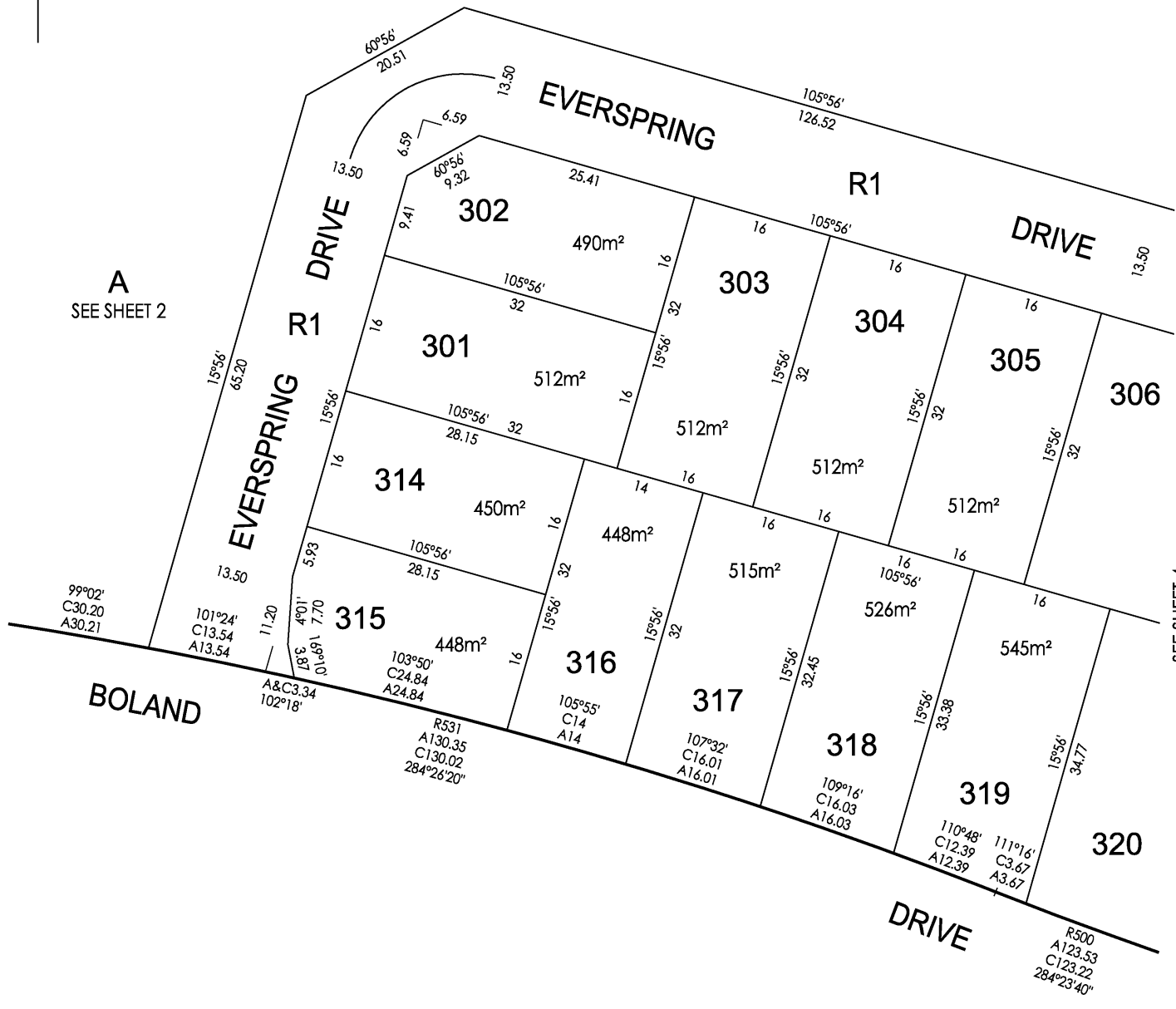
PLAN NUMBER  
PS 738417A



A  
SEE SHEET 2

A  
SEE SHEET 2

SEE SHEET 4



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

SCALE  
1:500



ORIGINAL SHEET SIZE A3  
REF: 8766/3

SHEET 3  
VERSION: 8

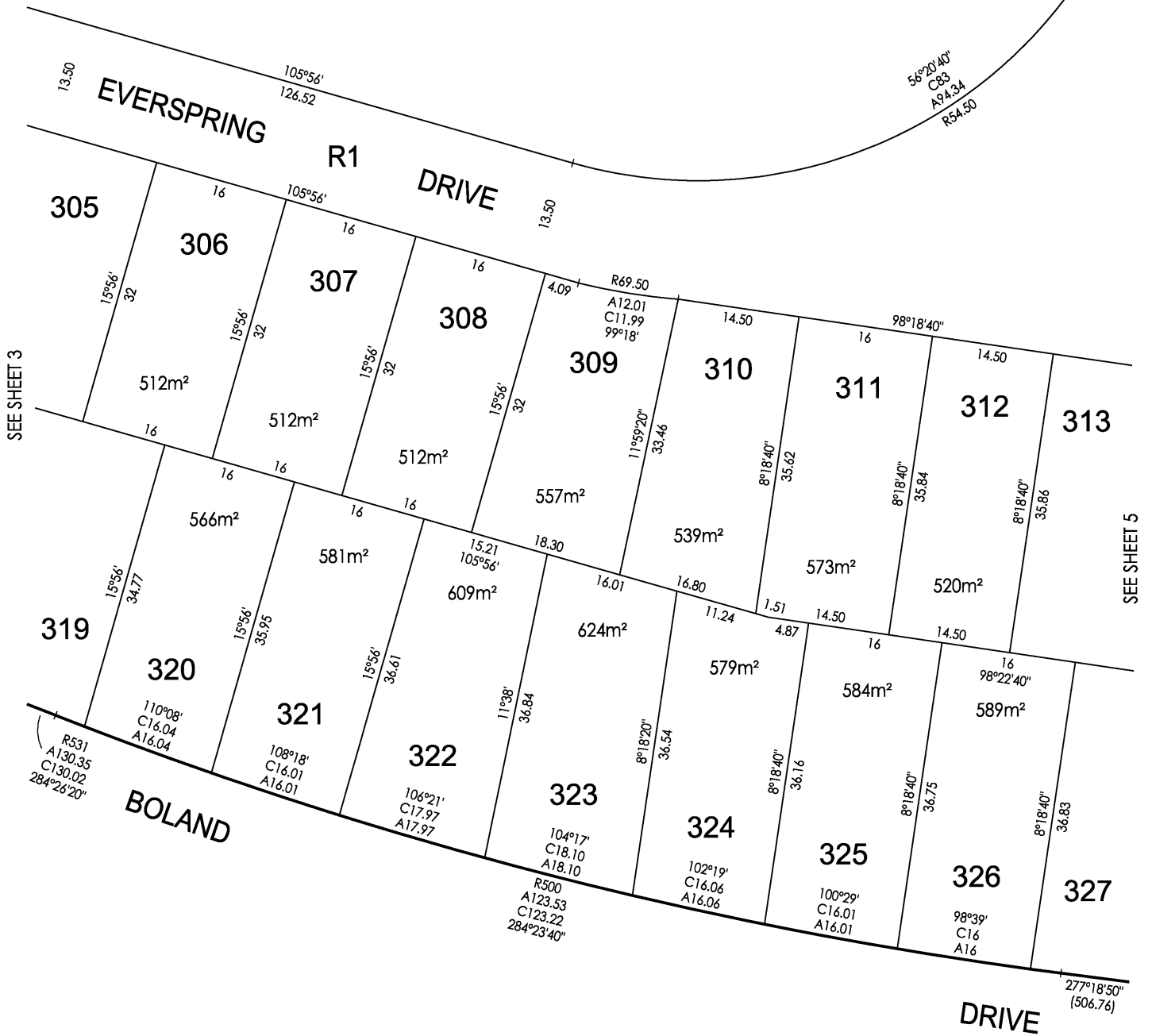
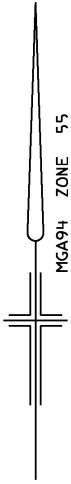
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Surveyor's Plan Version (8),  
05/07/2018, SPEAR Ref: S092114T

Digitally signed by:  
Casey City Council,  
16/07/2018,  
SPEAR Ref: S092114T

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738417A

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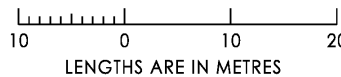
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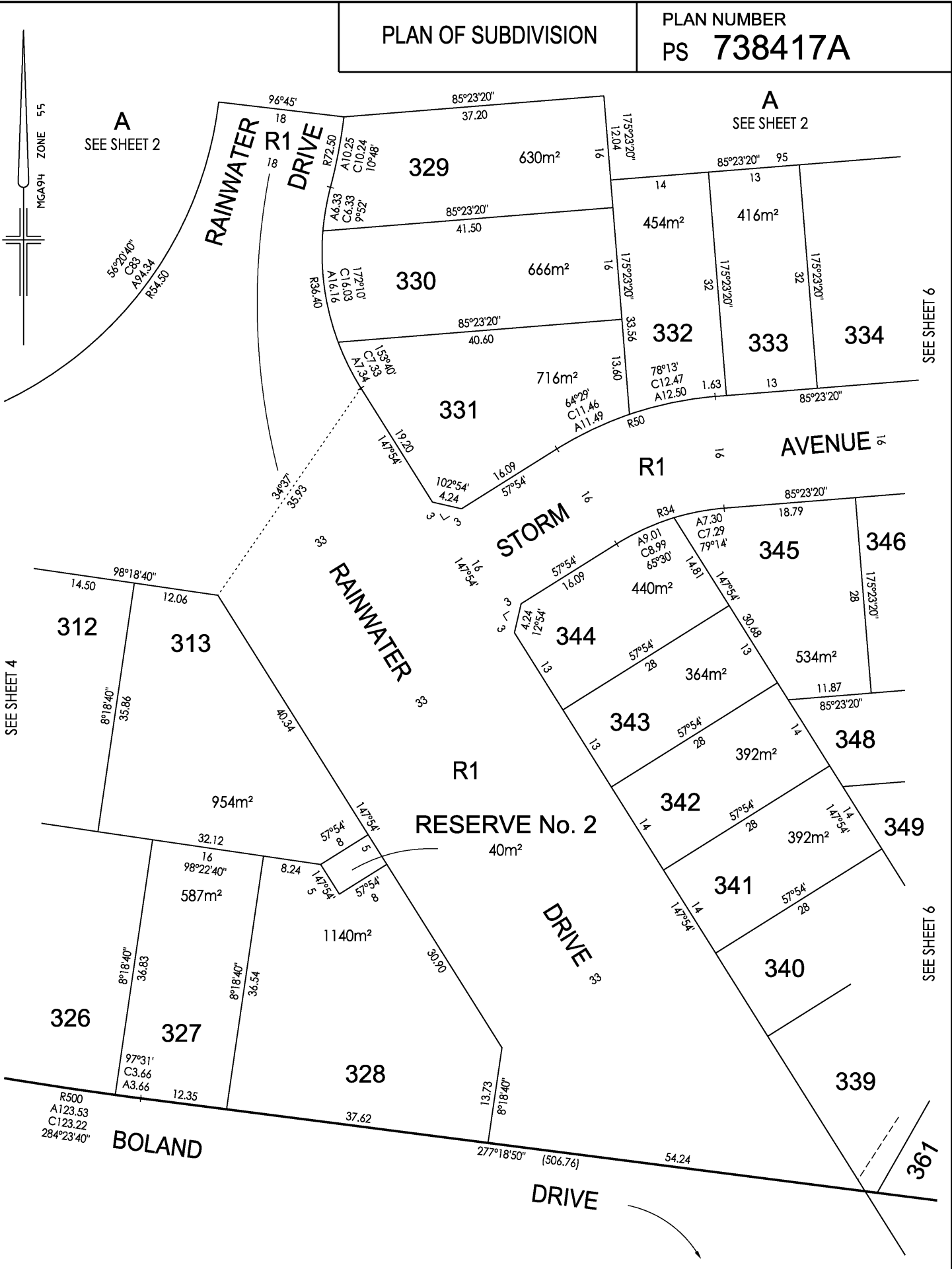
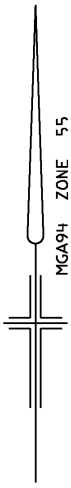
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PLAN NUMBER  
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SEE SHEET 4

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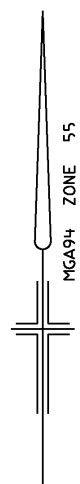
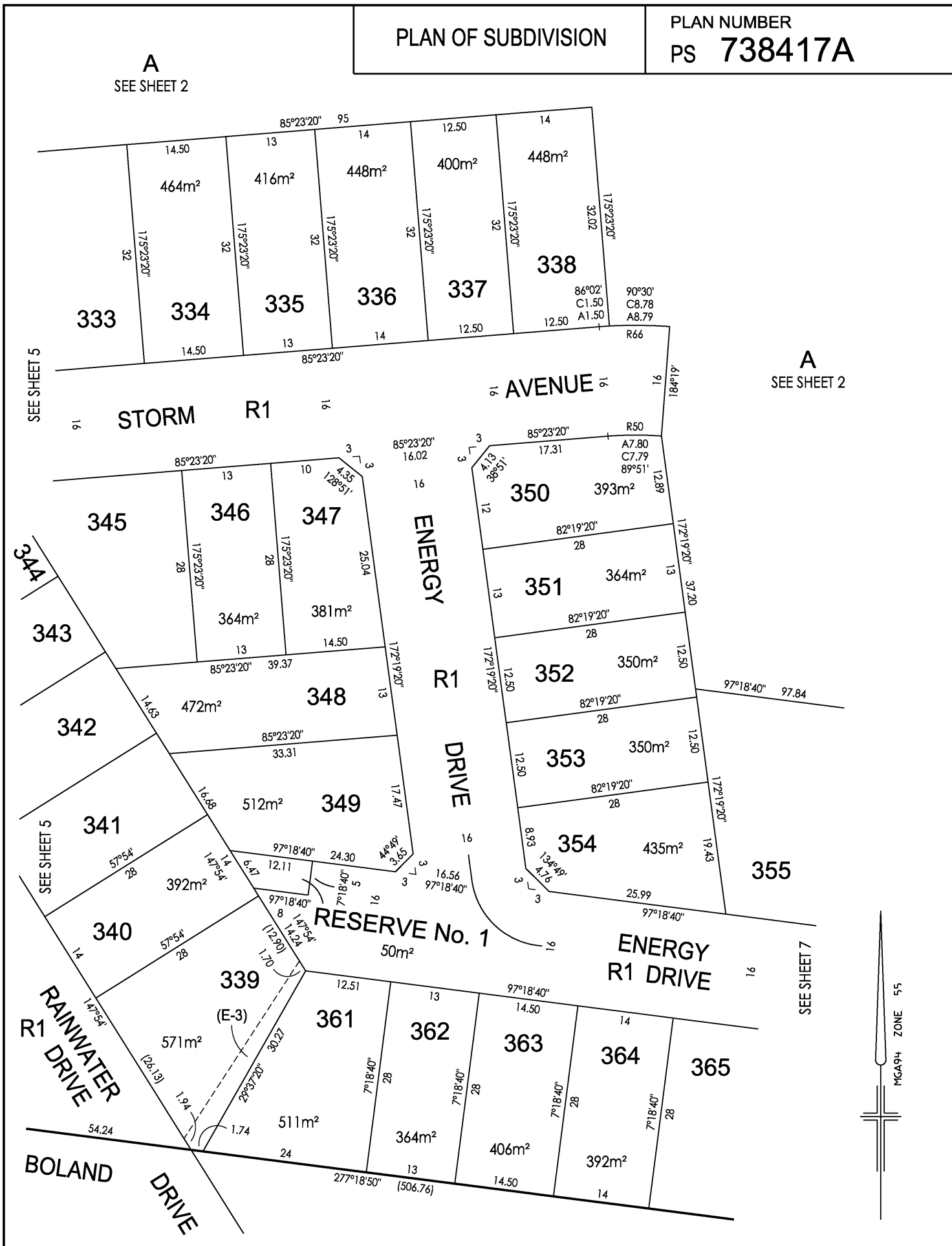
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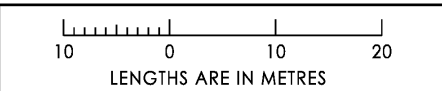
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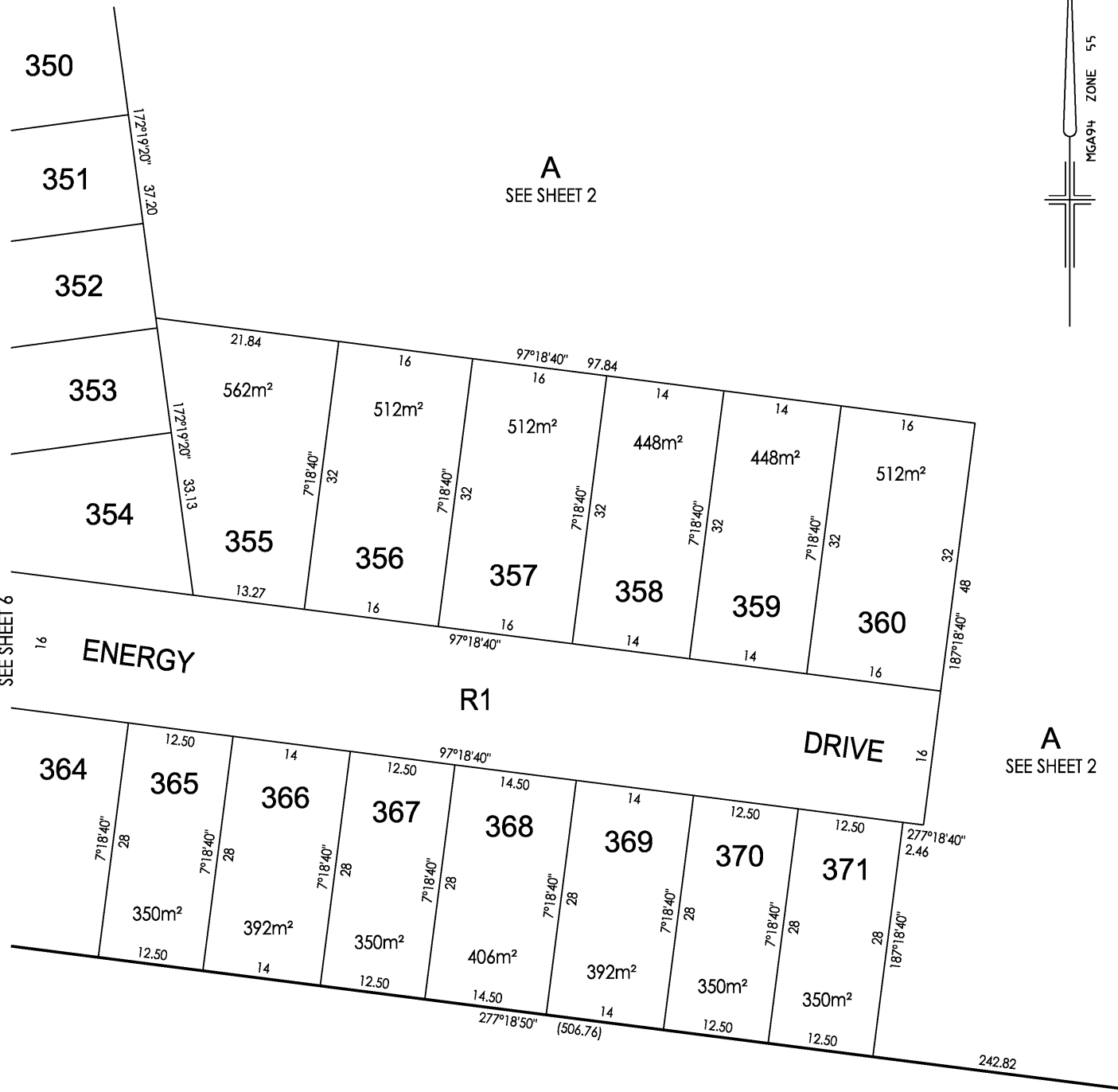
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PLAN NUMBER  
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SEE SHEET 6

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PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738417A

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

THE BURDENED LOTS AND BENEFITTED LOTS OF THIS RESTRICTION ARE:

BURDENED LOT No:	BENEFITTING LOTS:
301	302, 303, 314, 316
302	301, 303
303	301, 302, 304, 316, 317
304	303, 305, 317, 318
305	304, 306, 318, 319
306	305, 307, 319, 320
307	306, 308, 320, 321
308	307, 309, 321, 322
309	308, 310, 322, 323
310	309, 311, 323, 324
311	310, 312, 324, 325
312	311, 313, 325, 326
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319	305, 306, 318, 320
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321	307, 308, 320, 322
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325	311, 312, 324, 326
326	312, 313, 325, 327
327	313, 326, 328
328	313, 327
329	330, 332
330	329, 331, 332
331	330, 332
332	329, 330, 331, 333
333	332, 334
334	333, 335
335	334, 336
336	335, 337

BURDENED LOT No:	BENEFITTING LOTS:
337	336, 338
338	337
339	340, 361
340	339, 341, 349
341	340, 342, 348, 349
342	341, 343, 345, 348
343	342, 344, 345
344	343, 345
345	342, 343, 344, 346, 348
346	345, 347, 348
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350	351
351	350, 352
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356	355, 357
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358	357, 359
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360	359
361	339, 362
362	361, 363
363	362, 364
364	363, 365
365	364, 366
366	365, 367
367	366, 368
368	367, 369
369	368, 370
370	369, 371
371	370

Upon registration of this plan, the following restriction is to be created.

For the purpose of description:


- (i) Primary frontage means
  - (A) In the case of a lot where only one boundary of that lot abuts a road, the boundary that abuts the road.
  - (B) In the case of a corner lot where two boundaries of a lot abut a road, the boundary with the greater offset on the building envelopes within the Aquarevo Building Design Guidelines.

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);

CONTINUED  
SEE SHEET 9

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PLAN OF SUBDIVISION

PLAN NUMBER  
PS 738417A

CREATION OF RESTRICTION (CONTINUED)

- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 1 January 2025 unless:
  - (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel care of Stephan P Kosa & Associates Pty Ltd 27 Church Street, Hawthorn Vic 3122 (email [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) the plans comply with the Aquarevo Building Design Guidelines, a copy of which can be obtained from website at [www.aquarevo.com.au/guidelines.htm](http://www.aquarevo.com.au/guidelines.htm)
  - (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Aquarevo Building Design Guidelines" prior to the commencement of works;
  
- (iii) Build or cause to be built or allow to be built or allow to remain a garage;
  - (A) Which contains a garage door or doors of which the garage opening/s occupy more than 40% of the width of the primary frontage unless in the case of dwellings of two or more storeys on lots between 250 square metres and 300 square metres whereby the garage opening must not exceed 30% of the area of the front facade of the dwelling, with the area of the front facade measured from a two dimensional elevation plan excluding any roof area of the dwelling.
  - (B) Which is sited closer to the primary frontage than the dwelling-house or 5.5 metres which ever is the greater.
  
- (iv) Build or cause to be built or allow to be built or allow to remain any fencing:
  - (A) Along a front street boundary; and
  - (B) Between the front street boundary and the building line; and
  - (C) Upon a side or rear boundary of a lot except a fence:
    - (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
    - (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.
  
- (v) Use the said lot in any way that is not in accordance with the "Aquarevo Building Design Guidelines."



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SHEET 9

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

Section 181 **Planning and Environment Act 1987**

**AN521953Y**

03/02/2017 \$92.70 173  


registers and indexes.

## Form 21

Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:6995118  
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.

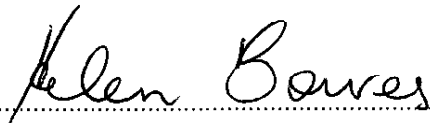
Land: Volume 11559 Folio 546

Responsible Authority: Casey City Council of Magid Drive, Narre Warren, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:



Name of officer:

HELEN BOWES

Position Held:

DCP CO-ORDINATOR

Date:

1/2/17

**AN521953Y**

03/02/2017 \$92.70 173



Date 8 / 12 / 2016

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

**Subject Land: 405 Evans Road, Lyndhurst**

**Purpose: Agreement for Land Projects and Open Space Equalisation**

**Casey City Council**

and

**South East Water Ltd**

**AN521953Y**

03/02/2017 \$92.70 173



## Contents

<b>1.</b>	<b>Definitions .....</b>	<b>5</b>
<b>2.</b>	<b>Interpretation .....</b>	<b>7</b>
<b>3.</b>	<b>Purposes of Agreement.....</b>	<b>7</b>
<b>4.</b>	<b>Reasons for Agreement.....</b>	<b>8</b>
<b>5.</b>	<b>Payment of Development Infrastructure Levy .....</b>	<b>8</b>
<b>6.</b>	<b>Land Projects.....</b>	<b>8</b>
6.1	Transfer or vesting of Land Project.....	8
6.2	Time for transfer or vesting of Land Project.....	9
6.3	Environmental Assessment .....	9
6.4	Agreed Land Value .....	9
<b>7.</b>	<b>Public Open Space.....</b>	<b>10</b>
7.1	Open Space Land .....	10
7.2	Time for transfer or vesting of Open Space Land.....	10
7.3	Value of Open Space Land.....	10
7.4	Under-provision.....	11
7.5	Environmental Assessment .....	11
<b>8.</b>	<b>Transfer of Ownership .....</b>	<b>11</b>
8.1	Transfer.....	11
<b>9.</b>	<b>Credit and processing of credits .....</b>	<b>11</b>
9.1	Credit.....	11
<b>10.</b>	<b>Localised Infrastructure .....</b>	<b>12</b>
<b>11.</b>	<b>Further obligations of the Parties.....</b>	<b>12</b>
11.1	Transaction costs.....	12
11.2	Notice and registration .....	12
11.3	Further actions .....	12
11.4	Fees .....	13
11.5	Council's costs to be paid .....	13
11.6	Time for determining satisfaction.....	13
11.7	Interest for overdue money .....	13
<b>12.</b>	<b>Agreement under section 173 of the Act .....</b>	<b>14</b>
<b>13.</b>	<b>Owner's warranties .....</b>	<b>14</b>
<b>14.</b>	<b>Successors in title.....</b>	<b>14</b>
<b>15.</b>	<b>General matters .....</b>	<b>14</b>
15.1	Notices .....	14
15.2	No waiver .....	14
15.3	Severability .....	15
15.4	No fettering of Council's powers .....	15
15.5	Inspection of documents.....	15
15.6	Counterparts .....	15
15.7	Governing law .....	15
<b>16.</b>	<b>GST.....</b>	<b>15</b>

**AN521953Y**

03/02/2017 \$92.70 173



**Maddocks**

<b>17.</b>	<b>Commencement of Agreement</b> .....	<b>15</b>
<b>18.</b>	<b>Amendment of Agreement</b> .....	<b>15</b>
<b>19.</b>	<b>Ending of Agreement</b> .....	<b>16</b>
	<b>Schedule 1</b> .....	<b>17</b>
	<b>Schedule 2</b> .....	<b>18</b>
	<b>Schedule 3</b> .....	<b>19</b>
	<b>Schedule 4</b> .....	<b>21</b>



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

Dated 8/12/2016

**AN521953Y**

03/02/2017 \$92.70 173

## Parties

Name	<b>Casey City Council</b>
Address	Municipal Offices Magid Drive Narre Warren, Victoria 3030
Short name	<b>Council</b>
Name	<b>South East Water Ltd</b>
Address	20 Corporate Drive, Moorabbin Victoria
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to, as the Collecting Agency and the Development Agency under the Development Contributions Plan.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permit contains conditions which requires the Owner to:
  - F.1 pay development contributions;
  - F.2 make a public open space contribution pursuant to clause 52.01 of the Planning Scheme; and
  - F.3 implement an approved public infrastructure plan.



Maddocks

- G. The Owner has asked Council for permission to:
  - G.1 transfer to or vest in Council the Land Projects; and
  - G.2 transfer to or vest in Council the Open Space Land.
- H. Council has agreed that the Owner will:
  - H.1 transfer to or vest in Council the Land Projects; and
  - H.2 transfer to or vest in Council the Open Space Land.



in return for a Credit against its development contribution liability under the Development Contributions Plan or in partial recognition of its liability under clause 52.01 of the Planning Scheme as the case may be.

**The Parties agree:**

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Land Value** means the Agreed Land Value specified in Schedule 2.

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

**Consent Fee** means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

**Credit** means a credit in the amount of the Agreed Land Value against the Owner's Development Infrastructure Levy liability for the Subject Land.

**Current Address** means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- 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.

**Current Email** means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Development Agency** and **Collecting Agency** have the same meaning as in the Act.



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**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Development Contributions Plan** means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**GAIC** means the Growth Areas Infrastructure Charge under the Act.

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

**Indexation** means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

**Land Project** means a land project described in Schedule 2.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land. For the purposes of this Agreement, Localised Infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

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

**Open Space Land** means land for public open space described in Schedule 3 and which may also be identified in the plan at Annexure "A".

**Open Space Land Value** means the amount specified in Schedule 3 as the Open Space Land Value or an amount determined by applying the methodology set out in Schedule 3 as the case may be.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the Owner of a Residential Lot.

**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.

**Planning Permit** means the planning permit specified in Schedule 4 as amended from time to time.

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

**Provision Trigger** means the provision trigger or milestone set out in the relevant columns of Schedule 2 or Schedule 3 as the case may be.







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

**Satisfaction Fee** means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one off obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

**Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

**Subject Land** means the land described in Schedule 4 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

---

## 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
- 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 enable the Owner to satisfy the conditions of the Planning Permit;
- 3.2 to record the terms and conditions on which a Land Project will be provided to Council;



## Maddocks

- 3.3 to record the terms and conditions on which Open Space Land will be provided to Council and the terms and conditions on which any under-provision or over provision of Open Space Land in respect of the Subject Land will be dealt with; and
- 3.4 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 to enable the Owner to satisfy the conditions of the Planning Permit;
- 4.2 Council would not have consented to the Owner transferring or vesting the Land Projects or the Open Space Land without requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order to procure Council's agreement to the Owner transferring or vesting the Land Projects as land in lieu of the obligation to pay the Development Infrastructure Levy.

---

### 5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 the Owner must pay the Development Infrastructure Levy in cash on a stage-by-stage basis except
  - 5.1.1 to the extent of the Owner's entitlement to a Credit under this Agreement; and
  - 5.1.2 as otherwise specified in this Agreement;
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next Stage of the subdivision of the Subject Land.

---

### 6. Land Projects

#### 6.1 Transfer or vesting of Land Project

The Owner covenants and agrees to transfer to or vest in Council as directed by Council, any Land Project:

- 6.1.1 prior to the relevant Provision Trigger;
- 6.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 6.1.3 with all services to be available as specified in the relevant column of Schedule 2; and





# Maddocks

6.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

## 6.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

6.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or

6.2.2 at its absolute discretion, in writing, extend the timeframe.

## 6.3 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting a Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used

## 6.4 Agreed Land Value

The Owner acknowledges and agrees that:

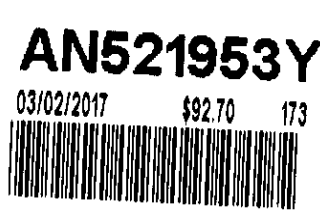
6.4.1 the Agreed Land Value:

- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

6.4.2 upon -

- (a) the transfer of the Land Project to Council or the vesting of the Land Project in Council in satisfaction of the obligations under this Agreement; and
- (b) payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value -

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.





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**7. Public Open Space**

**7.1 Open Space Land**

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 7.1.1 in accordance with the relevant Provision Trigger;
- 7.1.2 free of all encumbrances and any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.3 with all services to be available or connected as specified in the relevant column of Schedule 3; and
- 7.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency

**7.2 Time for transfer or vesting of Open Space Land**

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 7.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Open Space Land has been transferred to or vested in Council; or
- 7.2.2 at its absolute discretion, in writing, extend the timeframe.

**7.3 Value of Open Space Land**

The Owner agrees that:

- 7.3.1 the Open Space Land Value:
  - (a) is the fixed amount as specified in Schedule 3 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 3, as the case may be;
  - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
  - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and

**7.3.2 upon**

- (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or
- (b) payment being made to the Owner in accordance with this Agreement –

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or





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for any other category of or form of loss or compensation in respect of the Open Space Land.

## 7.4 Under-provision

The Parties agree that:

7.4.1 as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is less than the total public open space contributions that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, the Owner must provide the under-provision by way of a monetary payment to Council as specified in Schedule 3 so as to bring the total land and monetary contribution up to the amount specified in clause 52.01 of the Planning Scheme in respect of the Subject Land or any stage of the Subject Land as the case may be; and

7.4.2 as a monetary payment is due to be paid to Council in the amount specified in Schedule 3, the monetary contribution for under-provision as specified in Schedule 3 as the Equalisation Payment must be paid at the time set out in Schedule 3, unless the Owner has agreed with Council to provide the under-provision by way of the transfer to or vesting in Council of other land forming part of the Subject Land so as to result in an overall public open space contribution which is equal to the total public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land.

## 7.5 Environmental Assessment

The Owner covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used.

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## 8. Transfer of Ownership

### 8.1 Transfer

The ownership of a Land Project or Open Space Land will be transferred to Council upon the registration of a plan of subdivision.

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## 9. Credit and processing of credits

### 9.1 Credit

The Parties agree that:

9.1.1 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;

9.1.2 the amount of Credit identified in clause 9.1.1 is the estimated cost of the relevant Land Project as set out in the Development Contributions Plan Indexed in accordance with the Development Contributions Plan up to the date of commencement of this Agreement and will not be adjusted further;

**AN521953Y**

03/02/2017 \$92.70 173





# Maddocks

- 9.1.3 the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted;
- 9.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage as at that date; and
  - (b) deduct the amount calculated under paragraph (a) from the Credit until the Credit has been exhausted;
- 9.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the available Credit prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance.

## 10. Localised Infrastructure

The Parties acknowledge and agree that:

- 10.1 this Agreement relates only to land that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 10.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

## 11. Further obligations of the Parties

### 11.1 Transaction costs

The Owner covenants and agrees that where the Owner is required to transfer to or vest a Land Project or Open Space Land in Council, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

### 11.2 Notice and registration

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

### 11.3 Further actions

The Owner covenants and agrees that the Owner:

- 11.3.1 must do all things necessary to give effect to this Agreement;

**AN521953Y**

03/02/2017 \$92.70 173





# Maddocks

11.3.2 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 section 181 of the Act; and

11.3.3 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.

## 11.4 Fees

The Owner covenants and agrees that within 14 days of a written request for payment, the Owner must pay to Council any:

11.4.1 Satisfaction Fee; or

11.4.2 Consent Fee

as required.

## 11.5 Council's costs to be paid

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

11.5.1 drafting, finalising, signing, and recording this Agreement;

11.5.2 drafting, finalising and recording any amendment to this Agreement; and

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

## 11.6 Time for determining satisfaction

If Council makes a request for payment of:

11.6.1 a fee under clause 11.4; or

11.6.2 any costs or expenses under clause 11.5

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.

## 11.7 Interest for overdue money

The Owner agrees that:

11.7.1 the Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

11.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.





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**12. Agreement under section 173 of the Act**

The Parties agree that 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 section 173 of the Act.

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**13. 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.

13.1 The Owner warrants that:

13.1.1 the Land Project is free of contamination of any kind; and

13.1.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used.

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**14. Successors in title**

The Owner covenants and agrees that until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

14.1 give effect to this Agreement; and

14.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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**15. General matters**

**15.1 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:

15.1.1 personally on the other Party;

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

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

15.1.4 by email to the other Party's Current Email.

**15.2 No waiver**

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

**AN521953Y**

03/02/2017 \$92.70 173







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**15.3 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.

**15.4 No fettering of Council's powers**

The Owner acknowledges and agrees that 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.

**15.5 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.

**15.6 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**15.7 Governing law**

The Parties agree that this Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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**16. GST**

16.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

16.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

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**17. Commencement of Agreement**

This Agreement commences on the date of this Agreement.

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**18. Amendment of Agreement**

18.1 This Agreement may be amended in accordance with the Act.

**AN521953Y**

03/02/2017 \$92.70 173





## Maddocks

- 18.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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### 19. Ending of Agreement

- 19.1 This Agreement ends:

19.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

19.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

- 19.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

- 19.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

- 19.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

- 19.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the register.

- 19.6 The ending of this Agreement does not affect the operation of clause 9 which continues to apply to the extent necessary to ensure that the Owner gets the benefit of all Credits to which it is entitled as a result of having transferred to or vested in Council any Land Project.





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# Schedule 1

Local Structure Plan 1 (Lyndhurst) Development Contributions Plan





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## Schedule 2

Land Project

DCP Project No.	Description of Land Project*	% of project costs	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Timing for Payment/ Credit
Glasscocks Road	Land for Glasscocks Road totalling 2.20 ha as per Concept Ultimate Intersection Land Take Areas which forms part of the DCP or if not included in the DCP then which is otherwise available from Council	100%	Prior to or concurrent with the Statement of Compliance issuing for Stage 9B or such other Provision Trigger agreed by the Parties	Council	-	\$2,335,000	Concurrent with the issue of Statement of Compliance for Stage 1 as described in the Endorsed Plans.

\* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.





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### Schedule 3

#### Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger/Milestone	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Area (in hectares)	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value (Equalisation Payment)
1	The part of the land shown marked "POS Reserve 1" on the plan prepared by Breese Pitt Dixon Pty Ltd (Drawing Ref. SLP01_V25_B)	As part of or prior to the Statement of Compliance for Stage 9A as shown on the Endorsed Plan.	Council	All services	.83 ha	7.5%	0.83 ha	\$zero
Equalisation Transaction Under provision Payment to Council	Public Open Space Equalisation Payment to Council for provision under the 7.5% requirement in clause 52.01 of the Casey Planning Scheme	<b>Timing for payment of Equalisation Payment</b> Before the issue of a Statement of Compliance for that part of the Subject Land which cumulatively exceeds 11.06ha.	NA	NA	NA	NA	NA	The equivalent of the value of 1.67ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobo value of the parent land parcel, being 405 Evans Road and

**AN521953Y**  
 03/02/2017 \$92.70 173





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## Schedule 4

- Subject Land – 405 Evans Road, Lyndhurst being the land contained and described in Certificate of Title Volume 11559 Folio 546
- Planning Permit No. Pln A000983/14





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# Signing Page

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

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

*Mike Tyler*

*Kelen Bowes*

Witness .....

Chief Executive

Executed by South East Water Ltd by its attorney Evans Road Holdings Pty Ltd under power of attorney dated \_\_\_\_\_ by being signed by those person who are authorised to sign for the company:

Director .....

Director .....

Full Name TONY JOHNSON Full

name

Usual address C/O - VILLAWOOD PROPERTIES Usual

address

LEVEL 1 6 RIVERSIDE QUAY

SOUTH BANK VIC 3006.













# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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## ADDRESS OF THE LAND:

405 Evans Road LYNDHURST VIC 3975 CP 107209

## THE PERMIT ALLOWS:

Multi Lot Subdivision, Removal of Native Vegetation And Creation of Restrictions

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## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-80 and notes (Inclusive)

### Plans required prior to commencement

1. Prior to the commencement of works and/or the certification of the plan of subdivision, amended 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 submitted with the application prepared by Breese Pitt Dixon (Ref 8766 SLP01\_V16) but modified to show:
  - (a) Shared use paths as shown in the Lynbrook and Lyndhurst Development Plan, connecting to the existing shared path network in the area.
  - (b) Reconfiguration of the lots abutting the southern side of the Glasscocks Road Buffer so that all lots have an area of no less than 250m<sup>2</sup>.
  - (c) A roundabout at the main southern intersection at Boland Drive, with adequate splays illustrated.
  - (d) A roundabout at the cross intersection (or alternate intersection option to the satisfaction of the Responsible Authority), located directly east of the proposed roundabout providing access from Lyndhurst Boulevard, with adequate splays illustrated.
  - (e) An unencumbered public open space reserve which is generally in accordance with the Version 18 Subdivision Layout Plan prepared by Breese Pitt Dixon Pty Ltd (Project Number 8766, Drawing Ref: SLP01\_V18) but which is amended to include:
    - (i) A minimum area of 0.8ha.
    - (ii) Minimum dimensions of 70m in width and length.Any consequential reconfiguration of the road network, lots and the like are to be to the satisfaction of the Responsible Authority.
  - (f) The railway along the north-eastern boundary of the site.
  - (g) A notation stating that only the area of unencumbered passive open space as required by Condition 1 e) above is to be credited as part of the required Public Open Space Contribution under the Lynbrook and Lyndhurst Development Plan.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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- (h) A 2.5 metre wide shared path along the western side of Lyndhurst Boulevard, connecting to the existing shared path to the south, and connecting to the northern portion of the development through the Glasscocks Road reserve.
- (i) Indicative locations of indented car parking spaces to be provided on roads abutting the drainage reserve and public open space area, at key locations (pocket parks, shared path access points, playgrounds etc.).
- (j) No direct vehicle access provided to the lots along Lyndhurst Boulevard within 80 metres from the intersection of Glasscocks Road.
- (k) Removal of the parallel parking bays along Lyndhurst Boulevard.
- (l) A notation which states that suitable traffic management devices are to be provided throughout the road network as part of the detailed design plans, which may require the lot layout to be amended to include additional road reserve requirements.
- (m) A notation which states that Lyndhurst Boulevard is to be constructed with a similar cross-section to that of the existing road to the south.
- (n) A notation which states that Glasscocks Road must be extended by the development proponent so as to connect from Almer Road to the extension of Lyndhurst Boulevard, with the connection being generally in accordance with the concept layout design for the Glasscocks Road alignment (Project No. 14038; drawing no CLP100, dated 16 March 2015 prepared by One Mile Grid). The design is subject to detailed design approval by Council and Vicroads (as appropriate).
- (o) A notation which states that turning areas for court bowls are to be provided in accordance with the GAA EDCM for Subdivision.
- (p) Glasscocks Road reserve width plus sufficient width to accommodate batter slopes (including ultimate intersection requirements at Lyndhurst Boulevard and railway grade separation) as determined by preliminary design of the vertical and horizontal alignments, to be to the satisfaction of Council, VicRoads and VicTrack.
- (q) The proposed drainage reserves on the plan as "to vest in Melbourne Water".
- (r) The location of the proposed local sewerage treatment plant.
- (s) The "open space area breakdown" labelling amended as follows:
  - (i) Deletion of open space from the title.
  - (ii) Deletion of 'drainage reserve' from the 'open space to drainage reserve above 1/100 year flood level' notation.
  - (iii) Deletion of 'open space' from the 'open space to drainage reserve below 1/100 year flood level' notation.
  - (iv) Deletion of 'open space' from the 'open space to Glasscocks road reserve' notation.
  - (v) Addition of the words 'not credited' to the 'open space to southern linear reserve' notation.
  - (vi) The legend amended accordingly as specified above.

# PLANNING PERMIT

**Permit No.** PInA00983/14  
**Planning scheme** Casey Planning Scheme  
**Responsible authority** City of Casey

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- (t) Provision of left turn slip lanes on two corners of the Lyndhurst Boulevard, Glasscocks Road intersection to the satisfaction of VicRoads.
- (u) Submission of an amended acoustic report prepared by a suitably qualified and experienced person which demonstrates compliance with relevant policies and requirements (such as VicTrack's Passenger Rail Infrastructure Noise Policy and VicRoads Traffic Noise Reduction Policy 2005) for lots abutting the Cranbourne railway line and future Glasscocks Road.
- (v) Incorporation of any changes and/or annotations and the like required to be implemented as part of any recommendations contained within the amended Acoustic report referred to in Condition 1 (u).

## Drainage Construction Plans

2. Prior to the certification of the first plan of subdivision and the commencement of works on the land, drainage construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three (3) copies must be provided. The drainage system must:
  - (a) Cater for any and all external catchments that are draining towards the subdivision from any upstream catchments.
  - (b) Protect the subdivision from any rural storm water flows draining towards the site from upstream catchments.
  - (c) Prevent stormwater from overflowing in an uncontrolled manner from the site onto adjacent properties.

## Landscape Master Plan

3. Unless approval has otherwise been provided by the Responsible Authority, before the certification of the first plan of subdivision, a landscape master plan for the whole of the estate prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the 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 landscaping master plan must show:
  - (a) A survey (including location, size and botanical name) of all existing vegetation on the land.
  - (b) Vegetation that is approved to be retained, removed and/or lopped.
  - (c) Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
  - (d) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
  - (e) Dimensions and total area of each public open space reserve.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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- (f) The proposed road reserve widths including proposed areas within the road reserves set aside for the retention of existing vegetation.
- (g) The general layout of street tree and reserve plantings including the proposed location and indicative species list of evergreen and deciduous trees, shrubs grasses and ground cover plants.
- (h) Planting must in accordance with adopted City of Casey strategies policies and guidelines with all species to the satisfaction of the Responsible Authority.
- (i) The proposed location of structures, shelters, BBQ, drinking and wash down taps, street and open space furniture items, to include a referenced legend of proposed landscape elements.
- (j) The proposed location of paths and any other pavement areas and connection points.
- (k) The proposed location of playgrounds or play items.
- (l) The location of fencing including tree, walkway and open space reserve fencing.
- (m) Maintenance access including vehicle crossover.
- (n) Reference to any approved Cultural Heritage Management Plan applicable to the site.
- (o) The location and design principles of any Water Sensitive Urban Design structures to assist in the maintenance of landscaping, water quality and water retardation (eg bio retention swales rain gardens permeable paving)/
- (p) The location and dimensions of all encumbrances applicable to public open space.
- (q) The location of the 1/10 and 1/100 year flood level.
- (r) Location of any retaining walls.
- (s) Location of any proposed permanent water bodies.
- (t) Other elements to the satisfaction of the Responsible Authority.

## Public Infrastructure Plan

4. Before the first plan of subdivision is certified under the Subdivision Act 1988, a Public Infrastructure Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Public Infrastructure Plan must address the following:
- (a) What land may be affected or required for the provision of infrastructure works and the timing of when such land will be provided.

# PLANNING PERMIT

Permit No. PinA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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- (b) The provision, staging and timing of stormwater drainage works, including any temporary drainage works approved by Melbourne Water and the Responsible Authority.
- (c) The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report, assessment or plan.
- (d) The provision of public open space and tree reserves.
- (e) The landscaping of any land.
- (f) What (if any) infrastructure set out in the Development Contributions Plan applying to the land is sought to be provided as "works in lieu" subject to the consent of Casey City Council.

The plan may be amended with the consent of the Responsible Authority.

## Section 173 requirement

5. Prior to the certification of the first stage of subdivision under this permit or at such other time which is agreed between Council and the owner, if required by the Responsible Authority or the owner, the owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987, which provides for:
- (a) The implementation of the Public Infrastructure Plan approved under this permit.
  - (b) The transfer of any land required for road widening or public open space.
  - (c) The timing of any credit or payments to be made to a person in respect of any infrastructure project having regard to the availability of funds in the Lyndhurst Development Contributions Plan.

The owner/applicant must pay the Responsible Authority's reasonable costs for the preparation, execution and registration of the Section 173 Agreement.

## Building envelopes

6. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), building envelopes in accordance with Part 4 of the Building Regulations must be submitted to the Responsible Authority for approval for lots of between 250 square metres and 500 square metres, all to the satisfaction of the Responsible Authority. Once approved the plans will be endorsed and form part of the Permit. The building envelopes must be designed to consider the provision of solar access and any other requirements provided on the plans endorsed to the Permit as relevant, and must show:
- (a) At least a 4 metre front setback to all lots, except for lots of between 250 and 300 square metres within proximity to any passive or active open space area or town centre where a reduced front setback may be considered.



# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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- (b) At least a 1 metre offset from any boundary abutting a reserve.
- (c) Unless lots are identified as terrace or duplex lots, a Build to Boundary Zone must only apply to one side boundary. This can be shown on both side boundaries with a notation stipulating that only one of these zones can be utilised per lot in relation to the location of the crossover provided to that lot.

## Restrictions

7. Prior to the certification of any plan of subdivision (or a relevant stage of a subdivision), any restrictions on the plan of subdivision including relevant "Design Guidelines", "Restrictions" and / or "Memorandum of Common Provisions" must be submitted to the Responsible Authority for approval and applied to all lots to the satisfaction of the Responsible Authority. Once approved, the restrictions and associated documentation will be endorsed and form part of the permit. The restrictions / Design Guidelines / Memorandum of Common Provisions must include:
- (a) A restriction that does not allow garage openings to occupy more than 40% of the width of the primary frontage, unless the building is two or more storeys and on a lot with an area between 250 to 300 square metres whereby the garage opening must not exceed 30% of the area of the front façade of the dwelling with the area of the front façade measured from a two dimensional elevation plan of the façade excluding the area of the roof of the dwelling.
  - (b) A restriction that does not allow garages or carports to be setback less than 5.5 metres from the primary frontage.
  - (c) Differentiation of fencing restrictions for corner lots as opposed to standard lots in relation to fencing of a side boundary, acknowledging that corner lots should address both the primary and secondary street frontage.
  - (d) A restriction applying to any lot abutting the Cranbourne Railway Line (as shown on the Lyndhurst Lynbrook Development Plan), that does not allow the construction of any dwelling on lots abutting the railway line, unless it complies with the noise attenuation recommendations contained within the amended Acoustic Report referred to above (or otherwise agreed to by VicTrack and Council).
  - (e) A restriction applying to any lot abutting (the future) Glasscocks Road, that does not allow the construction of any dwelling on lots abutting Glasscocks Road, unless it complies with the noise attenuation recommendations contained within the amended Acoustic Report referred to above (or otherwise agreed to by VicRoads and Council).

## Certification Plans

8. The plans submitted for certification must be in accordance with the endorsed plans but modified to show to the satisfaction of the Responsible Authority and relevant servicing authorities:

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (a) All easements required by servicing authorities as well as any easements required by the responsible authority over any temporary drainage assets which are to be managed by the responsible authority.
  - (b) Building envelopes and the creation of restrictions to accord with those identified on plans/documents endorsed to the permit.
  - (c) Unless otherwise agreed in writing by the responsible authority, road reserve and court head dimensions in accordance with the Growth Area Authorities standard drawings.
  - (d) Any tree reserves to be vested with the City of Casey.
  - (e) All bearings, distances, street names, lot numbers, lot sizes, reserves and easements.
9. Before any plan of subdivision is certified under the Subdivision Act 1988, for each stage of the subdivision, a schedule of lots created and housing densities, must be submitted to Council showing the number of lots created in the stage together with cumulative totals of any lots created and housing densities in earlier stages of the subdivision, to the satisfaction of the Responsible Authority.
10. The Plan of Subdivision must be referred to the following authorities under Section 8 of the Subdivision Act:
- Melbourne Water
  - APT O & M Service Pty Ltd
  - Country Fire Authority
  - South East Water
  - Ausnet Electricity Services Pty Ltd

## General

11. The layout of the subdivision, removal of native vegetation and creation of restrictions as shown on the endorsed plans must not be altered or modified without the prior written consent of the Responsible Authority.
12. The subdivision must proceed in the order of stages shown on the endorsed plans and as per the approved Public Infrastructure Plan unless otherwise agreed in writing by the Responsible Authority.
13. Where a tree reserve is required to be created, the tree reserve must be shown as vesting in Casey City Council by a registered plan of subdivision at no cost to Council.
14. The developer must construct and paint or suitably finish all fences along the common boundary between the abutting lots and any tree/plantation reserves to the requirements and satisfaction of the Responsible Authority.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

## Glasscocks Road buffer

15. The land identified for the purposes of the Glasscocks Road and respective road buffer, is to be created as a balance lot, excluding the section of land required for the development of the interim access arrangements to the site.

## Actions prior to construction

16. No less than 14 days before the subdivision starts a site specific Environmental Management Plan (Site EMP) must be submitted to and approved by the Responsible Authority. The Site EMP must be prepared in accordance with Council's 'Site EMP Kit' to the satisfaction of the Responsible Authority. No alterations to the Site EMP may occur without the consent of the responsible Authority. All works must be undertaken in accordance with the approved Site EMP to the satisfaction of the Responsible Authority.
17. Before any road/drainage works associated with each stage of the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must include as relevant:
- (a) Detailed design of any road works including the construction of the connection to the existing sealed section of Glasscocks Road at the intersection of Almer Road to the existing sealed pavement in Lyndhurst Boulevard and the required shared paths external to the site being undertaken by the development proponent to the satisfaction of VicRoads and the Responsible Authority.
  - (b) Fully sealed pavements with kerb and channel (or rollover kerbs where appropriate) to dimensions generally in accordance with Casey's standard road cross section drawings (*Casey Standard Drawings*), to the satisfaction of the Responsible Authority. The relevant road cross-sections should also illustrate:
    - (i) Traffic Management Devices;
    - (ii) Street Tree Placement;
    - (iii) Footpath or carriageway placement;
    - (iv) Create a boulevard effect;
    - (v) Carriageway or parking bay pavement; and
    - (vi) Tree outstand treatments.
  - (c) Traffic management devices.
  - (d) Vehicle exclusion fencing where necessary.
  - (e) Details of the location of services within road reserves, in particular measures to accommodate pressure sewer services where they are proposed.
  - (f) Bus Stops.
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# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (g) Corner splays, as required, to suit the road function.
- (h) Driveway links designed to provide one (1) visitor space per lot served by the link.
- (i) Concrete footpaths and / or shared paths in accordance with the endorsed plan and the relevant Development Plan on both sides of each roadway, including those required under condition 1 of this permit.
- (j) Shared paths where noted on the endorsed master plan to be in accordance with the Lyndhurst Lynbrook Development Plan and / or to the Satisfaction of the Responsible Authority and VicRoads as appropriate.
- (k) A vehicular crossing to each lot, except those nominated as a medium density lot or super-lots on the endorsed plan, designed in accordance with the Growth Areas Authority Standard Drawings unless otherwise agreed. Unless an alternative treatment is approved by the Responsible Authority, crossovers on lots with frontages of 10 metres or less must abut a crossover on an abutting lot to create a combined crossover of 7 metres in width (excluding splays) at the kerb. Crossovers should be:
  - (i) Located on the long side of corner sites where roundabout splitter islands will hinder access.
  - (ii) Located a minimum of 1 metre from any service facilities.
  - (iii) Off-set a minimum of 6 metres from the tangent point of any side streets (refer to Australian Standards, Parking Facilities, Part 1: Off-street car parking).
- (l) Temporary turnaround areas within the site for waste collection vehicles (8.8 metres in length) at the dead end of any road.
- (m) Drainage systems, including:
  - (i) All aspects of the stormwater drainage system including drainage reserves and retarding basins, wetlands, stormwater connections and outfalls and any Water Sensitive Urban Design Measures (if relevant).
  - (ii) Features to prevent litter, sediment and oils from entering the drainage system and / or cut off drains to intercept stormwater runoff from adjoining properties. Such features may be suitably sized litter traps for surface rubbish, pol and sediment. These devices must be constructed within the works upstream of the outfall drain for the subdivision.
  - (iii) Measures to satisfy the objectives of "Best Practice Environmental Management Guidelines" (CSIRO, 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen, and 70% litter / gross pollutants larger than 5mm\* and meet the intended outcomes of Clause 56 of the planning scheme to the satisfaction of the Responsible Authority; and
  - (iv) Construction details of any temporary drainage works approved by Melbourne Water and the Responsible Authority, along with details of any safety measures, edge treatments and separation distances between those works and the land

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

being subdivided.

- (a) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid.
- (b) The location of street lighting.
- (c) Any water sensitive urban design features.
- (d) Details of any cut and fill.
- (e) Services located in shared trenches wherever possible. And
- (f) Fibre optic conduit network throughout the subdivision
- (g) The location of service kiosk / electrical substation sites which must be approved by the Responsible Authority.
- (h) The location of the proposed local sewerage treatment plant.
- (i) Details of the location of services within the road reserves in particular measures to accommodate pressure sewer services where they are proposed.

## Landscape Plan

18. Before the start of any landscaping works for any stage of the subdivision, a detailed landscape plan and plant schedule for that stage prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plan must show the proposed landscape and plant schedule for all public open space areas, including streetscapes, parkland water retention areas, buffer zones, service corridors and community uses. When approved, the 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 landscaping plan must be generally in accordance with the Landscape Master Plan approved under Condition No. 3, and the plan must show:

- (a) Existing vegetation that is approved to be retained.
- (b) New plantings including their layout to be provided in all road, open space, plantation and municipal reserves.
- (c) A detailed plant schedule including all proposed tree, shrub, groundcover and climbing plant species.
- (d) The proposed location and final set out of paths, areas of pavement, playgrounds, play items, structures and street furniture.
- (e) The location of the 1/10 and 1/100 year flood level.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (f) Location of any retaining walls.
- (g) Location of any proposed permanent water bodies.
- (h) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
- (i) Additional supporting information, such as certified structural designs or building forms.

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

- 19. The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.

## Reticulated Services

- 20. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
- 21. Any fibre optic conduits and associated infrastructure must be protected from damage to the satisfaction of the Responsible Authority.
- 22. Unless otherwise agreed by the Responsible Authority, ownership of any fibre optic conduits must vest in Council.
- 23. Where a conduit crosses private land, an easement may be required in favour of Council or the relevant authority.
- 24. Irrespective of whether the relevant water authority has entered into an agreement as contemplated, any plan of subdivision must contain a restriction which provides that no dwelling or commercial building may be constructed on any lot unless the building incorporates plumbing for recycled water supply for toilet flushing and garden watering use if it is to become available.

## Engineering Fees

- 25. Before approval of the engineering plan/s submitted under Section 15(1) of the Subdivision Act 1988, the developer must pay Council an amount equivalent to 0.75% of the estimated cost of constructing the works proposed on the engineering plan.
- 26. Before the issue of a Statement of Compliance for the plan of subdivision under the Subdivision Act 1988, the developer must pay Council an amount equivalent to 2.5% of the estimated cost of the works which are subject to supervision in accordance with Section 17(2)(b) of the Subdivision Act 1988.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

## Final Construction Plans

27. Before the responsibility for the future care and maintenance of the works is transferred to Council, the developer must provide to the Responsible Authority:
- (a) Copies of the "as constructed" engineering roads and drainage drawings in the format of one A1 tracing per drawing.
  - (b) Survey enhanced "as constructed" GIS data for the drainage, road and footpath information components of the subdivision, in accordance with the current version of D-SPEC and R-SPEC. Council's preferred format for the submission of the graphical data is in "MapInfo Native Format". Secondary formats may be in "MapInfo MID/MIF" files. Grid Co-ordinates must be MGA zone 55 (GDA 94). Please refer to the A-SPEC website for further information: [www.dspeg.com.au](http://www.dspeg.com.au).
  - (c) Sketches of the details of the permanent survey marks.

## DCP Contribution

28. A Development Infrastructure Levy, in accordance with the provisions of the Lyndhurst Development Contributions Plan, must be paid by the applicant to the Collecting Agency after certification of the relevant plan of subdivision but not more than 21 days prior to the issue of a Statement of Compliance in respect of that plan under the Subdivision Act 1988.
29. Where the subdivision is to be developed in stages the infrastructure levy for the stage to be developed only may be paid to the Collecting Agency within 21 days prior to the issue of a Statement of Compliance in respect of that stage, provided that a Schedule of Development Contributions is submitted with each stage of the plan of subdivision. This schedule must show the amount of development contributions payable for each stage and value of the contributions in respect of prior stages to the satisfaction of the Collecting Agency.

## Substation / Kiosk Sites

30. Utility service substation / kiosk sites must not be located on any land identified as public open space / tree reserves or to be used for any Municipal purpose unless otherwise agreed by the Responsible Authority.

## Title Office Plans

31. The applicant must within four (4) weeks of the registration of the plans at the Land Titles Office send to the Responsible Authority:
- (a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.
  - (b) A clear A3-size photocopy of the Title Office approved Plan of Subdivision.

## Mandatory Subdivision Conditions - Clause 66.01-1

32. The owner of the land must enter into an agreement with:

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

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

## Drainage Conditions:

34. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the Responsible Authority.
35. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.
36. The stormwater drainage system on the site must be designed such that stormwater runoff exiting the land meets the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999) as follows:
- 80% reduction of the typical annual load of suspended solids;
  - 45% reduction of the typical annual load of total phosphorous;
  - 45% reduction of the typical annual load of total nitrogen; and
  - 70% reduction of the typical annual load of gross pollutants.

In lieu of meeting the above standard on site, the stormwater quality objectives may be achieved by demonstrating to the satisfaction of the responsible authority, that the intended outcomes of clause 56.07-4 of the Planning Scheme have been met.

37. Prior to the submission of engineering plans, a stormwater drainage strategy for the development showing the proposed alignment for the 1 in 5 year ARI flows and the overland flow paths for the 1 in 100 year ARI storm event must be submitted to and approved by the Responsible Authority and Melbourne Water.
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# PLANNING PERMIT

Permit No. PinA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

38. Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the Responsible Authority.

## Traffic Planning Conditions

39. The operator of this permit must –

- (a) Ensure that the cross section for Lyndhurst Boulevard is constructed with a similar cross section to the existing road to the south.
- (b) Provide sufficient land for the future grade separation of the railway to accommodate batter slopes, as per the approved conceptual design.
- (c) Provide crossings, pram crossings and TGS1 to the DDA requirements.
- (d) Provide crossovers in accordance with the GAA EDCM for Subdivision.
- (e) Provide line, pavement markings and signage in accordance with Australian Standards.
- (f) Provide public lighting in accordance with Australian Standards.
- (g) Provide turning areas for court bowls in accordance with the GAA EDCM for Subdivision.
- (h) Provide appropriate splays at all the corner lots of the local road intersections (a minimum of 3.0m x 3.0m, with larger splays at the cross intersection roundabout).
- (i) Provide Traffic Management Devices along the straight sections of the roads at approximately 100m – 150m spacing and should be indicated on the plans, with the following:
  - (i) Traffic calming treatments at the main north-south road and east-west road (18m widths) must be provided with Seagull treatments (intersections) and Flat Top Humps at the mid-blocks of the roads
  - (ii) The possible non-standard traffic calming treatments to be constructed on the mid-block of the internal road network (16m widths) are the proposed;
    - Option 1.D (the bends of kerb-outstands need to be smoothed at the entrances of the treatment), or
    - Option 2.A (5.5m wide pinch point threshold with the raised pavement).

## Actions prior to Statement of Compliance

40. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the developer must construct in accordance with the approved engineering construction plans and to the satisfaction of the Responsible Authority:

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# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (a) Roads, including traffic management devices, kerb and channel, footpaths, shared foot / cycle paths and vehicular crossings to each lot.
  - (b) Drainage and any water sensitive urban design features.
  - (c) Fibre optic conduits.
  - (d) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid.
  - (e) Temporary turnaround areas.
  - (f) Any tree protection fencing.
  - (g) Lighting of roads and pedestrian / cycle paths designed and provided in accordance with Australian Standard 1158.1. And
  - (h) Bus Stops.
  - (i) Concrete footpaths and / or shared paths in accordance with the endorsed plan and the relevant Development Plan on both sides of each roadway, including those required under condition 1 of this permit.
  - (j) Shared paths where noted on the endorsed master plan to be in accordance with the Lyndhurst Lynbrook Development Plan and / or to the Satisfaction of the Responsible Authority and VicRoads as appropriate.
41. Before the issue of a Statement of Compliance for Stage 12 of the subdivision under the Subdivision Act 1988, the developer must construct in accordance with the approved engineering construction plans and to the satisfaction of the Responsible Authority the connection to the existing sealed section of Glasscocks Road at the intersection of Almer Road to the existing sealed pavement in Lyndhurst Boulevard and the required shared paths external to the site.
42. Before a Statement of Compliance is issued under the Subdivision Act 1988 for any stage of the subdivision, a public open space contribution of 7.5% must be provided in accordance with the schedule to Clause 52.01 of the Casey Planning Scheme and the endorsed plans.
43. Prior to the issue of a Statement of Compliance for any lots abutting the extension of Lyndhurst Boulevard the connection to the existing sealed section of Glasscocks Road at the intersection of Almer Road to Lyndhurst Boulevard and the required shared paths external to the site must be constructed by the development proponent to the satisfaction of VicRoads and the Responsible Authority (as necessary).
44. Before the issue of a Statement of Compliance under the Subdivision Act 1988 the stormwater drainage must be:
- (a) Constructed in accordance with the stormwater drainage design approved by Council.
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# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

(b) Provide a legal point of stormwater discharge for each allotment.

All to the satisfaction of the responsible authority and any relevant other drainage authority.

45. Any temporary drainage works must be installed to the satisfaction of the Responsible Authority before the issue of a Statement of Compliance for the relevant stage.
46. The landscaping works shown on the approved landscape construction plans for each stage must be carried out or bonded to the satisfaction of the Responsible Authority, before the issue of a Statement of Compliance for each stage or by such later date as is approved by the Responsible Authority in writing.
47. The landscaping shown on the approved plans must be maintained for a minimum of two (2) summers, or other period as agreed by and to the satisfaction of the Responsible Authority and used for no other purpose. During this time all dead diseased and damaged plants must be replaced and structures paths and furniture items maintained.
48. All public open space areas including parklands, water retention areas, buffer zones, service corridors, community use areas and all streetscapes including road and tree/plantation reserves must be landscaped and planted as shown on the approved landscape construction plans to the satisfaction of the Responsible Authority.
49. Prior to the issue of a Statement of Compliance for any plan of subdivision under this permit that creates any public open space the owner must re-grade, top dress, landscape and otherwise embellish the land to the satisfaction of the Responsible Authority including the following works:
- (a) Removal of all existing disused structures, foundations, pipelines or stockpiles.
  - (b) Clearing of rubbish and environmental weeds and rocks, levelled, top-soiled and grassed with warm climate grass (unless conservation reserve requirements dictate otherwise).
  - (c) Provision of water tapping, potable and recycled water connection points.
  - (d) Trees and other plantings as approved by Council.
  - (e) Embellishment of the land as shown on the approved landscape construction plans including, but not limited to, trees and other plantings, park furniture, playgrounds and play elements, rubbish bins, paving and lighting and water tapping (where required).
  - (f) Vehicles exclusion devices (fence / bollard or other suitable method) and maintenance access points.
  - (g) Shared path network where required as shown on the endorsed plans.
  - (h) Other pedestrian paths as required to service the park including (but not limited to) any shown on the endorsed plans.
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# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Schème  
Responsible authority City of Casey

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50. All filling on the site over 300mm must be carried out, supervised, completed and recorded in accordance with AS 3798-2007 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works. Before the issue of a Statement of Compliance unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report shall be provided to the satisfaction of the Responsible Authority.

## Construction works

51. Construction activities must be managed so that the amenity of the area is not detrimentally affected, through the:
- (a) Transport of materials, goods or commodities to or from the land.
  - (b) Inappropriate storage of any works or construction materials.
  - (c) Hours of construction activity.
  - (d) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste and storm water runoff, waste products, grit or oil.
  - (e) Presence of vermin.

## CFA Conditions

52. Prior to the issue of Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CFA:
- (a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart.
  - (b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.
  - (c) Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
  - (d) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
  - (e) Roads must have a minimum trafficable width of:
    - (i) 5.5m if parking is prohibited on one or both sides of the road,

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (ii) 7.3m where parking is allowable on both sides of the road.
- (f) Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

## South East Water Conditions

- 53. The owner of the subject land must enter into an agreement with South East Water for the provision of potable water supply and fulfil all requirements to its satisfaction.
- 54. The owner of the subject land must enter into an agreement with South East Water for the provision of recycled water supply and fulfil all requirements to its satisfaction.
- 55. The owner of the subject land must enter into an agreement with South East Water for the provision of sewerage and fulfil all requirements to its satisfaction.
- 56. The owner of the subject land must enter into an agreement with South East Water for the provision of a local sewerage treatment plant.
- 57. The owner of the subject land must enter into an agreement with South East Water for the use of a domestic rainwater system.

## Melbourne Water Conditions

- 58. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
- 59. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways.
- 60. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval.
- 61. All new lots are to be filled to a minimum of 600mm above the 1 in 100 year flood level associated with an existing or proposed Melbourne Water asset.
- 62. A Certified Survey Plan, is to be submitted for approval after the completion of filling, verifying that the specified fill levels have been achieved. This will be required prior to an issue of a Statement of Compliance for the Subdivision.
- 63. The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- 64. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within Melbourne Water's Land Development Manual.
- 65. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- 66. Local drainage must be to the satisfaction of Council.
- 67. Prior to the commencement of works separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council considers that it is not feasible to connect to the local drainage system. Contact Asset Services on telephone 9679 6614 for Melbourne Water's connection requirements, including payment of appropriate fees.

## Department of Environment, Land, Water and Planning Conditions

- 68. Before works start, the permit holder must advise all persons undertaking the vegetation removal and works on site of all the relevant conditions of this permit.
- 69. Before works start, native vegetation protection fencing must be erected around all patches of native vegetation and scattered trees to be retained on site. The fencing must be erected around the patches at a minimum of distance of 2 metres from the retained native vegetation and at a radius of 12x the diameter at breast height (DBH) to a maximum of 15 metres but no less than 2 metres from the base of the trunk of the scattered trees.

The protection fencing must be constructed to the satisfaction of the Responsible Authority. The protection fencing must remain in place at least until all works are completed to the satisfaction for the Responsible Authority. Except with the written consent of the Responsible Authority, within this area;

- (a) No vehicular or pedestrian access, trenching or soil excavation is to occur.
- (b) No storage or dumping of tools, equipment or waste is to occur.
- (c) No entry and exit pits for underground services are to be constructed.

- 70. In order to offset the removal of 1.246 hectares of native vegetation and 16 scattered trees approved as part of this permit, the applicant must provide a native vegetation offset that meets the following requirements and is in accordance with the *Permitted clearing of native vegetation – Biodiversity assessment guidelines* and the *Native vegetation gain scoring manual*.

The general offset must:

- Contribute gain of 0.074 general biodiversity equivalence units
- Be located within the port Phillip and Westernport Catchment Management Authority boundary or Casey municipal district

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- Have a strategic biodiversity score of at least 0.151.
71. Before any native vegetation is removed, evidence that an offset has been secured must be provided to the satisfaction of the responsible authority. This offset must meet the offset requirements set out in this permit and must be in accordance with the requirements of *Permitted clearing of native vegetation – Biodiversity assessment guidelines* and the *Native vegetation gain scoring manual*. Offset evidence can be either:
- A security agreement, to the required standard, for the offset site or the sites, including a 10 year offset management plan.
  - A credit register extract from the Native Vegetation Credit register.
72. Every year, for ten years, after the responsible authority has approved the offset management plan, the applicant must provide notification to the responsible authority of the management actions undertaken towards the implementation of the offset management plan. An offset site condition statement, including photographs must be included in this notification.

## APA Group Conditions

73. Easements in favor of "Vic Gas Distribution Pty Ltd" must be created on the plan to the satisfaction of APT.

## AusNet Conditions

74. The applicant must –
- (a) Enter in an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for supply of electricity to each lot on the endorsed plan.
  - (b) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for the rearrangement of the existing electricity supply system.
  - (c) Enter into an agreement with AUSNET ELECTRICITY SERVICES PTY LTD for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AUSNET ELECTRICITY SERVICES PTY LTD.
  - (d) Provide easements satisfactory to AUSNET ELECTRICITY SERVICES PTY LTD for the purpose of "Power Line" in the favour of "AUSNET ELECTRICITY SERVICES PTY LTD" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AUSNET ELECTRICITY SERVICES PTY LTD electric power lines and for any new power lines required to service the lots on the endorsed plan and/ or abutting land.
  - (e) Obtain for the use of AUSNET ELECTRICITY SERVICES PTY LTD any other easement required to service the lots.

# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

- (f) Adjust the position of any existing AUSNET ELECTRICITY SERVICES PTY LTD easement to accord with the position of the electricity line(s) as determined by survey.
- (g) Set aside on the plan of subdivision Reserves for the use of AUSNET ELECTRICITY SERVICES PTY LTD for electric substations.
- (h) Provide survey plans for any electric substations required by AUSNET ELECTRICITY SERVICES PTY LTD and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AUSNET ELECTRICITY SERVICES PTY LTD requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- (i) Provide to AUSNET ELECTRICITY SERVICES PTY LTD a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- (j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AUSNET ELECTRICITY SERVICES PTY LTD. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- (k) Ensure that all necessary auditing is completed to the satisfaction of AUSNET ELECTRICITY SERVICES PTY LTD to allow the new network assets to be safely connected to the distribution network.

## Public Transport Victoria

- 75. No drainage, effluent, waste, soil or other materials must enter or be directed to railway land or stored or deposited on railway land.
- 76. Entry onto railway land is at the discretion of the Rail Operator and Public Transport Victoria and is subject to any conditions imposed.
- 77. Prior to the issue of a Statement of Compliance for any subdivision abutting the railway reserve the boundary must be fenced along the railway reserve to the satisfaction of VicTrack & Public Transport Victoria at the full cost to the permit holder.

## VicTrack

- 78. Construction of all fencing abutting the rail corridor must be completed prior to the commencement of site works.
- 79. The development, including construction works, must comply with the Electrical Safety Regulations 2009 or any updated regulations.



# PLANNING PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

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## Expiry of Permit

80. This permit will expire if:

- (a) The subdivision is not started within two (2) years of the date of this permit; or
- (b) The subdivision is not completed within five (5) years from the date of starting;

Where the subdivision is to be developed in stages, the time specified for the commencement of the first stage is two (2) years from the date of the permit. The time specified for the commencement of any subsequent stage is ten (10) years from the date of this permit and the time specified for the completion of each stage is five (5) years from the date of its commencement.

The Responsible Authority may extend the commencement periods referred to if a request is made in writing before the permit expires or within the period specified in section 69 of the Planning & Environment Act 1987.

## NOTES:

- (i) For further information with regard to the Telecommunications Conditions above, please refer to Advisory Note 49 – Telecommunications Services & Facilities in Subdivisions available from DEPI.
- (ii) The starting of a subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan under Section 6 of the Subdivision Act 1988. Completion is regarded as registration of the subdivision.
- (iii) In preparation of the Site EMP, the applicant must use the environmental protection measures as set out in EPA's publication 480 "Environmental Management Guidelines for Major Construction Sites" unless he/she can demonstrate that alternative techniques can fulfill the specified site requirements.

The Site EMP Kit is available on City of Casey's website, [www.casey.vic.gov.au](http://www.casey.vic.gov.au).

## South East Water Notes

- (iv) The owner of the subject land is required to obtain a 'Notice of Agreement' from South East Water. All requirements must be fulfilled to its satisfaction prior to South East Water consenting to the issue of a Statement of Compliance.
- (v) The following South East Water agreement options are available:
  - (a) Application to enter into a Development Agreement-Works – If South East Water reticulated sewer/water/recycled water (as applicable) is required to be extended to service lots within the development
  - (b) Application For Notice of Agreement Subdivision-Non Works – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development

PLANNING  
PERMIT

Permit No. PInA00983/14  
Planning scheme Casey Planning Scheme  
Responsible authority City of Casey

---

and the owner only requires Statement of Compliance to release the titles (i.e. subdivision prior to building)

- (c) Plumbing Industrial, Commercial, Units & Private Water application – If South East Water reticulated sewer/water/recycled water (as applicable) is available to the development and the owner wishes to commence construction of the building/s (i.e. building prior to subdivision)

**Melbourne Water Note**

- (vi) If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on 9679 7517, quoting Melbourne Water's reference 248747.

**CFA Note**

- (vii) CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting purposes' available under publications on the CFA website ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au)).

**CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?**

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

**Applicant's Name & Address:** Villawood Properties Pty Ltd  
C/- Mesh Pty Ltd  
Level 1 6 Riverside Quay  
SOUTHBANK VIC 3006

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(NOTE: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

### WHEN DOES A PERMIT BEGIN?

A Permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - (ii) the date on which it was issued in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:-
  - the development or at any stage of it does not start within the time specified in the permit; or
  - the development requires the certification of a plan of subdivision or consolidation under the **Subdivisions Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if:-
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:-
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:-
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

**Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf,  
hearing or speech impaired)TIS: 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

ABN: 43 320 295 742

**Customer Service Centres****Narre Warren**  
Bunjil Place, Patrick Northeast Drive**Cranbourne**  
Cranbourne Park Shopping Centre

## LAND INFORMATION CERTIFICATE

### SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C030980  
Your Reference: 367277

Issue Date: 17 September 2021

Landata - Rates Web Certificates  
C/- Victorian Land Registry Services Pty Ltd  
L 13 697 Collins St  
DOCKLANDS VIC 3008

<b>Property Number:</b>	147277
<b>Property Address:</b>	40 Boland Drive LYNDHURST VIC 3975
<b>Property Description:</b>	Lot 320 PS 738417A
<b>Land Area:</b>	566 sqm

<b>Valuation Date</b>	1/07/2021	<b>Effective Date</b>	1/07/2021
<b>Site Value</b>	\$490,000		
<b>Capital Improved Value</b>	\$490,000		
<b>Net Annual Value</b>	\$24,500		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2022

Rate Category		
Current Year`s General Rates	1,250.18	
Current Year`s Fire Service Levy	142.91	
Current Rates Year`s Charges - SUB TOTAL		1,393.09
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$1,393.09

**PLEASE NOTE:** In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 15/02/2022.

## Contact City of Casey

03 9705 5200

**NRS:** 133 677 (for the deaf, hearing or speech impaired)

**TIS:** 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

**ABN:** 43 320 295 742

## Customer Service Centres

**Narre Warren**  
Bunjil Place, Patrick Northeast Drive

**Cranbourne**  
Cranbourne Park Shopping Centre



**PLEASE NOTE:** Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

**PLEASE NOTE:** If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C030980**.

A handwritten signature in black ink, appearing to read "T. Riches".

**Trevor Riches**

Team Leader Rates and Valuations

### PLEASE NOTE:

**Interest continues to accrue at 10.0% on any overdue balances until paid in full.**

**This property has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.**

### Electronic Payments



Billers Code: **8995**  
Ref: 01472772

Telephone & Internet Banking - BPAY®

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

More info: [www.bpay.com.au](http://www.bpay.com.au)



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Robertson Hyetts Solicitors C/-  
InfoTrack  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT A BOLAND DRIVE LYNDHURST  
3975

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53M//14209/00058	LANDATA CER 22658087-020-2	24 JUL 2016	26624005

## 1. Statement of Fees Imposed

- (a) By Other Authorities
- (b) By South East Water

**TOTAL UNPAID BALANCE** \$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):  
<https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.

AUTHORISED OFFICER:

HAMISH REID  
GENERAL MANAGER  
CUSTOMER GROUP

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Your property is traversed by or is within the vicinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit [www.melbournewater.com.au](http://www.melbournewater.com.au) or contact 131722.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

AUTHORISED OFFICER:



HAMISH REID  
GENERAL MANAGER  
CUSTOMER GROUP

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### 3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

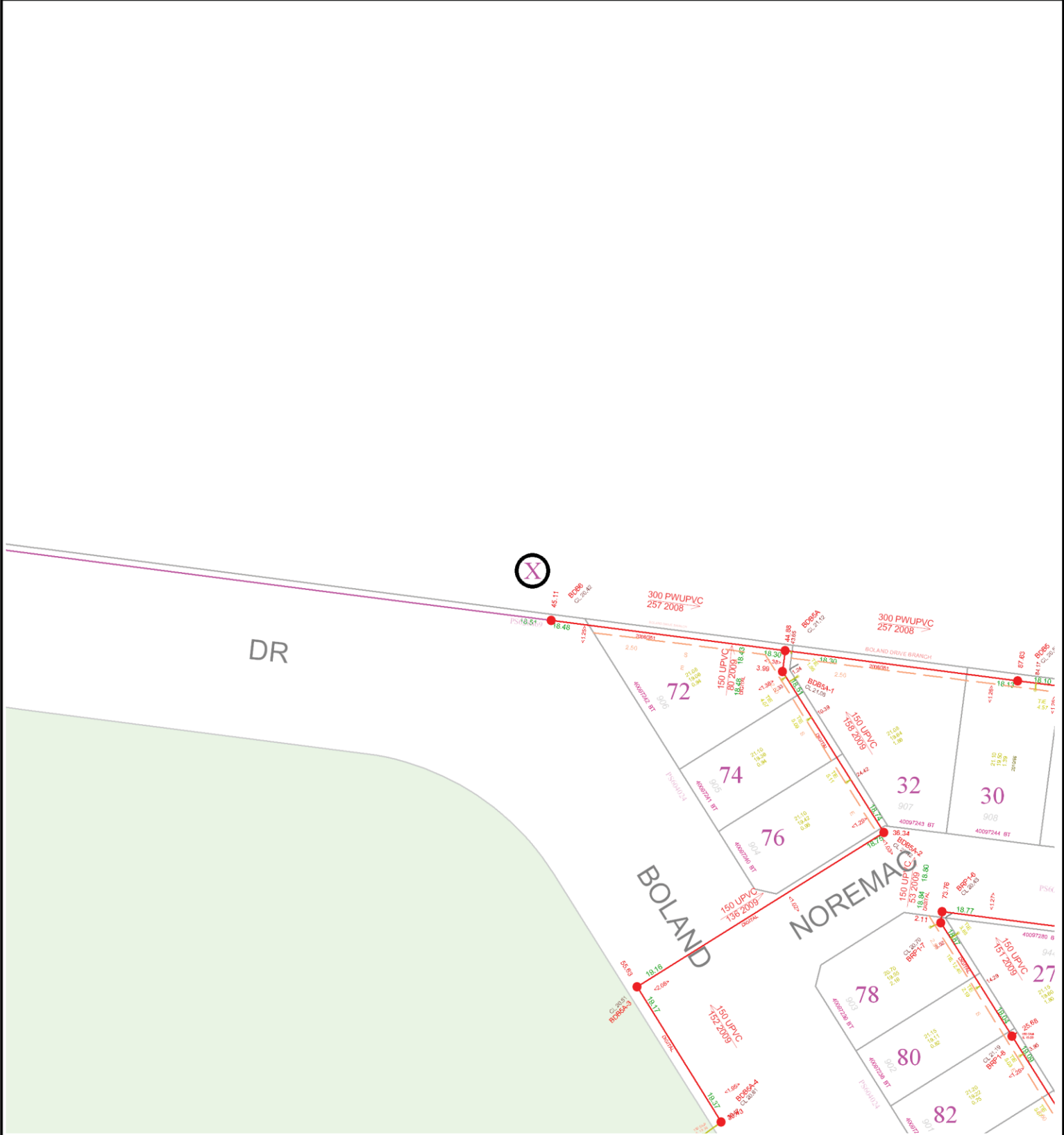
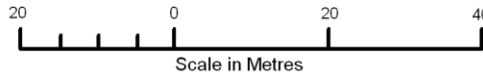
AUTHORISED OFFICER:

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

HAMISH REID  
GENERAL MANAGER  
CUSTOMER GROUP

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198





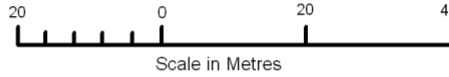
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

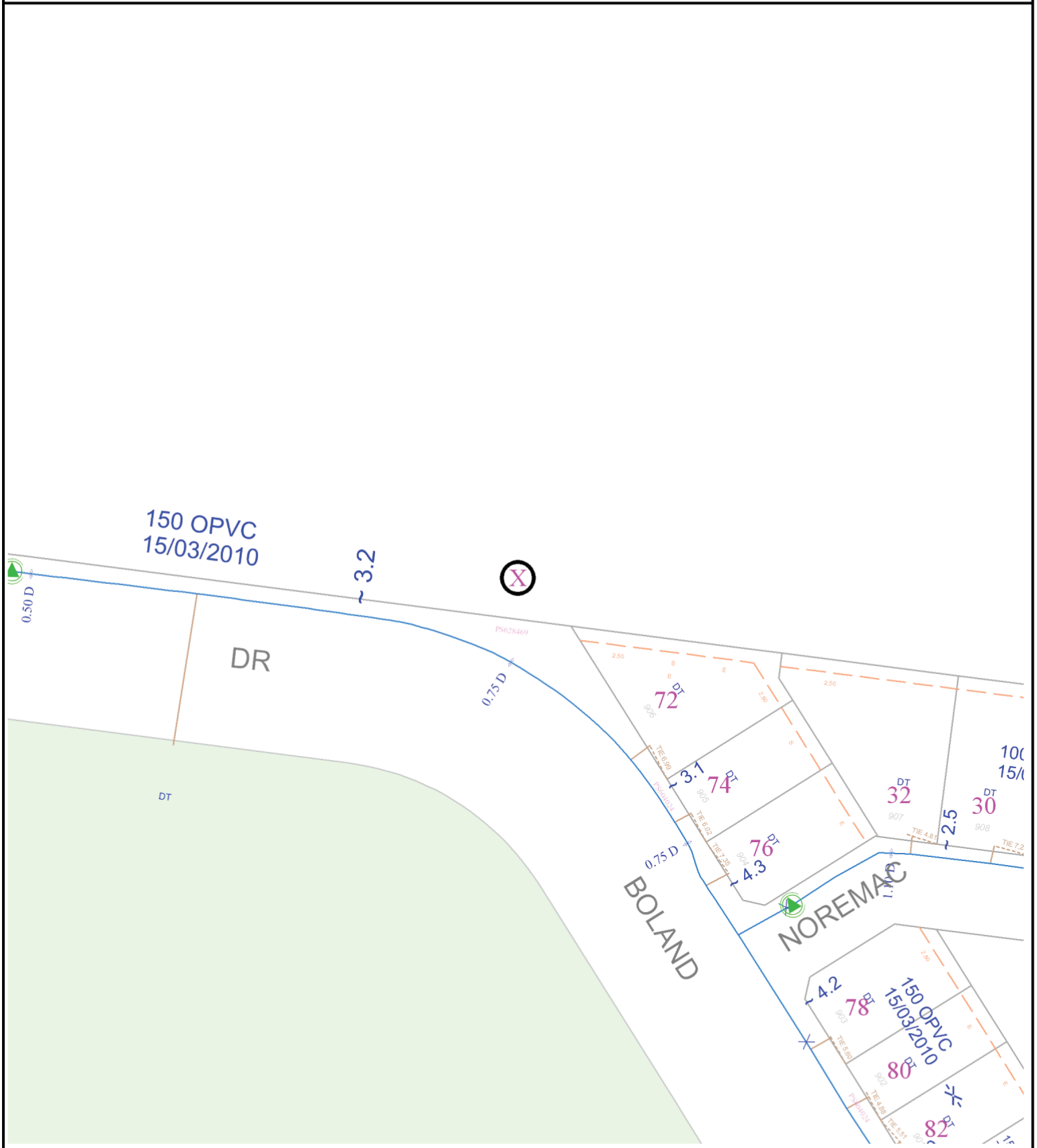


Property: Lot A LOT A BOLAND DRIVE LYNDHURST 3975

Case Number: 26624005



Date: 24JULY2016



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

**LEGEND**

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main		Offset from Boundary



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

548524

## APPLICANT'S NAME & ADDRESS

ROBERTSON HYETTS SOLICITORS C/- INFOTRACK  
(INFINITYLAW) C/- LANDATA

MELBOURNE

## VENDOR

SOUTH EAST WATER CORPORATION

## PURCHASER

## REFERENCE

367277

This certificate is issued for:

LOT 320 PLAN PS738417 ALSO KNOWN AS 40 BOLAND DRIVE LYNDHURST  
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 1
- and a LAND SUBJECT TO INUNDATION OVERLAY

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

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

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

17 October 2018

**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.

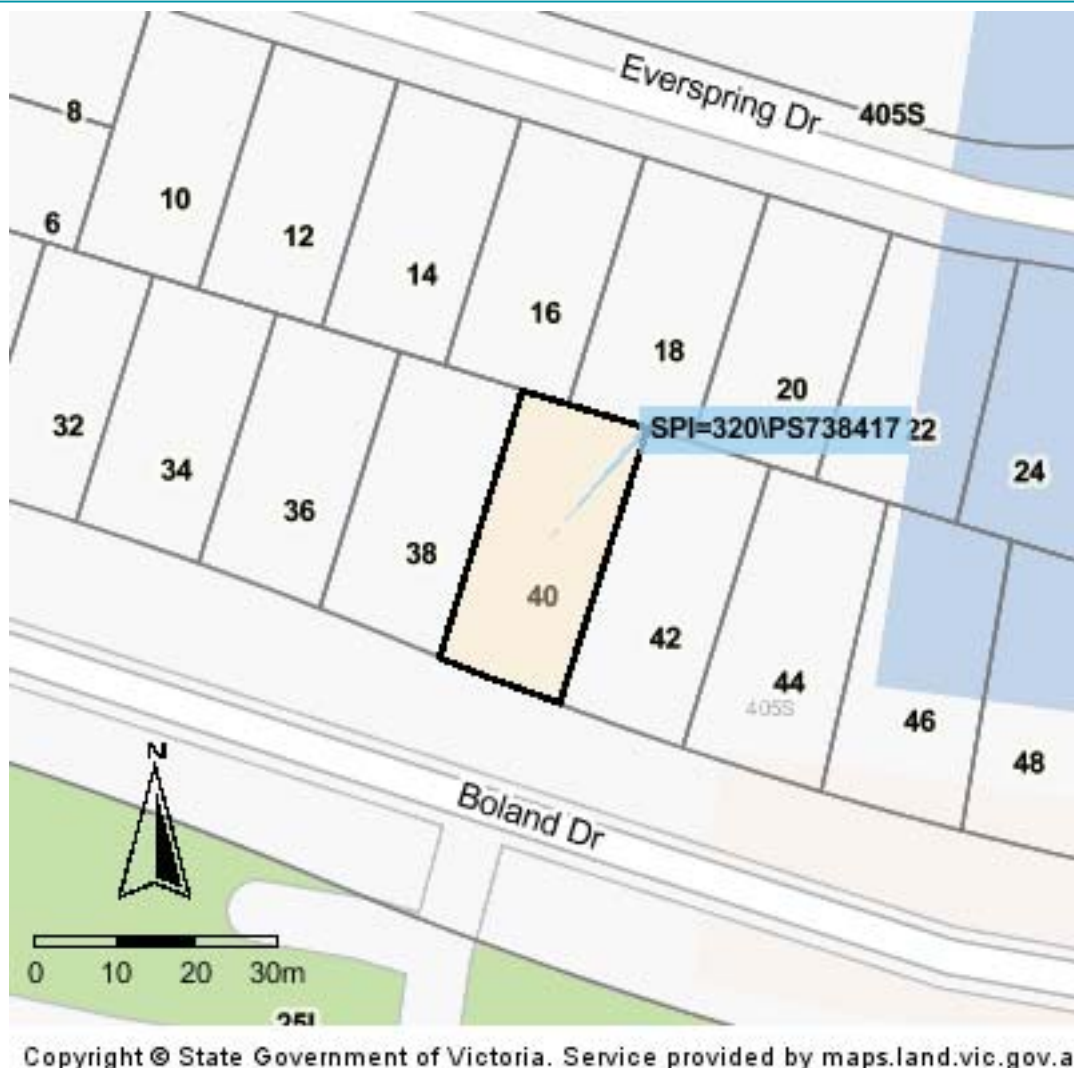
LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

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.**



### 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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 September 2021 04:23 PM

## PROPERTY DETAILS

Address: **40 BOLAND DRIVE LYNDHURST 3975**  
 Lot and Plan Number: **Lot 320 PS738417**  
 Standard Parcel Identifier (SPI): **320\PS738417**  
 Local Government Area (Council): **CASEY**  
 Council Property Number: **147277**  
 Planning Scheme: **Casey**  
 Directory Reference: **Melway 129 B6**

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

[Planning Scheme - Casey](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **South East Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **CRANBOURNE**

## OTHER

Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



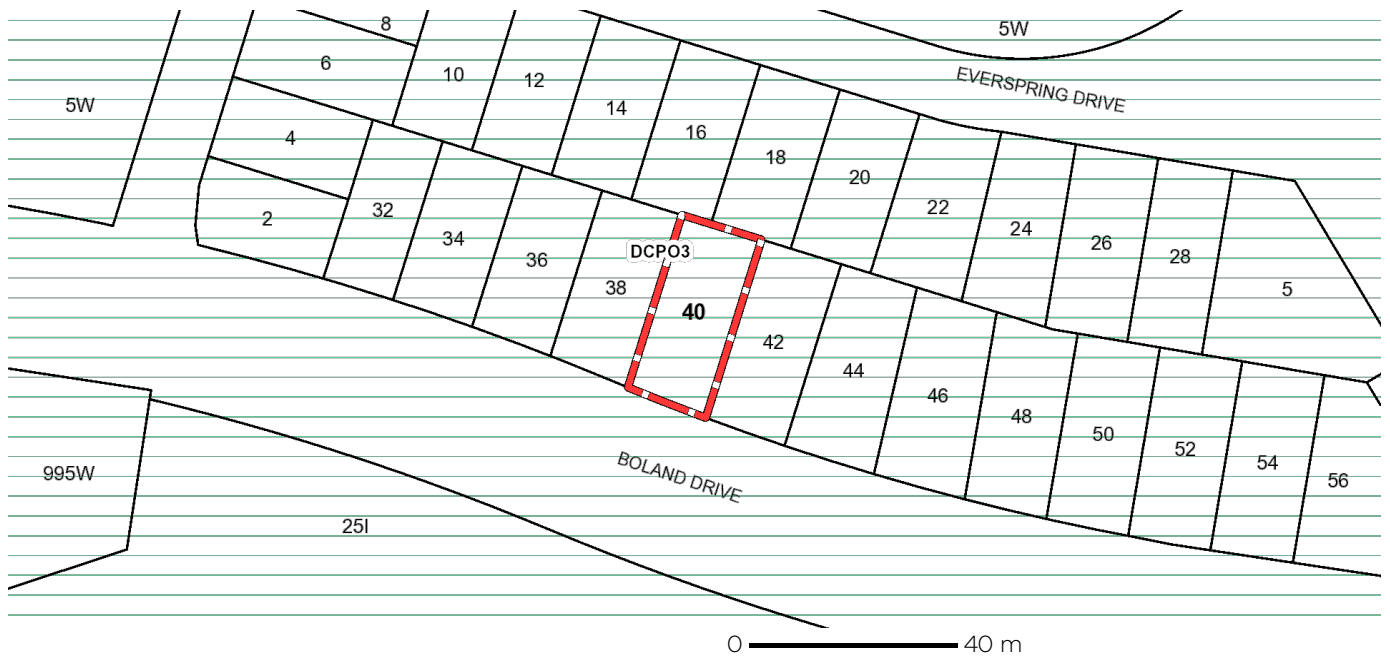
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

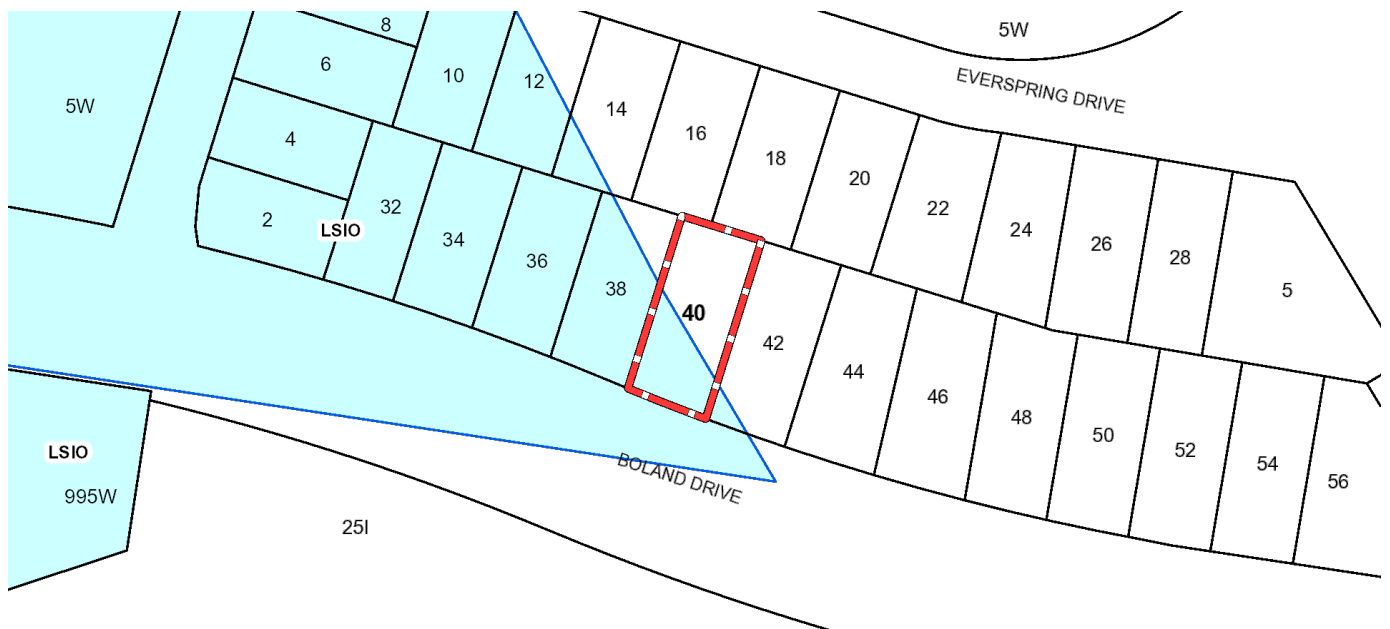
### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



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

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DEVELOPMENT PLAN OVERLAY (DPO)



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

## Further Planning Information

Planning scheme data last updated on 15 September 2021.

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

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

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

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

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



## Designated Bushfire Prone Areas

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



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/)

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Robertson Hyetts Solicitors C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 931

NO PROPOSALS. As at the 24th July 2016, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

405S EVANS ROAD, LYNDHURST 3975  
CITY OF CASEY

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

Date of issue: 24th July 2016

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 22658087 - 22658087212445 '931'**



# Catchment and Land Protection (Section 90)

Robertson Hyetts Solicitors C/- InfoTrack  
135 King Street  
SYDNEY 2000 AUSTRALIA

## CERTIFICATE

Pursuant to Section 90 of the *Catchment and Land Protection Act 1994*

YOUR REF: **931**

CERTIFICATE NO: **22658087-019-6**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**405S EVANS ROAD, LYNDHURST VIC 3975**

PROPERTY DESCRIPTION:

Lot/Plan: **Lot A PS720123T**

Crown description: **N/A**

Volume/Folio or Book/Memorial: **11559/546**

Directory reference: **Melways 129D7, Melways 129D6, Melways 129C7, Melways 129C6, Melways 129C5, Melways 129C4, Melways 129B6, Melways 129B5, Melways 129B4**

	Yes/No
1. A regional catchment strategy applies to the land.	<b>YES</b>
2. The land is in a special area.	<b>NO</b>
3. A special area plan applies to the land.	<b>NO</b>
4. A land use condition applies to the land.	<b>NO</b>
5. A land management notice is in force in relation to the land.	<b>NO</b>
6. A copy of the land management notice is attached.	<b>NO</b>

**By Authority**

**Secretary to the Department of Environment, Land, Water & Planning**

**DATED: 25 July 2016**

# Extract of EPA Priority Site Register

Page 1 of 2



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 405S EVANS ROAD

SUBURB: LYNDHURST

MUNICIPALITY: CITY OF CASEY

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 129 Reference D7  
Melways 40th Edition, Street Directory, Map 129 Reference D6  
Melways 40th Edition, Street Directory, Map 129 Reference C7  
Melways 40th Edition, Street Directory, Map 129 Reference C6  
Melways 40th Edition, Street Directory, Map 129 Reference C5  
Melways 40th Edition, Street Directory, Map 129 Reference C4  
Melways 40th Edition, Street Directory, Map 129 Reference B6  
Melways 40th Edition, Street Directory, Map 129 Reference B5  
Melways 40th Edition, Street Directory, Map 129 Reference B4

DATE OF SEARCH: 24th July 2016

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 22658087 - 22658087212445  
'931'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

EPA Information Centre  
Herald & Weekly Times Tower  
40 City Road, Southbank 3006  
Tel: (03)9695 2700 Fax: (03)9695 2710

## PROPERTY INFORMATION REQUEST

BUILDING SURVEYING SERVICES  
Building Regulations 2006– Part 326 (1 & 2)

**Search Date: 28 July 2016**



Landata  
PO Box 500  
EAST MELBOURNE VIC 3002

**Certificate Number: CerB/D011235**

**Your Reference: 22658087-013-4**

In response to your request for property information, please find as follows:-

### PROPERTY DETAILS

Property Address	405S Evans Road LYNDHURST VIC 3975
Legal Description	Lot A PS 720123T

### Part 326 (1)

Building particulars under Council records for the last ten years

Building Permit No.	Date Issued	Description of Works	Final/Occ Certificate Issue Date	Occupancy Permit No.

Council has no record of any building permits having been issued within the last 10 years.

- The property **is not** subject to any notices and / or orders or the like under the Building Regulations 2006.

### Part 326 (2)

Land Liable to Flooding prone. Reg 802	<b>YES</b>	Designated land uncontrolled overland drainage. Reg 806	<b>YES</b>
Designated as subject to Attack by Termites. Reg. 803	<b>YES</b>	Designated as subject to Significant Snowfalls. Reg 805	<b>NO</b>
Designated Bushfire Prone areas. Reg 810		Refer to Land Channel website <a href="http://services.land.vic.gov.au/maps/bushfire.jsp">http://services.land.vic.gov.au/maps/bushfire.jsp</a>	
Bushfire Attack Level specified in Planning Scheme Reg. 811		<b>NB: These have not yet been specified in Councils Planning Scheme</b>	

- NOTE:**
- If the above indicates that the allotment is liable to flooding or uncontrolled overland drainage under Building Regulation 802 and/or 806, then an application to Councils Building Department for Report and Consent is required. Note however that this Report and Consent need not be obtained in circumstances where a Planning permit is required for the construction of the building.
  - Requests for information on Planning, Engineering, Drainage and Health Department matters should be referred directly to those departments.
  - The information supplied here is correct as at the above-mentioned date.
  - The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Council Officer Elle Dewacht

Date 28 July 2016

Victoria's Largest and Most Vibrant Municipality

Magid Drive  
PO Box 1000  
Narre Warren Vic 3805

Telephone 03 9705 5200  
Facsimile 03 9704 9544  
Ausdoc DX 30460 Berwick

Email [caseycc@casey.vic.gov.au](mailto:caseycc@casey.vic.gov.au)  
Website [www.casey.vic.gov.au](http://www.casey.vic.gov.au)  
ABN 43 320 295 742



# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / ROBERTSON HYETTS SOLICITORS

**Your Reference:** 466561-269

**Certificate No:** 48859738

**Issue Date:** 21 SEP 2021

**Enquiries:** JX07

**Land Address:** 40 BOLAND DRIVE LYNDHURST VIC 3975

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45481243	320	738417	12016	751	\$0.00

**Vendor:** SOUTH EAST WATER CORPORATION

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SOUTH EAST WATER CORPORATION	2021	\$420,000	\$8,758.94	\$0.00	\$0.00

**Comments:** Land Tax of \$8,758.94 has been assessed for 2021, an amount of \$8,758.94 has been paid.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$420,000

**SITE VALUE:** \$420,000

**AMOUNT PAYABLE:** \$0.00

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

Certificate No: 48859738

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$615.00

Taxable Value = \$420,000

Calculated as \$275 plus ( \$420,000 - \$250,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 48859738

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 48859738

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



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

Reference Number:

13804

## SECTION 1 – Applicant Information

Name of applicant:

MS BRIGET O'CALLAGHAN

Organisation:

LANDATA

Postal address:

GPO BOX 527

MELBOURNE

VIC 3000

Telephone number:

(03) 8636 2464

Email address:

landata.online@delwp.vic.gov.au

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

Subdivisional References (Lot / Plan):

Lot A PS720123T

Crown References:

Title References (Volume / Folio) :

11559/546

Street Address:

405S EVANS ROAD LYNDHURST 3975

Other description:

22658087-023-3

405S EVANS ROAD LYNDHURST 3975

Directory Reference:

129D7 1296D6

Directory:

Melways

## SECTION 3 – Registered Information

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

No

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

Yes

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement exist in relation to any part of the nominated area of land?

No

Signed:



Date: 29/Jul/2016

Kellie Clayton  
Heritage Registrar  
Aboriginal Victoria

## SECTION 4 – Terms & Conditions

### Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Office of Aboriginal Affairs Victoria, an agency of the Department of Premier and Cabinet.

### Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

### Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

### Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

### Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

### Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

### Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

### Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

### Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

### Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

### Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at

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



# AQUAREVO

LYNDHURST



# CONTENTS

1. INTRODUCTION .....	4
1.1 OPERATION OF THE DESIGN GUIDELINES.....	5
1.2 CONSTRUCTION OF YOUR HOME.....	5
1.3 SUMMARY OF WATER AND ENERGY INITIATIVES.....	7
1.4 COMPLIANCE WITH GUIDELINES .....	12
2. APPROVAL PROCESS.....	13
2.1 PROCESS FOR APPROVAL .....	13
2.2 LOTS 300m2 AND GREATER .....	13
2.3 DAP PROCESS.....	14
2.4 PLAN SUBMISSION .....	15
2.5 RE-SUBMISSION .....	15
2.6 APPROVAL.....	15
2.7 BUILDING PERMIT .....	16
2.8 CONSTRUCTION.....	16
3. WATER AND ENERGY REQUIREMENTS.....	17
3.1 WATER SUPPLY.....	18
3.2 RAIN WATER REQUIREMENTS .....	19
3.3 HOT WATER AND RAINWATER TANK INSTALLATION.....	21
3.4 ONE BOX® .....	21
3.5 PRESSURE SEWER .....	22
3.6 ACCESS TO PERSONAL USAGE INFORMATION.....	24
3.7 SOLAR .....	24
4. SITING & ORIENTATION.....	26
4.1 CONSIDERATIONS.....	26
4.2 LAND USE .....	26
4.3 HOUSE ORIENTATION.....	26
4.4 DWELLING ARTICULATION.....	26
4.5 BUILDING ENVELOPES AND SETBACKS .....	27
4.6 BUILDING HEIGHT .....	28
4.7 SLOPE CONSIDERATIONS.....	29
4.8 SITE COVERAGE.....	29
5. BUILT FORM.....	30
5.1 ARCHITECTURAL STYLE .....	30
5.2 MATERIALS AND COLOURS .....	30
5.3 DWELLING SIZE .....	31
5.4 TERRACE AND DUPLEX STYLE DWELLINGS.....	31
5.5 TWO STOREY DWELLINGS.....	31
5.6 CORNER ALLOTMENTS .....	31
5.7 GARAGES .....	31
5.8 OVERSHADOWING .....	32

5.9 PRIVACY AND OVERLOOKING .....	32
5.10 EMISSIONS .....	32
5.11 SUSTAINABLE HOUSES .....	33
6. EXTERNAL CONSIDERATIONS .....	34
6.1 ACCESS AND DRIVEWAYS .....	34
6.2 FENCES .....	34
6.3 LETTERBOXES .....	36
6.4 GENERAL .....	37
6.5 LANDSCAPING AND TREE PROTECTION .....	38
6.6 CONSTRUCTION MANAGEMENT .....	39
6.7 WASTE MANAGEMENT .....	40
6.8 BROADBAND NETWORK.....	40
7. ENVIRODEVELOPMENT.....	42
8. NOTES AND DEFINITIONS.....	43
8.1 NOTES ON RESTRICTIONS .....	43
8.2 GENERAL DEFINITIONS .....	43
8.3 ADDITIONAL DEFINITIONS.....	43
9. BUILDING ENVELOPES.....	45
10. BUILDING ENVELOPE PROFILES .....	46
11. APPENDICES.....	51
APPENDIX A – TYPICAL ARRANGEMENT .....	51
APPENDIX B – TYPICAL ARRANGEMENT.....	52
APPENDIX C – TYPICAL ARRANGEMENT .....	53
APPENDIX D – APA GAS METER PLAN .....	54
APPENDIX E – RESPONSIBILITY SUMMARY .....	55
APPENDIX F – PRESSURE SEWER POD OFFSET .....	56
APPENDIX G - PRESSURE SEWER POD OFFSET.....	57
APPENDIX H – COLORBOND AQUAPLATE TANK COLOURS.....	58

# 1. INTRODUCTION

## **Welcome to Aquarevo**

Villawood Properties and South East Water (SEW) are thrilled to collaborate on Aquarevo, a sustainable housing community that's on track to set a new benchmark for residential living through its integrated approach to water management.

Developing your new home is an exciting time and we hope you enjoy the process.

The principle aim of these Design Guidelines ("Guidelines") is to ensure that all homes at Aquarevo are built to a high standard while encouraging a variety of housing styles which are in harmony with the streetscape.

Each individual house design should contribute to the surrounding environment and to the estate in a positive way. These Guidelines encourage you to construct innovative and appropriate designs that address sustainability features and present a cohesive residential image for the estate.

The Guidelines will also assist in providing you with peace of mind that your investment will be enhanced in the future, guarding against inappropriate development that may detract from the attractiveness or value of the estate.

## **On target to become Australia's most water efficient urban housing development**

Aquarevo will be an exemplary residential development that demonstrates the principles of integrated water cycle management and energy efficiency in a suburban context.

The aim of Aquarevo is to integrate water sources like rainwater and recycled water into each home to minimise demand on the city's drinking water supply; to better support the environment during storm events; and allow you to monitor water use in your home.

Sustainable energy production and consumption is a major focus for Aquarevo where all residents in the estate will be required to install a minimum of 3kW solar system. In addition, each home will be future proofed for future battery storage to ensure that your home can utilise solar power as an all-day resource.

## **These systems will be mandatory for all residences.**

To complement the Guidelines, we encourage homes to be built with the benefit of Villawood Properties' Green Savings Calculator and Positive Change initiative.

The Green Savings Calculator is a helpful online tool for those who are looking to build a new home and offers a useful and cost-effective tool to help you save water, energy and money.

To learn more about the Positive Change program and ideas you can incorporate into your new home, please visit our website: [www.villawoodpositivechange.com.au](http://www.villawoodpositivechange.com.au).

In addition to the above Aquarevo is an 'EnviroDevelopment' project and to see how these sustainable initiatives have been incorporated into your new home please refer to page 40 or visit [www.envirodevelopment.com.au](http://www.envirodevelopment.com.au).

We hope you will see the value in these Guidelines for Aquarevo and we look forward to working with you throughout the exciting process of making Aquarevo your home.

## 1.1 OPERATION OF THE DESIGN GUIDELINES

The Design Assessment Panel (“DAP”) will be formed to oversee the implementation of the Guidelines. It will comprise an architect and a representative from Villawood Properties. The makeup of the panel may be varied. However, the panel will always include at least one architect.

All proposed building works including houses, garages, outbuildings and fencing shall be approved by the DAP prior to seeking a planning permit (if required) and a building permit.

Swimming pools do not require DAP approval; however specific requirements exist where SEW should be contacted prior to building.

In considering designs, the DAP may exercise discretion to waive or relax a requirement. The Guidelines are subject to change by the developer at any time without notice. All decisions regarding these Guidelines are at the discretion of the DAP.

Preliminary designs and enquiries are welcome to ensure compliance with your guidelines and it is recommended that you provide a copy of the design guidelines to your builder at the earliest possible time.

## 1.2 CONSTRUCTION OF YOUR HOME

Incomplete building works must not be left for more than three months without work being carried out and all building works must be completed within 12 months of starting.







### 1.3 SUMMARY OF WATER AND ENERGY INITIATIVES

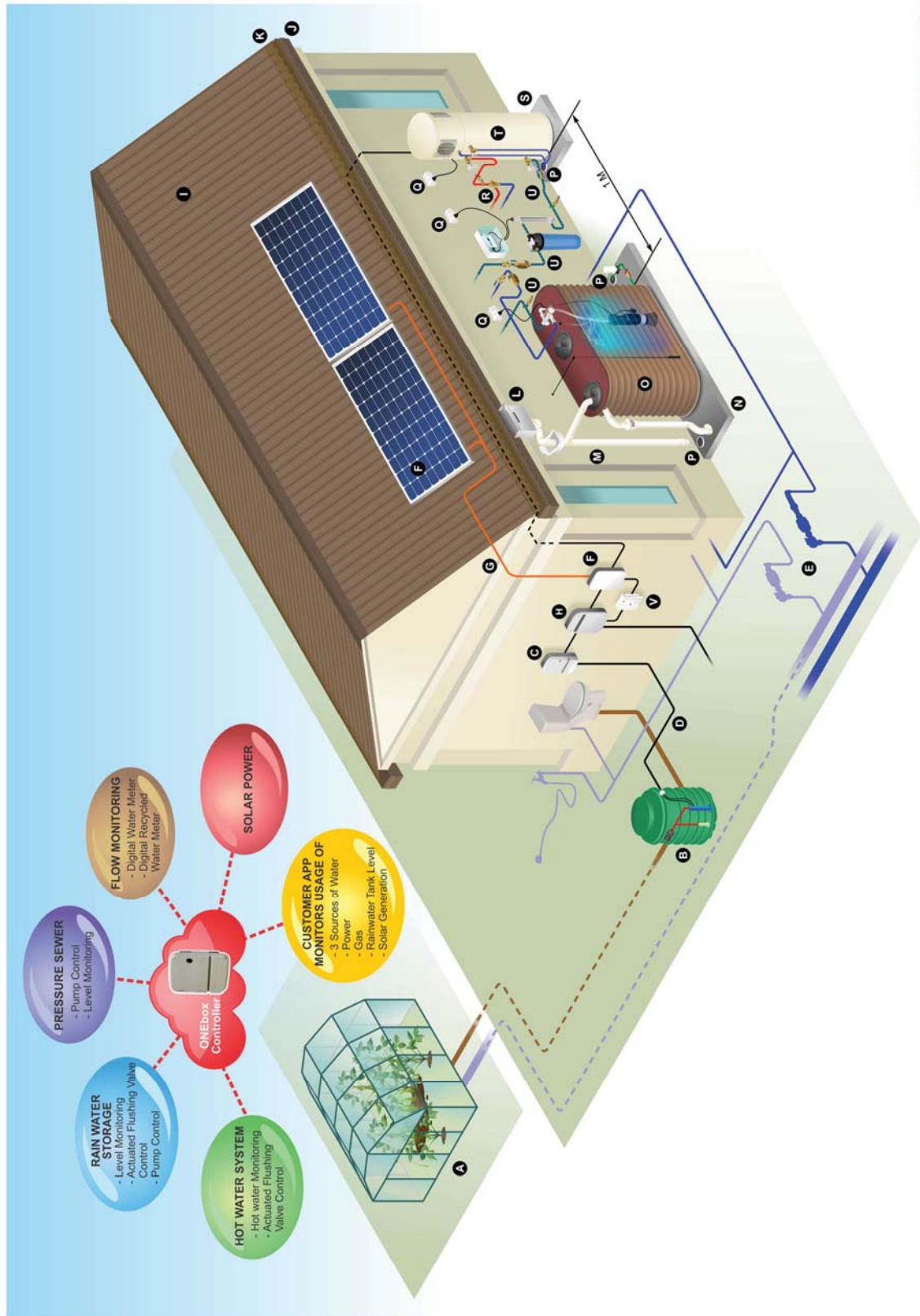


Figure 2. Water and energy initiatives

**Table 1. Build Process Order including Water and Energy Initiatives**

Please note that the key phases of construction are shown **bold**.

Order of Work	Item Ref. Fig.2	Component	Works By	Action	Outcome
1		Builder Design Assistance  House plan pre-DAP approval	Builder Designer, SEW & Design Assessment Panel (DAP)	Builder House Designer submits, to the DAP, initial house design which considers various Aquarevo initiatives. <b>Note</b> please refer to the project Builder Portal for the pre-DAP approval checklist for detail on what is to be shown on plans for pre-approval. DAP carries out an initial review and forwards design to SEW to review roof/rainwater catchment design. SEW reply with comments to DAP within 2 business days. Builder Designer revises design, considering SEW feedback on roof catchment design and DAP comments, and re-submits to the DAP for approval. DAP approves plan and forwards it to SEW.	DAP return comments to builder for Builder Designer to review within 2 business days of receipt of house design.
2		<b>Formal DAP house design approval</b>	Builder Designer, DAP & SEW	Builder Designer submits, to the DAP, detailed house design as required by the DGL's to permit building works. Plans to consider various Aquarevo initiatives as outlined within this document including detail on the following; <ul style="list-style-type: none"> <li>• type of roof (tile or steel)</li> <li>• roof catchment area (square metres)</li> <li>• type, size (cross sectional area in mm) and manufacturers of gutters</li> <li>• colour of rainwater tank</li> <li>• location of gutter stop weirs</li> </ul> Plans to be reviewed by DAP in conjunction with SEW. DAP approved plans to be forwarded to SEW upon approval.	SEW initiate stock control required for SEW to install equipment during the build.
3		Single Residential Connection Plumbing Application	Builder & SEW	Builder makes application via SEW Property Connect as per typical house build and include payment of relevant application fees. SEW process application.	SEW issues consent within 5 business days – subject to lot title release.
4	E	Dry Tapping Request / Installations	Builder & SEW	Builder applies via SEW Property Connect - if not requested as part of the Single Residential Connection Plumbing Application (as above). Ensuring water meters will be clear of driveways and other paving.	SEW installs dry tapplings within 5 business days and arranges a Pre-Construction Meeting with builder at a mutually agreed time.
5		Pre-Construction Meeting & Material Delivery	Builder, Builders Plumbers, Builders Electrician & SEW	Builder attends (until confident with process & procedures) and arranges for sanitary plumber, roof plumber and electrician to also attend. SEW Aquarevo Project Manager, Plumbing Works Coordinator, Priority Plumbing Coordinator and Commissioning Engineer to also attend. Builder's plumber confirms that the invert level for connection to the pressure sewer (800mm) is achievable. Builder confirms timing and delivery instructions of SEW provided materials (shown below). Materials for Single Storey Home: <ul style="list-style-type: none"> <li>• Gutter Guard</li> <li>• Gas Sub/Check Meter(s) – if required</li> </ul> Additional Materials for Double Storey Home: <ul style="list-style-type: none"> <li>• 100mm Downpipe</li> <li>• 2 No. 100mm x 90 degree bends</li> <li>• 2 No. Standoff Clips</li> </ul>	Meeting held or if not required, builder has contacted SEW to arrange material delivery. SEW send materials to an agreed location and at an agreed time. Builder takes delivery of materials to install as required.

6	Not Shown	Battery System Location Car Charging Point	Builder Designer	Builder Designer allows (at minimum) a 800mm wide x 1500mm high space next to the solar inverter for possible future battery system installation. Note This includes a provisional location for battery storage, relevant conduits for connection to the Solar PV system and inverter and the OneBox® system in the future. Every home needs to provide appropriate provisions in the garage for future car charging points. This includes electrical conduits and an identified location for a future car charging point on plans.	Battery provider is given clearance required for possible future battery system installation.
7	Not Shown	Main Gas Meter (if gas is to be supplied)	Builder, Builder Designer, SEW & Gas Supplier	Builder provides (capacity/MJ rating) as part of request for "pulse capable" main gas meter" from Gas Supplier at time of service request and pays cost of standard gas meter. SEW bears the additional cost of "pulse capability". Builder Designer shows main gas meter to be proximate to OneBox® in accordance with APA Drawing Option 2 Version B (see Appendix D). Builder contacts gas supplier to arrange installation (after Building @ Lock Up Stage) of the main gas meter with clearances to any ignition source as per Gas Supplier standards.	Gas Supplier is notified by the builder to install a "pulse capable" main gas meter at an agreed time (after Building @ Lock Up Stage)
8	Not Shown	Gas (sub/check) meter(s) (if gas is to be supplied)	Builder Designer, Builder Plumber & SEW	Builder Designer shows sub/check gas meter(s) proximate to areas within the home where gas will service major gas appliances (continuous flow hot water unit(s), hydronic and/or ducted heating). SEW supplies "pulse capable" sub/check gas meter(s) as arranged at Pre-Construction.	Builders Plumber is issued with "pulse capable" sub/check gas meter(s) as per SEW provided materials.
9	N	Rainwater Tank Slab 780mm wide x 2100mm long x 100mm high	Builder	Builder installs concrete slab using SEW design plans (version C) for dimensions. Slab to finish 50mm above proposed finished ground level.	Concrete Slab is available for Rainwater Tank install.
10	S	Heat Pump Hot Water Unit Slab 780mm wide x 780mm long x 100mm high	Builder	Builder installs concrete slab using SEW design plans (version C) for dimensions. Slab to finish 50mm above proposed finished ground level. Note: Concrete slabs (rainwater tank & heat pump hot water unit) need to be separate slabs to allow for stormwater drainage.	Concrete Slab is available for Heat Pump Hot Water Unit install.
11	P	Stormwater Connection Points	Builders Plumber	Builders Plumber supplies and installs 3 connection points at: 1. Actuating Valve (Rainwater tank overflow) 2. Pressure & Temporary Relief Valve & Condensate Line 3. First Flush Referring to SEW design plans (version E).	Stormwater connection points installed.
12		<b>Drinking &amp; Recycled Water Lead-In Inspection</b>	Builders Plumber & SEW Inspector	Builder's Plumber requests Drinking & Recycled Water Lead-In Inspection via SEW Property Connect. Builder's plumber is not required to attend inspection.	SEW schedules and carries out inspection. Should any rectification works be required, they are to be completed by the builder's plumber prior to commissioning stage.
13	Not Shown	Electrical Requirements for OneBox®	SEW Electrician	SEW Electrician to supply and install a 20Amp circuit breaker and connection cable to the pre-determined location of the OneBox® (refer to Item C - OneBox®).	Cables will be grouped into a conduit and attached to the studs of the wall.
14	Q	Electrical Requirements for Rainwater to hot water components	Builders Electrician	Builders Electrician supplies and installs 3 separate circuit single external General Purpose Outlets (GPO's) to service the Rainwater Tank Pump, UV Water Treatment system and the Hot water unit as per SEW design plans (version C).	3 separate circuit single external GPO's are installed.
15	V	Electrical Requirements for Mondo™Ubj™	Builders Designer & SEW Electrician	Builder's Designer to show location of the Mondo™Ubj™ on plans proximate to electrical meter box. SEW Electrician supplies and installs a 6Amp circuit breaker, current transformers and	Cables will be ready for connection to Mondo™Ubj™.



				electrical cable to the pre-determined location of the Mondo™Ubi™. SEW Electrician to commission the Mondo™Ubi™ control system. Where a PV inverter is installed, SEW Electrician to install a communications cable (RS485 or C-Bus) between inverter and Mondo™Ubi™.	
16	H	Electrical Meter Box	Builders Electrician	Builder's Electrician supplies and installs at a minimum height of 1.2m from the bottom of the meter box to finished ground level.	Electrical meter box is installed.
17	F	Solar Panels & Inverter	Builder, Builders Designer & Solar Supplier	Builder's Designer to show location of solar panels and inverter on plans. Builder to either supply or arrange with owners preferred Solar Supplier. PV System needs to be a minimum of 3kW. Builder/Solar Supplier to ensure PV system and inverter is compatible with Mondo™Ubi™ Builder/Solar Supplier to ensure inverter has a set of dry contacts capable of interfacing with external devices eg. Heat Pump hot water unit and Mondo™Ubi™	Solar Panels and inverter are installed by Builder or Owner preferred Solar Supplier with dry contacts available for connection to other external devices.
18	G	Conduits & Cables from Solar Panels to the Inverter	Solar Supplier	Solar Supplier installs 2 x 25mm HD conduits and cables including sweep bends between roof and inverter location.	Connection is made between the solar panels and the inverter.
19	Shown as solid line	Mondo™Ubi™ Conduits	Builders Designer & SEW Electrician	Builder's Designer to show on plans. SEW Electrician to install 2 x 25mm MD conduits (power and data) between Mondo™Ubi™ location and electrical meter box.	Mondo™Ubi™ is connected for monitoring power and providing feedback data.
20	I	AS4020 Compliant Roof Material	Builder	Builder to supply and install AS4020 compliant roof.	Roof installed.
21	J	Roof Gutters	Builders Plumber	Builder's Plumber to supply and install.	Roof Gutters installed.
22	K	Gutter Guard	Builders Plumber	SEW supply gutter guard as arranged at Pre-Construction. Builders Plumber to install gutter guard and internal gutter stop weirs to isolate the gutters servicing the rainwater catchment area (Minimum of 100m2) from the remainder of the roof area.	Gutter Guard installed over roof catchment area.
23	L	Rain Head 400mm x 300mm x 250mm with 100mm pop	Builders Plumber	Builder's Plumber to supply and install rain head with appropriately sized overflow to service the rainwater tank.	Rain Head and overflow installed to location shown on house design.
24	M	Downpipe (100mm) as required for Rainwater to Hot Water Tank	SEW Plumber, Builder & Builders Plumber	Single Storey Homes: SEW Plumber supplies and installs 100mm UPVC downpipe. Two Storey Homes: SEW supplies 100mm UPVC (AS4020 compliant) downpipe, bends & clips to Builder as arranged at Pre-Construction. Builder's Plumber to install downpipe, bends & clips between rain head/100mm downpipe outlet and top of rainwater tank, (2m above ground level). Builder to arrange for exposed sections to be painted at time scaffold is in place to ensure OH&S issues are avoided.	Downpipe installed and any exposed sections arranged to be painted.
25		<b>Rough-In of:</b> a) drinking & rainwater/ hot water b) gas pipes & fittings c) electrical	Builder / Builders Plumber & SEW Electrician	Builder to provide SEW 5 full business days notification by calling 1800 337 775 or e-mailing <a href="mailto:aquarevo@sew.com.au">aquarevo@sew.com.au</a> to have SEW Electrician provide electrical data cabling (including inverter location to heat pump location and Mondo™Ubi™ location to electrical meter box) for future connection. Builder's Plumber to supply and install all internal hot, drinking and recycled water pipework and fittings to fixtures. Hot water, drinking water and rainwater connection points are to be installed as part of SEW design plan (version C).	SEW installs electrical cable Rough-In for SEW supplied systems within 5 full business days of notification. Builder's Plumber installs all water and gas pipework to Rough-In stage.

				<p>Independent hot water lines from heat pump unit are to be installed to service showers (@ 7 litres per minute), bath(s), laundry trough and washing machine. Must be solid jacketed red pipe and include pipe labels "Rainwater" to the pipework every 300mm.</p> <p>Pipework to and from the "builder supplied" hot water unit is to be in accordance with AS/NZS3500.</p> <p>Builder's Plumber to install gas pipes and fittings to all gas fixtures, including up stand connection points to gas sub/check meters.</p>	
26		<b>Plumbing Rough-In Inspection</b>	Builders Plumber & SEW Inspector	Builders Plumber requests the Plumbing Rough-In Inspection via SEW Property Connect, allowing 2 full business days for SEW to inspect. Builder's Plumber is not required to attend inspection.	SEW schedules and carries out inspection of plumbing work within 2 full business days from day requested. Should any rectification works be required, they are to be completed by the Builder's Plumber prior to commissioning stage.
27	B	<b>Building @ Lock Up Stage &amp;</b> Pressure sewer tank (pod) including pressure pump	Builder & SEW Pressure Sewer	<p>Builder notifies SEW of building at Lock Up and confirms the finished ground level by calling 1800 337 775 or e-mailing <a href="mailto:aquarevo@sew.com.au">aquarevo@sew.com.au</a>.</p> <p>Builder ensures clear access to allow installation of the pressure sewer and provides protection of the pod after it is installed.</p> <p>SEW schedule and carry out Pressure Sewer installation to location as per drawing (Appendices F &amp; G), with lid at 50mm above finished ground level, or if not determined, 50mm above footpath level.</p>	SEW schedules and carries out Pressure Sewer installation at a mutually agreed time between the builder and SEW. Builder is responsible to provide protection of the pod from time of installation to handover to customer.
28	If gas is to be supplied to the home	Connection of main gas meter	Builders Plumber	Builders Plumber confirms timing with Gas Supplier for the installation of the gas service pipe and "pulse capable" main gas meter.	Service pipe and "pulse capable" main gas meter is installed.
29	If gas is to be supplied to the home	Gas sub/check meter(s) pipework assemblies	Builders Plumber	SEW has supplied "pulse capable" sub/check gas meter(s) as arranged at Pre-Construction. Builders Plumber installs gas meter assemblies and fits gas sub/check meter(s) to each to service the major gas appliances (hot water & heating).	Sub/check "pulse capable" gas meters are installed at each major gas fixture location.
30	Not Shown	Connection of sanitary drains to Pressure Sewer Pod	Builders Plumber	Builders Plumber connects the internal sanitary drain to the pressure sewer pod. Builders Plumber provides SEW with an updated property service plan.	Connection is made to an invert level not exceeding 800mm. SEW receives updated property service plan.
31	U,O,R & T  C	<b>Practical Completion Notification</b>  Filtration System, Rainwater Tank, Tempering Valve and Heat Pump Hot Water Unit  OneBox® & Data Connections  <b>Plumbing Commissioning Inspection</b>	Builder, SEW Plumbers, Electrician and Inspector	<p>Builder provides 10 full business days notification to SEW of proposed Practical Completion date by calling 1800 337 775 or e-mailing <a href="mailto:aquarevo@sew.com.au">aquarevo@sew.com.au</a> to enable SEW install and commissioning of items (U,O,R,T &amp; C) and scheduling of Plumbing Commissioning Inspection (Builder's plumber not required to attend). SEW supplies and fits rainwater labels to tap outlets where rainwater is to be used.</p> <p>Builder to carry out any rectification works required from previous SEW inspections by the Practical Completion date.</p>	SEW schedules, installs and commissions items (U,O,R,T & C), rainwater labels fitted to tap outlets and carry out Plumbing Commissioning Inspection within 10 days of the Builder notification and prior to the notified Practical Completion date. Builder has completed any rectification works, if required.

32	TBA	Individual Hot Water Unit for kitchen sinks/bars and basins	Builder & Builder's Plumber	Builder's Plumber supplies and installs secondary hot water unit along with all other required connections, pipework, tapware and associated fittings as per site plans and in accordance with appropriate plumbing & electrical standards. Builder forms agreement with the owner confirming the location (not to be visible from the street) and size/capacity of unit.	Hot water unit (size, capacity and location agreed by owner) supplying kitchen sinks/bars and basins is installed.
33		<b>Handover to Customer</b>	SEW	SEW schedule a session with the customer to provide information around viewing water, power and gas usage data, ongoing maintenance information, troubleshooting, rainwater usage areas and SEW contact details.	SEW have explained to the customer the initiatives, usage data access and maintenance requirements. SEW have supplied contact details to customer for any troubleshooting. SEW explain to customer where rainwater will be used rainwater labels have been fitted to these tap outlets at commissioning.
34		Compliance Certificate (Plumbing & Electrical)	SEW Plumber & Electrician	SEW Plumbing & Electrical Contractors supply builder with VBA Certificate of Compliance for SEW plumbing and electrical works.	Builder receives Certificate of Compliance for SEW plumbing and electrical works.
35	A	Water Recycling Plant	SEW	SEW arranges construction of Water Recycling Plant at a pre-determined location within final stage of estate.	Water Recycling Plant is operational to service the estate at expected timing of 2020.

All the individual components (labelled U) required to connect rainwater to the heat pump/continuous flow hot water unit are to be supplied and installed by SEW.

Please refer to Figure 2 above for a visual representation of the components/elements outlined above.

#### 1.4 COMPLIANCE WITH GUIDELINES

These Design Guidelines are mandatory. The Contract of Sale entered into, between you and South East Water for your purchase of a lot in Aquarevo requires that you comply with these Design Guidelines. In addition, the restrictive covenant contained in the Plan of Subdivision requires that every owner of a lot in Aquarevo complies with the Design Guidelines at all times.

## 2. APPROVAL PROCESS

### 2.1 PROCESS FOR APPROVAL

The process for approval of your house design depends on the size of your lot and the details for your proposed house design.

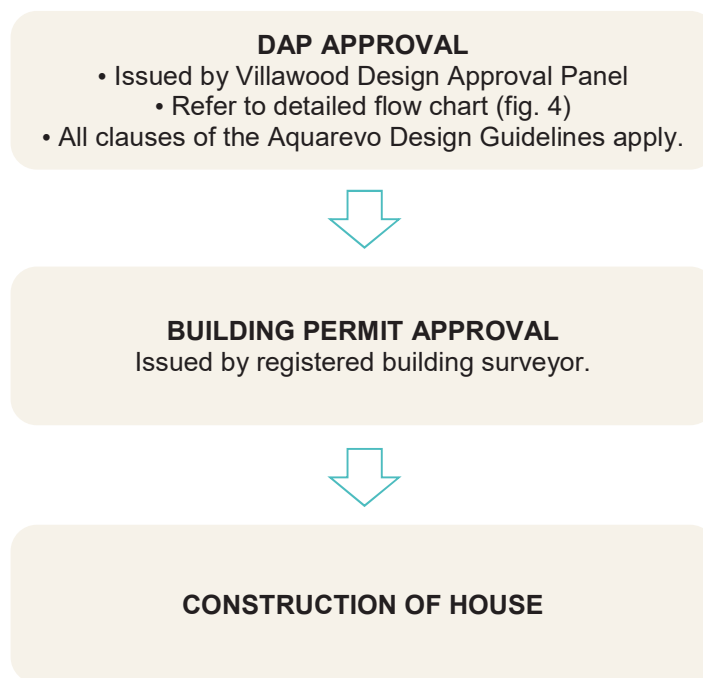
**All documents are to be lodged via the Villawood Properties Builders Portal, accessed by visiting [www.villawoodproperties.com.au](http://www.villawoodproperties.com.au)**  
**General enquiries should be directed direct to the DAP via email: [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au) or phone 9853 3513.**

Building envelopes are provided for lots greater than 300 square metres (m<sup>2</sup>). For lots less than 300 square metres (m<sup>2</sup>) a specific planning permit must be obtained from the City of Casey prior to the application to the DAP.

### 2.2 LOTS 300M2 AND GREATER

If your lot is 300m<sup>2</sup> or greater in size, then the following approvals process applies:

**Figure 3. Approval process for lots greater than 300m<sup>2</sup>**





## 2.3 DAP PROCESS

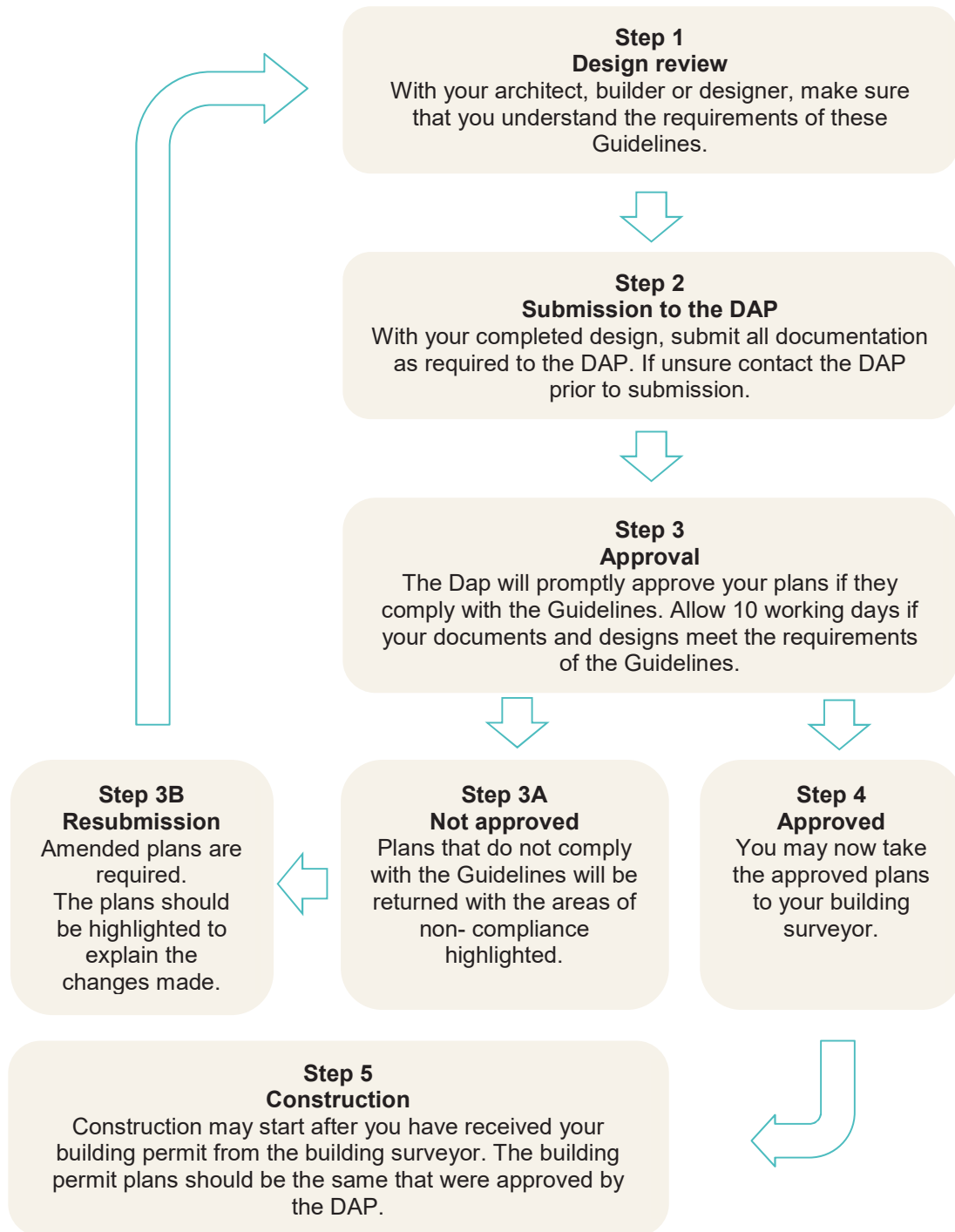


Figure 4. DAP approval process



## 2.4 PLAN SUBMISSION

After reviewing and understanding these Guidelines, including discussing the Guidelines with your architect, builder and/or building designer, you will need to submit the following to the DAP.

**Provide PDF copies in A4 or A3 format to the DAP for approval as follows:**

- Site plan (1:200 scale) showing:
  - setbacks from all boundaries
  - Building envelope
  - Existing contours
  - Proposed finished floor levels and site levels
  - External features including driveways, paths, fencing and outbuildings
  - Landscaping.
- House floor plans (1:100 scale)
- Elevations from four sides (1:100 scale)
- All water and energy initiatives clearly labelled (refer to Table 1 and Section 1.3 Summary of Water and Energy Initiatives).
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)
- A Statement outlining how the requirements of 5.10 – Emissions and 5.11 Sustainable Houses are being achieved
- Detail on Solar system including size, inverter brand and panel supplier (Tier 1 required)
- Detail on roof type and roof catchment area
- Detail on Type, Size (cross sectional area in mm) and manufacturers of gutters
- Nominate preferred colour of rainwater tank
- Details on the location of gutter stop weirs
- **Note: do not include internal fit-out details such as kitchens, electrical plans etc.**

Submit all information via the Builders Portal on the Villawood Properties website:

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

**All enquiries should be directed to  
AQUAREVO DESIGN ASSESSMENT PANEL  
c/- [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)  
or telephone 03 9853 3513**

## 2.5 RE-SUBMISSION

Plans that do not comply with the Guidelines will be returned with the areas of non-compliance highlighted. Amended plans need to be resubmitted for approval.

Any alterations made to the resubmission other than the initial non-compliance should also be highlighted on the plans or an accompanying letter.

## 2.6 APPROVAL

The DAP will promptly approve plans that comply with the requirements of these Guidelines. Allow approximately 10 working days for approval.

## 2.7 BUILDING PERMIT

After approval from the DAP, you must then obtain a Building Permit from the Council or a private building surveyor.

**Note:** Design approval from the DAP does not exempt the plans from any building or statutory regulations other than the regulations that are superseded by the approved building envelopes and approved profile diagrams.

Approval must be obtained from the relevant authorities for building permits, build over easements and connections etc.

Report and consents cannot be requested for regulations that are covered under the approved building envelopes.

Approval by the DAP does not infer compliance under the Building Code of Australia, Rescode and other applicable planning or building regulations.

## 2.8 CONSTRUCTION

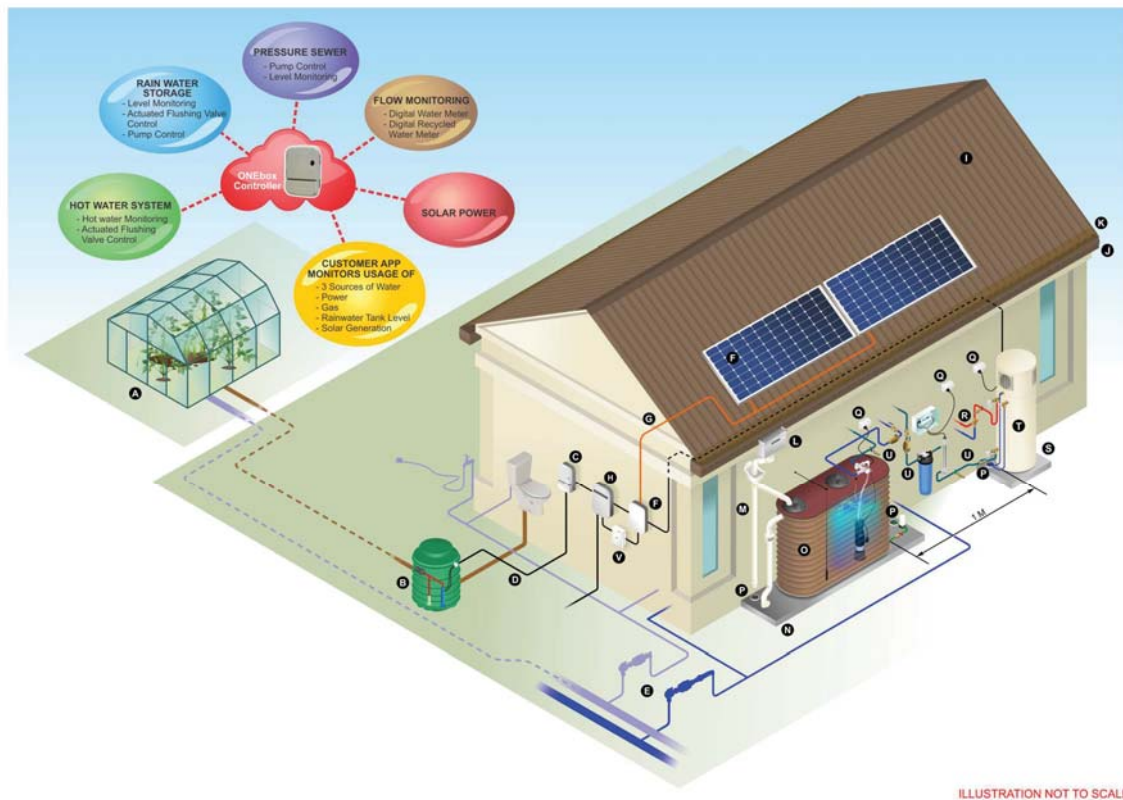
Once a building permit has been obtained, construction of your house may begin.

### 3. WATER AND ENERGY REQUIREMENTS

All homes in the Aquarevo estate will be afforded with sustainability initiatives that will be the first of their type within a new urban residential development. Integrated water, sewer and energy systems are expected to afford savings in water usage, energy consumption and waste.

These Design Guidelines govern the establishment and installation of these initiatives. The ongoing responsibility for initiatives relating to water and sewerage will be stipulated within the South East Water 'Conditions of Connection' in accordance with the Water Act 1989.

Use and operation of the solar panels will be governed by your agreement with the supplier selected by you or your builder. For use of the mobile device app (refer to Section 3.6 Aquarevo Mobile Device App) you must agree to the terms and conditions when you download the app.



**Figure 5. Water and energy initiatives**

Refer to Section 1.3 for individual components.

Homes at Aquarevo must achieve a minimum 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System if legislated by the building regulations. An energy rating certificate will not be required prior to DAP approval. However, a certificate will be required prior to obtaining a building permit.



### 3.1 WATER SUPPLY

Aquarevo homes will be supplied with three types of water. Each has been specifically chosen for its intended use, to reduce reliance on drinking water to supply the home:

1. **Drinking water** as that supplied throughout metropolitan Melbourne is recommended for all drinking and food preparation. Hot and cold drinking water will be supplied to the sinks (kitchen and bars), basins and dishwasher. Cold drinking water will be supplied to the fridges, laundry trough, clothes washing machine and to the front yard tap. Cold drinking water supply to the back-yard taps is optional. A second hot water unit (separate to the one installed by South East Water) is required to isolate the hot water supplied to the drinking and food preparation areas of the home. This will be installed by your builder and it will be the home owner's responsibility for the unit's ongoing maintenance (or replacement if/when necessary).
2. **Class A recycled water.** Waste from all Aquarevo homes will be sent to an on-site Water Recycling Plant (once constructed) and returned as Class A recycled water for use in the garden, toilet and as cold water in the washing machine. Class A recycled water is wastewater treated to a Class A standard; in keeping with the guidelines set by the Department of Health and Human Services and the Environment Protection Authority. Recycled water taps will be coloured purple as is a standard across Australia. Aquarevo homes will have two water meters at the front boundary of the property: one for drinking water and one for Class A recycled water. Class A recycled water will be supplied from a different source until the on-site Water Recycling Plant is operational.
3. **Rainwater** will be captured from the roof before being screened, filtered and treated using a high-tech rain to hot water system, supplied and installed by South East Water. This treated rainwater will be used for non-drinking purposes and will supply hot water to taps in the bath, shower, laundry trough and washing machine. Identification labels clearly identifying the source as rainwater are to be placed on each of these tap outlets.

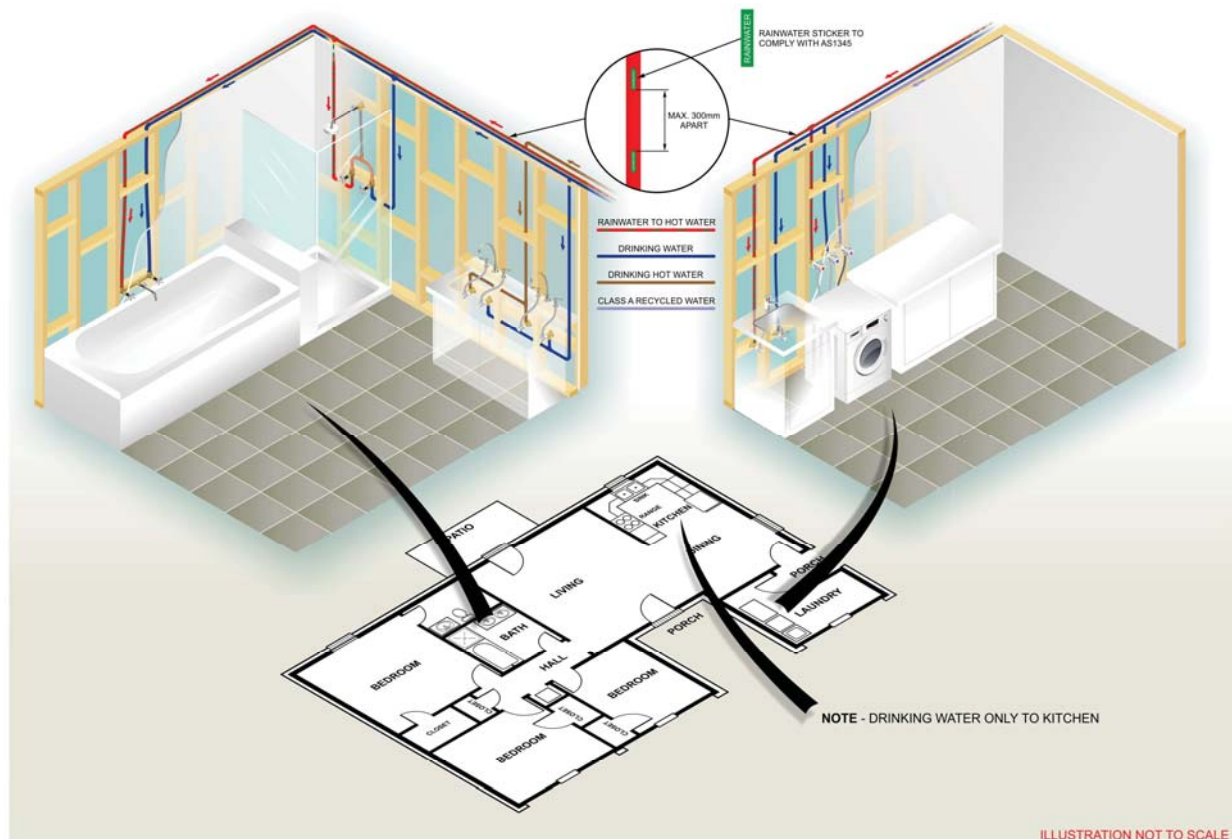


Figure 6. Sources of water.

Rainwater tanks, of a minimum size of 2400 litres, will be supplied, installed (above ground) and maintained by SEW. A gutter guard, gutter stops, leaf diverter and first flush system will be installed. These items will be supplied by SEW, and with the exception of the gutter guard and gutter stops, installed by SEW.

The rainwater will be treated via a water filter and ultraviolet water treatment device prior to entering the hot water system. The rainwater will then be heated to above 60 degrees Celsius and delivered to all hot water taps in your house, excepting the kitchen and vanities.

When rainwater is not available, a backup drinking water supply will automatically activate to ensure an uninterrupted supply of water to your hot water system.

## 3.2 RAIN WATER REQUIREMENTS

### *Rainwater tank*

- To be shown on Site Plans inside property boundary
- Concrete slab to be provided by the builder (shown on plans)
- To comply with all relevant SEW plans (Refer Figure 7 and Appendices A-D)
- Electrical connection points provided for rainwater tank and treatment system
- Stormwater connections provided for rainwater tank.
- Colour to be nominated by the purchaser (refer to colour chart at Appendix H)

### *Hot Water System (non-drinking for bathing – showers & baths, laundry trough and washing machine)*

- To be shown on Site Plans inside property boundary
- Concrete base to be provided by the builder (shown on plans where applicable)
- To comply with all relevant, SEW plans (see previous slides)
- Electrical connection points for rainwater to hot water installation (Refer Figure 7 and Appendices A-D)
- Stormwater connection for hot water Pressure Temperature Relief (PTR) valve drain and condensate drain.
- Positioning of tempering valve. Plumber to ensure compliance with AS/NZS3500
- Minimise lateral hot water lines between hot water tank and hot water fixtures.
- Solid jacketed red pipes, with green rainwater stickers shown every 300mm.

### *Roof Design*

- The extent of roof catchment area is to be maximised for rainwater harvesting, where SEW are targeting a minimum of 100m<sup>2</sup> of roof area (noting the final roof catchment area will be subject to DAP approval).
- Downpipe locations to allow connection to the rainwater tank inlet screen, with the rain head positioned immediately to the side of the rainwater tank and at the opposite end to the filtration/treatment system.
- No uncoated lead flashing to roof
- Avoid sanitary drainage vents and other roof penetrations in the roof catchment area of the rainwater tank
- SEW water supplied gutter guards and stops which will be installed by the builder
- Gutter stops to be supplied and installed by the builder based on the gutter type selected.

### *Siting of water meters*

- To be clear of driveways and paving



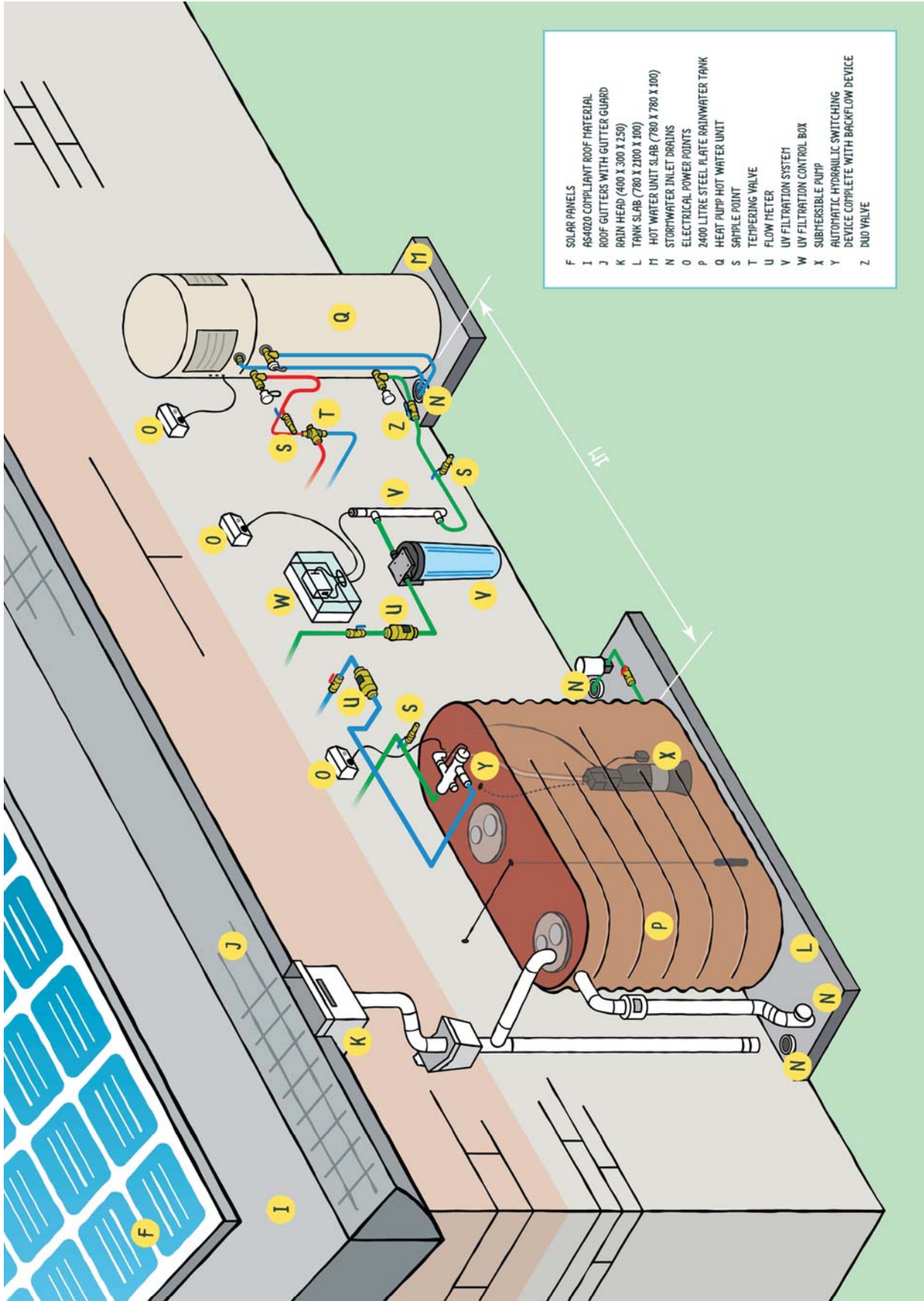


Figure 7. Rainwater to hot water

Please refer to Appendices A-D for a typical arrangement for the SEW rainwater to hot water system.

### 3.3 HOT WATER AND RAINWATER TANK INSTALLATION

South East Water will own, operate and monitor all components of the following water initiatives.

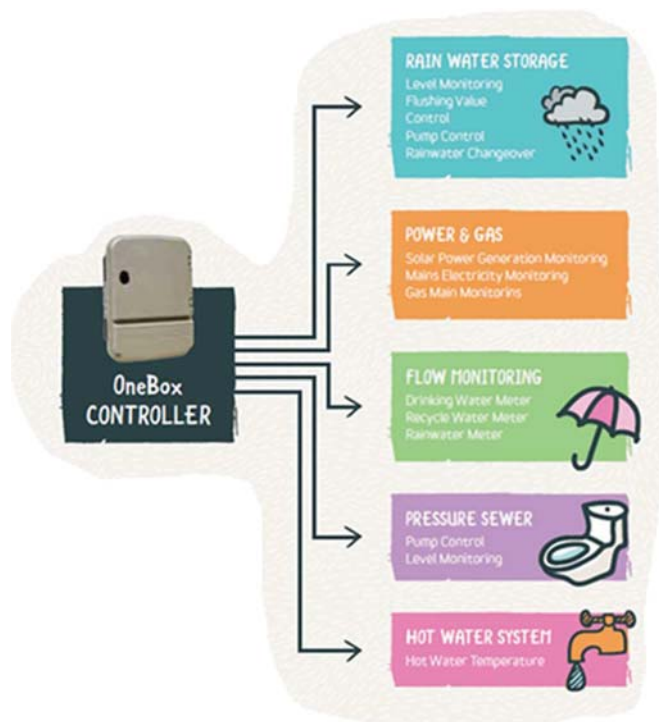
South East Water will maintain all the water initiatives for a period of 10 years and review the ownership after this time. Access rights for South East Water's maintenance work is outlined in the Conditions of Connection.

### 3.4 ONE BOX®

Developed by SEW, OneBox® is a small device that allows network operators to manage and optimise water and wastewater systems remotely – and to respond to problems more quickly (often before you know they exist). The OneBox® system will be supplied and installed by SEW.

In Aquarevo, OneBox® will control most of the water technology in your home – including the pressure sewer and Tank Talk.

Figure 8: OneBox® Controller



#### OneBox® Requirements

- Position of OneBox® to be shown on Site Plan.
- When standing in front of OneBox® the Pressure Sewer Tank/pod must be visible (no more than 12.5m from the tank). Please refer to Figure 9 and appendices A-D.
- To be located at least 500mm away from any gas meters
- To be at least 1.2 metres above the floor level
- Preferred location for the OneBox® is adjacent to the electrical meter box).
- Conduits from OneBox® to water meters, rainwater tank and hot water tank to be provided and included as part of the house design
- 20 Amp Circuit Breaker and cable (as per Section 1.3)

#### Tank Talk

Tank Talk was also developed in-house at South East Water. It collects weather forecast data from the Bureau of Meteorology and 'talks' with OneBox® to have a controlled release of tank water into the stormwater system servicing the wetlands of the estate when heavy rain is due. This means there's always room in the tank to capture new stormwater - reducing overflows onto your property or into the street, and reducing the risk of flooding to local waterways.

### 3.5 PRESSURE SEWER

All Aquarevo homes will be connected to a pressure sewerage system, which consists of a tank unit (pod) and pump located (refer to item B – Table 1) underground on each property. The sewage is pumped from the unit rather than through a gravity system. Refer to Fig. 9 on the following page for a visual representation of the system.

By regulating sewer flows and removing peak volumes from the network, we can use smaller pipes and minimise impact on the environment during installation, maintenance and during storm events.

Aquarevo's pressure sewer will be linked to SEW's sewer monitoring system, making service reminders and maintenance requirements easy to undertake.

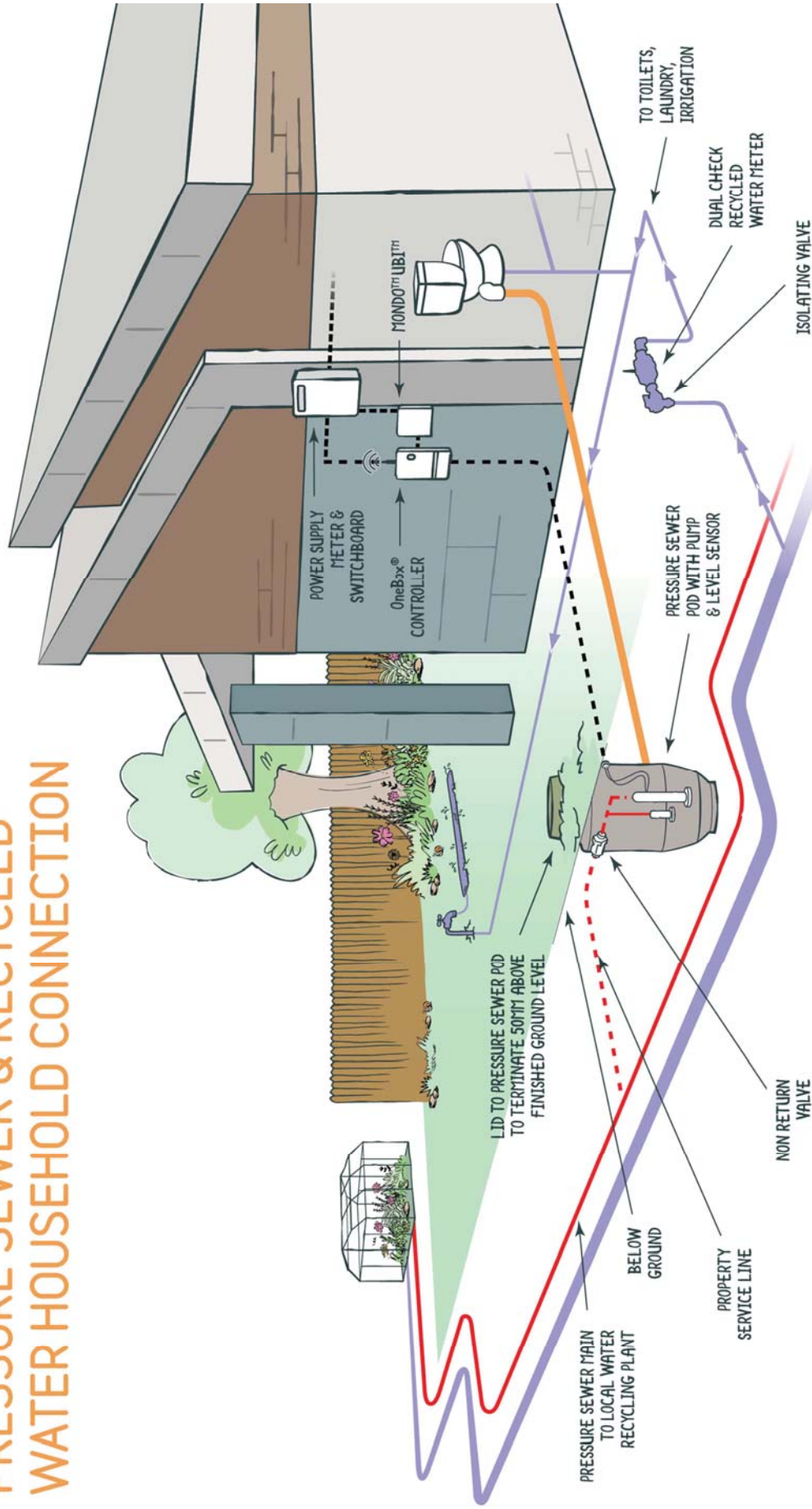
The pressure sewer system including sewer pods will be supplied, installed and maintained by SEW. The sanitary drain connection works from fixtures within the home to the supplied connection point on the pressure sewer tank (pod) are to be carried out by the builder/plumber.

#### *Pressure Sewer Requirements*

- The pre-determined location of the Pressure Sewer Tank to be shown on Site Plans inside property boundary (see typical site plan below and Appendices F) Also refer to the relevant stage engineering plans for the final pod location.
- Depth and connection of pressure sewer to comply with all relevant SEW plans
- An 800mm maximum to invert of the sanitary drain connection to the pod will be provided by South East Water (refer to Appendix F)
- Top of tank (pod) is to be 50mm above ground level or if not determined at lockup stage 50mm above final footpath level
- Landscaping will need to allow for the fixed finish level of the pressure sewer tank (pod).



# PRESSURE SEWER & RECYCLED WATER HOUSEHOLD CONNECTION



\*\*Mondo™ is a trademark of Geomatics Technologies Pty Ltd. The Mondo® package is subject to eligibility criteria, including credit worthiness and terms and conditions. Full terms and conditions available upon request. Information, including pricing current only as at date 12 November 2016 and subject to change without notice. Not an offer or invitation to treat, or in undertaking or guarantee, to make an offer or invitation to treat.

Figure 9. Pressure Sewer Layout

### 3.6 ACCESS TO PERSONAL USAGE INFORMATION

All Aquarevo homes will contain leading edge technology that will enable customers to access near real-time usage information to help them manage and reduce water and energy use. All residents within the Estate will have access to an online portal which will provide timely data on water, gas and energy use. This will help you to manage and reduce your water and energy bills.

### 3.7 SOLAR

A minimum 3kW solar system must be included on each home. This is to be provided by the owner by either:

1. Via your chosen Builder as an inclusion (Villawood Preferred);
2. Owner nominated supplier.

The choice of a solar power provider is at the discretion of the purchaser/builder. Please speak to your builder or an Oliver Hume sales representative about the options available to you.

#### *Solar Power Requirements*

##### **Mondo™Ubi™ Device**

Supplied and installed by South East Water, this device is similar in size to OneBox® and will track and monitor your household's solar power generation as well as household energy consumption (enabling you to modify usage behavior to save money and resources).

The Mondo™Ubi™ Device is to be installed as close as practicable to the solar inverter, noting the device must be installed within 1 meter of the meter box as per Table 1 of the design guidelines.

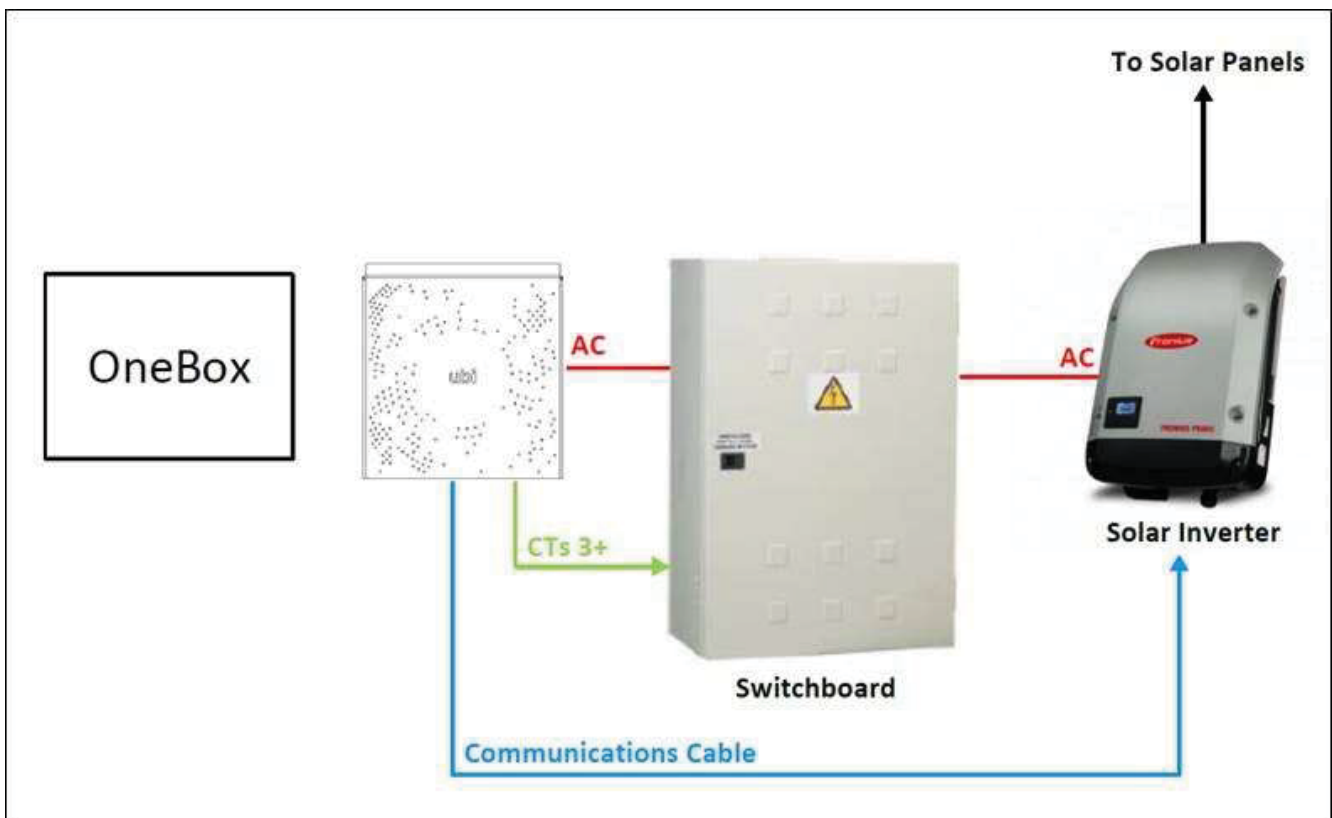


Figure 10: Mondo™Ubi™ connection diagram.

## Solar System

- Minimum 3kW solar panel system to be installed on each home.
- Complete system including: solar panels, mounting frames, inverter, AC isolators and DC isolators as required to comply with applicable Australian Standards (AS4777, AS5033). The solar system shall be provided by the owner and connected to the electrical switchboard.
- The Solar Panels manufacturer is required to be a 'Tier 1' supplier as defined by Bloomberg New Energy Finance
- The inverters must be of high quality and preferred to be a European or Australian made inverter
- To ensure full integration with Ubi solar invertors used should be one of the following suppliers/bands;
  - Fronius
  - Selectronic
  - SolarEdge
  - Sonnen
  - SMA

## Battery storage

- At a minimum provision must be made in the home (as close as practicable to the solar inverter to avoid voltage drop) for future battery storage options. This includes a location for battery storage, relevant conduits for battery storage and connection to the OneBox® system in the future.
- If your solar system is to include a battery please note the following;
  - It is preferred that the battery be made from Lithium Ferrous Phosphate (LFP). This is because there are no heavy metals so the battery is recyclable and has lower impact on the environment and it is considered the safest under State Government guidelines;
  - All Australia laws and certifications need to be met including the new adoption of IEC 62619 from June 2018 which focuses on the safety of battery modules;

## Heat Pump Connection to Solar

The heat pump is fed by grid power, as well as the solar system as an energy source.

## Electric Car Charging Point

Every home needs to provide appropriate provisions in the garage for the inclusion of a future car charging point. This includes electrical conduits and an identified location for a future car charging point on plans.

## Solar panels and roof design

- Ideally, solar panels should be facing as close to true north as possible
- Alternatively, a west installation can see generation occur in the evenings when most residents are at home using electricity.
- The angle that the panels face up to the sky should be between approx. 25 to 30 degrees for optimal system yield.



## 4. SITING & ORIENTATION

### 4.1 CONSIDERATIONS

The siting of your home will be integral in developing the neighbourhood theme within the community. Consideration must be given to:

- Ensuring best visual presentation from the street
- Maximising the benefits of solar access
- Promoting energy efficiency
- Minimising overlooking and over shadowing
- Respecting the privacy and amenity of your neighbours.

### 4.2 LAND USE

One dwelling only is permitted per allotment. Dual occupancy and further subdivision is not permitted. This does not apply to allotments identified by the developer as medium density allotments.

### 4.3 HOUSE ORIENTATION

Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages; this should be verified with the DAP. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum solar efficiency.

### 4.4 DWELLING ARTICULATION

To ensure that dwellings constructed within the community are designed to a high quality contemporary standard, they should be designed so that front and secondary street frontage facades are well articulated. Broad flat surfaces extending greater than six metres shall not be permitted.

Articulation can be achieved through a variety of ways and must incorporate at least one of the following features;

- Use of different materials and textures
- Variable wall setbacks to the front and side street boundaries
- Introduction of verandahs, porticos and pergolas
- Feature gable roof
- Continuation of window style.



Acceptable articulation



No articulation

**Figure 11. Articulation Examples**

## 4.5 BUILDING ENVELOPES AND SETBACKS

### Building envelopes

Building envelopes have been prepared for the lots in each stage at Aquarevo and are contained within the Guidelines. The construction of buildings or associated buildings, including garages, must be contained within the building envelope specified for that allotment in the Guidelines and in accordance with the profile diagrams depicted in the Guidelines.

### Setbacks

The following setbacks for houses and garages must be met.

#### (i) *The front street*

The front street setback is designated on the specified building envelope for each allotment. All houses must be set back from the main street frontage by the minimum distance indicated.

Garages must be located or set back behind the front façade of the home, where all lots greater than 300 m<sup>2</sup> must have garages setback a minimum 5.5 metres from the main street frontage, unless otherwise specified.

#### (ii) *Splayed and curved street frontages*

Unless noted on the plan, the minimum front setback on a splayed or curved corner between two street frontages is on an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.

Front entrances are to be easily accessible from the main street frontage.

#### (iii) *The side boundaries*

The side setback is designated on the specified building envelope for each allotment. A building must be set back from a side boundary not less than the distances specified in the building envelope profiles and shown on the building envelopes by a setback identifier code. Garages may be built to the side boundary if provided for on the building envelope and adjacent buildings allow. The measurements are taken from the natural surface levels to the top of the wall.

#### (iv) *The side street boundary*

The side street setback is designated on the specified building envelope for each allotment.

#### (v) *The rear boundary*

Generally, a rear wall of a building not exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 3 metres, and a rear wall of a building exceeding 3.6 metres in height must be set back from the rear boundary a minimum of 5.5 metres for standard lots. The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side envelope profile as shown in the profile diagrams, or a height limit for a rear setback as dimensioned on the building envelope plan.

#### (vi) *Walls on boundaries*

Unless otherwise noted on the building envelopes, walls and associated parts of a building within 1.0 metre of a boundary are restricted to areas within a Building to Boundary Zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by this building envelope. Total length of walls in the BBZ is limited to 60 per cent of the length of the boundary except for terrace style lots where walls are permitted to the extent of the nominated BBZ.

Within the BBZ, the following applies:

- Only one side may be built to the boundary
- Walls within the Building to Boundary Zone are allowed.
- Carports and verandahs are not permitted to be built to the boundary.
- Maximum height of a wall in the BBZ is restricted to 3.6 metres.
- Walls less than 1.0 metres from the boundary must be within 200 mm of the boundary.

#### **(vii) Encroachments**

**Side, side street and rear:** The following may encroach into the specified setback distances by not more than 600 mm (for the purposes of these guidelines, gutters are not a measured item):

- Porches, eaves, verandahs
- Masonry chimneys
- Screens, but only to the extent needed to protect a neighbouring property from a direct view
  - Water tanks
  - Heating and cooling equipment and other services.

Note; consideration must be given to the various ancillary equipment and the servicing of such equipment.

The following may encroach into the specified setback distances:

- Landings with an area of not more than two square metres and less than 0.8 metres high
- Unroofed stairways, decks and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters.

**Front:** The following may encroach into the specified front street setback distances by no more than 1500 mm (for the purposes of these guidelines, gutters are not a measured item):

- Porches and verandahs to a maximum height of four metres.
- Decks and uncovered landings of not more than two square metres and less than 0.8 metres high from natural ground
- Eaves.

#### **(viii) Edge boundary**

Exemptions relating to side setbacks and relating to siting matters do not apply to an edge boundary.

## **4.6 BUILDING HEIGHT**

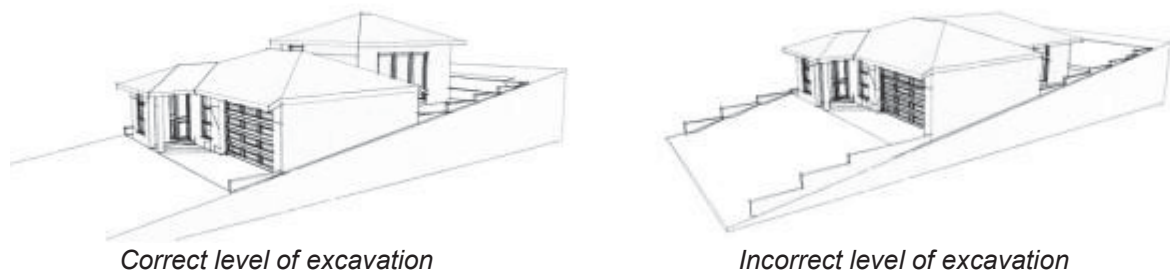
The maximum building height is 9 metres above the natural surface level of the ground directly below it. A maximum rise of two storeys is permitted.

For the purpose of the Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed. Sloping sites which may allow additional built area under the ground floor level will be considered and may be approved depending upon overall design and setback requirements. Large bulk excavations or high retaining walls are not permitted. For the purpose of these Guidelines retaining walls greater than one metre are considered excessive.

Regulation 75 is superseded by this guideline.

## 4.7 SLOPE CONSIDERATIONS

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Aquarevo. Split level designs, for example, can be designed to follow the fall of the land and avoid unsightly and expensive earthworks that scar the natural landscape.



**Figure 12. Example on Levels**

Unsightly cut or fill should be avoided and limited to 1.0m in depth. Landscaped terraces are preferred as per below with engineer-designed retaining walls.

## 4.8 SITE COVERAGE

Unless otherwise specified in the notations to the building envelopes as they apply to particular allotments, buildings must not occupy more than 60 per cent of the lot.

In calculating site coverage, eaves, fascia and gutters not exceeding 600 mm in total width, and unroofed swimming pools, terraces, patios, decks and pergolas should be disregarded. Roofed areas of terraces, patios, decks and pergolas are to be included in overall calculations.

Please be aware of the building regulations with regards to timber framed structures such as pergolas, verandahs and decks. Refer to VBA's ['Minimum setback for decks' information sheet](#).

Those lots noted accordingly in the building envelopes may have maximum permitted site coverage of 70 per cent but must have a private open space area that measures 25m<sup>2</sup> with a minimum dimension of 3 metres in width.

Regulation 76 is superseded by this guideline.



## 5. BUILT FORM

### 5.1 ARCHITECTURAL STYLE

At Aquarevo, high standards of house design will be required and a variety of styles are encouraged. Designs should be responsive to the individual attributes of the lot, having regard to any slope or vegetation. Designs that break the front of the dwelling into distinct visual elements will be supported.

The inclusion of projections integral to the design and style of the dwellings such as verandahs are encouraged. Further enhancement can be achieved through the use of detail and shade in the form of pergolas and extended eaves.

Houses with identical facades may not be constructed in close proximity and identical houses must be separated by a minimum of five houses in any direction. This will only be permitted where lots are less than 300 sq. m and are located next to each other, but do not share a common street frontage. The appearance of dwellings should provide a degree of richness and variety ensuring the creation of pleasant, interesting streetscapes.

Houses which have long uninterrupted expanses of wall should be avoided. Features, which may detract from the appearance of a house from the street, including small windows, obscure glass, window security shields, canvas and metal awnings, will be discouraged.

### 5.2 MATERIALS AND COLOURS

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Aquarevo. The use of a combination of finishes is encouraged for the purpose of achieving a degree of individuality and interest.

Thoughtful selection of materials and colours will achieve a degree of visual harmony between houses and will avoid colours that are out of character with neighbouring houses. For these reasons, purchasers are requested to submit roof and wall materials and colours for approval. Colours which reflect the natural tones of the environment at Aquarevo are recommended.

#### External walls

- The external walls (excluding windows) are to be constructed of brick, brick veneer, texture coated material, weatherboard or other material as approved by the DAP. Colours of trims should be selected to complement the main body of the house and the natural environment.
- Dwellings must have at least 25 per cent render to the front facade or other texture coated material as approved by the DAP.

#### Roofs

- The roof is to be constructed of steel or masonry or as approved by the DAP. Roof colours which reflect the natural tones of the environment at Aquarevo are recommended and the use of Colorbond is encouraged. All materials must conform to Australia Standards in accordance with the drinking water requirements.
- Articulated roof shapes are preferred with hips and gable roof forms, coastal skillion roof styles and higher degrees of pitch encouraged, although each design will be considered on its merits by the DAP. In each case the roof design should maximise the catchment of rainwater supplying the rainwater tank (targeting 100 square metres as a the minimum where the final catchment area will be subject to DAP approval).
- The roof catchment area (targeted to be a minimum of 100m<sup>2</sup> - refer section 3.2 Rainwater Requirements) is maintained free of items such as evaporative coolers and other roof penetrations reducing the possibility of birds landing on the roof which may impact the purity of the water in the rainwater catchment area.

- Black roofs are not encouraged – muted earthy and natural tones are acceptable.
- Roofing and gutter within the rainwater tank catchment area to be thoroughly cleaned prior to installation of the gutter guard.

### 5.3 DWELLING SIZE

The minimum dwelling size is:

- 160 square metres in the case of a lot having an area of 500 square metres or greater; or
- 130 square metres in the case of a lot having an area of 400 square metres or greater but less than 500 square metres; or
- 100 square metres in the case of a lot having an area of 300 square metres or greater but less than 400 square metres; or
- 75 square metres in the case of a lot having an area of less than 300 square metres.

### 5.4 TERRACE AND DUPLEX STYLE DWELLINGS

Terrace style and duplex dwellings and dwellings on lots less than 10 metres wide must have a greater degree of articulation to the front facades. Stepping of the materials and the use of alternate materials must be incorporated to accentuate the articulation. Consideration of garage location and treatment must be considered so as not to dominate the streetscape.

### 5.5 TWO STOREY DWELLINGS

All two storey dwellings must be articulated to the front façade as a minimum, alternate materials are encouraged as a method of providing the visual break from a monotone and bleak façade. Treatments such as pergolas, verandahs etc. are recommended to break the line of sight. This recommendation also reflects to double storeys dwellings to corner allotments.

It is important to ensure that two-storey houses are designed and sited correctly to minimise overlooking and overshadowing. It is recommended that initial concepts for two-storey houses be discussed with the DAP.

The articulation of the front of the upper level of two-storey houses is encouraged to avoid dominating the streetscape.

### 5.6 CORNER ALLOTMENTS

The home design must address both the primary and secondary street frontages and be of a consistent architectural design.

Design elements (such as verandahs, detailing, feature windows and materials) used on the primary frontage must continue on that part of the secondary frontage that is visible from the public realm.

### 5.7 GARAGES

The garage and family car(s) have a significant impact on the streetscape. The design and location of garages should endeavour to make them an integral and unobtrusive part of the house. All homes must allow for an enclosed garage for car accommodation. All lots greater than 300 m<sup>2</sup> must have garages setback a minimum 5.5 metres from the main street frontage, unless otherwise specified.

Double garages must be provided on lots greater than 12.5 metres in width. Garages must be constructed within the Building Envelope. The garage setback also applies for entry to the garage from the side street boundary, unless otherwise noted.

Crossover locations on the block have been carefully considered to ensure that the position of the house may receive maximum north sun and those appliances such as the water tanks and HWS are located behind the garage generally and out of view. This will also allow the accurate placement of the sewer tank location. Therefore, relocating crossovers will not generally be considered.

It is preferable for garages to be constructed under the main roof of the house. If garages are free standing and/or visible from the street, they should match the roof form and be constructed of the same materials as the house. The garage may be constructed to the side boundary, depending on the location of adjacent buildings and garages relative to the side boundaries and whether permitted by the building envelope. Deep excavations on the boundary will not be permitted as this will cause detriment to adjoining properties.

Secondary garages are discouraged. The design for an additional garage would need to be discussed with the DAP and it must be disguised and out of view from the main street frontage. Only one crossover is permitted and only one double garage door is permitted to be visible from the main frontage of the house.

When designing garages, consideration must be given to the screening of boats, caravans and trailers and for 'drive-through' access to the rear yard. The garage door is a major visual element of the streetscape and doors facing the street must be panelled and of a colour which complements the house. The inclusion of windows, recesses or projections in the garage door should be considered so as to present an interesting and integrated façade.

Every home needs to provide appropriate connections in the garage for future electric car charging points. This includes electrical conduits and an identified location for a future car charging point on plans.

## 5.8 OVERSHADOWING

This item is covered within the building envelope plan and profile diagrams. Building Regulations 416, 417 and 418 are superseded by this Guideline.

## 5.9 PRIVACY AND OVERLOOKING

This item is covered within the building envelope plan and profile diagrams. Building Regulation 419 is superseded by this Guideline.

## 5.10 EMISSIONS

To facilitate the provision of a healthy environment in all dwellings within Aquarevo every home is required to use low emission paints, sealants and adhesives in the construction of the dwelling where the builder must ensure the adoption of at least 2 of the following 5 options;

1. Use low emission paints on  $\geq 95\%$  of internal and external painted surfaces.
2. Use low emission sealants on  $\geq 95\%$  of internal and external surfaces.
3. Use low emission adhesives on  $\geq 95\%$  of internal and external surfaces.
4. Use low emission floor coverings on  $\geq 95\%$  indoor-covered floors.
5. All engineered wood products (including exposed and concealed applications) are E0 - rated.

To ensure compliance the builder is to provide a Statement outlining how this requirement will be met as part of the DAP submission. The statement is to include details including product name, number and data sheet should also be provided.

## 5.11 SUSTAINABLE HOUSES

Aquarevo aspires to be a benchmark sustainable community and as such we strongly encourage the use of high quality, durable and sustainable materials in all dwellings within the community. Elements for consideration include:

- **Structure:**  
Use of structural timber which is AFS (Australian Forestry Standard) or FSC (Forest Stewardship Council) accredited.
- **Envelope/Linings:**  
Use plasterboard that consists of recycled paper.
- **Services:**  
PVC content sourced from an ISO 14001 certified supplier.



## 6. EXTERNAL CONSIDERATIONS

### 6.1 ACCESS AND DRIVEWAYS

Driveways are a major visual element at Aquarevo and should be constructed using materials that blend with or complement the dwelling textures and colours. Only one driveway will be permitted for each lot, unless there are special circumstances, if so these need to be discussed and confirmed with the DAP.

Driveways must not be wider than 5 metres at the street boundary of a lot and planting between the driveway and property boundary is encouraged.

Driveways must be constructed of brick and/or concrete pavers, coloured concrete, saw-cut coloured concrete, or concrete with exposed aggregate. Plain concrete is not permitted.



**Figure 13: Examples of approved driveway finished.**

All driveways must be completed within three months of the Occupancy Permit being issued.

Driveways and paths must not cover the services provided by and for SEW such as the sewer pods and meters.

### 6.2 FENCES

The objective of the DAP is to provide a degree of uniformity throughout the estate and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the estate, no front fencing will be permitted.

Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

On side boundaries, no fencing is permitted forward of the building line. (see figure 13).

All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

All fencing must be constructed in accordance with the Restrictive Covenant as detailed on the relevant Plan of Subdivision and as approved in writing by the DAP. For the purposes of these Guidelines, the prescribed fence height of 1.8 metres to the side street, side and rear boundaries will be exempt from the provisions of the Building Regulations.

For corner lots, a fence to the street side boundary must not commence closer than 3.0 metres back from the main building line, this is to provide an opportunity to present the house to the secondary street frontage.

Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.

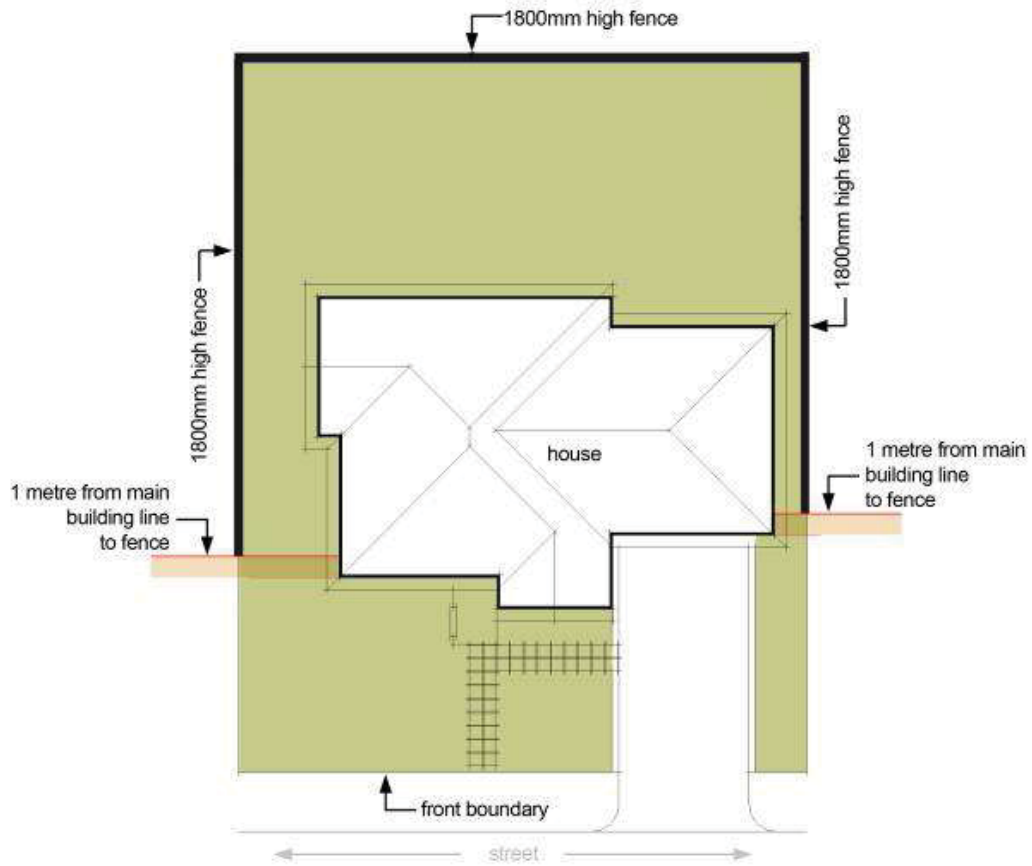


Figure 14. Depiction of typical boundary fencing location

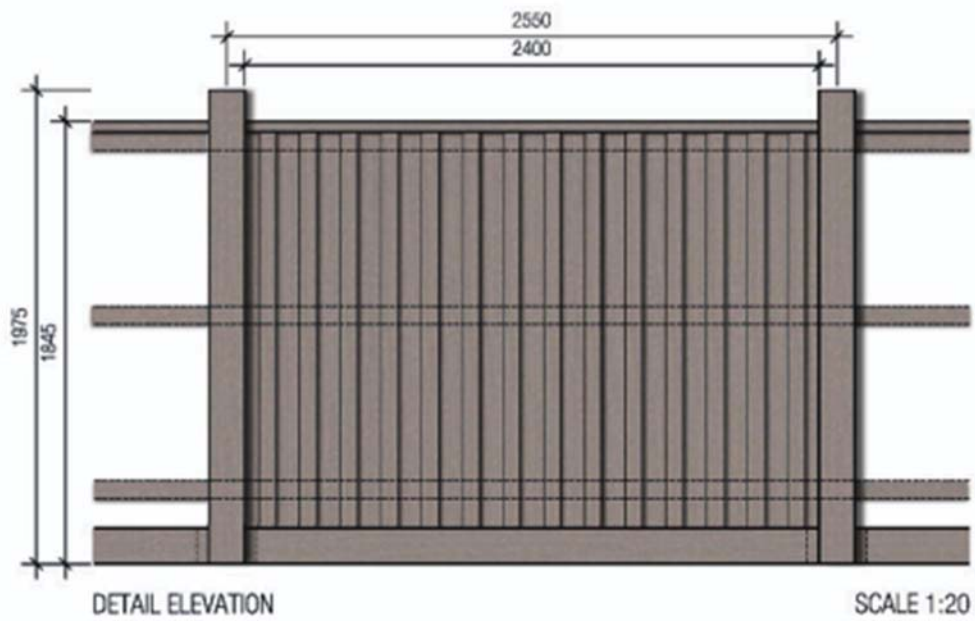
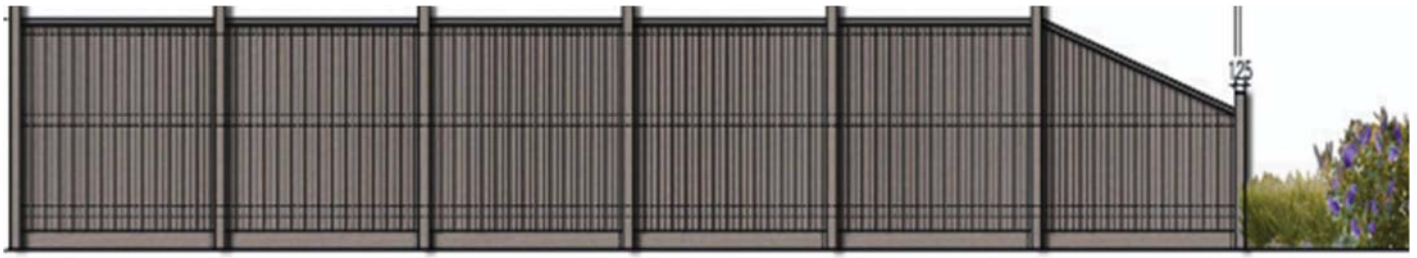


Figure 15. Elevations of typical paling fence



**Figure 16. Side boundary fence elevation**

### 6.3 LETTERBOXES

Letterboxes should be designed to match the house using similar materials and colours and must be erected prior to occupancy permit.

The size and position of the letterbox must comply with Australia Post requirements. The street number must be clearly identifiable, suitably sized and located and must not interfere with the overall streetscape.



*Acceptable*



*Not acceptable*

**Figure 17. Letterbox Examples**



## 6.4 GENERAL

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP.

The following must not be visible from the street:

- clotheslines
- garden sheds
- external hot water services (As per Section 1.3)
- Ducted heating units.

### ***Air-conditioning units***

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling and are not within the roof catchment area of the rain water tank. They must be painted to match the colour of the roof, be low profile units and installed as low as possible below the roof ridgeline towards the rear of the house. Wall mounted air-conditioners must be located below the eaves line, screened from public view and suitably baffled to reduce noise.



*Low profile and positioned at rear  
Acceptable*



*Standard unit in clear view of street Not  
acceptable*

**Figure 18. Air-conditioning Examples**

**Television antennae** are not permitted as television services are available through the Opticomm Fibre Network.

**Satellite dishes** will only be approved if located below the roofline of the house and must be screened from public view.

**Roof penetration** such as sanitary drainage vents and flue outlets are to be minimised.

**Rainwater tank** for the hot water system (non-drinking purposes) will be supplied, installed and maintained by South East Water.

No external **plumbing** to a dwelling shall be visible from a street or dwelling. All plumbing on double-storey houses, except downpipes, must be internal so as not to be visible from the street or neighbouring properties.

**Conduits and/or cables** will be installed enabling communication between the water saving initiatives.

**External lighting** including spotlights, flood lights and any lights illuminating any outdoor area are to be approved by the DAP and the use of LED or solar lighting is encouraged.

**Rubbish bins and recycling bins** should be stored out of view from the street.

**Commercial vehicles** with a carrying capacity of one tonne or more or any boat, caravan or trailer shall not be permitted to be parked on a lot so that it is visible from any street.

### **Advertising signage**

Signage is not permitted on residential lots with the following exceptions:

- Only one advertising sign will be permitted to be erected on a lot that is being advertised for resale AND only after the developer has sold ALL lots in the relevant stage.
- Display home signage will be permitted but only with the written approval of the DAP and the City of Casey.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600 mm x 600 mm. Such signs must be removed within 10 days of the issue of the Occupancy Permit.

### **Sheds**

Sheds should be restricted in size and must be in harmony with the other buildings. Sheds are to have a maximum wall height of 2.4 metres, maximum ridge height of three metres and a maximum floor area of 9 square metres. It is the responsibility of the purchaser to ensure that the requirements relating to location, size and height for all outbuildings adhere to governing authority requirements.

All sheds are to be erected with a muted/earthy tone COLORBOND® material.

### **Carpports**

No carports are permitted to the front of the dwelling.

### **Swimming Pools & Spas**

Any properties with a swimming pool will not be permitted to drain their pool directly to the pressure sewer unit, without prior specific approval. The customer will be required to either:

- Install a system to ensure that discharge from the pool does not exceed the capacity of the pressure sewer pump well, e.g. storage; or
- Install a soakage pit in order to drain the pool to stormwater, local regulations permitting.

Customers who install a pool after they have received a pressure sewer connection will not be permitted to drain their pool to their pressure sewer unit, and will be required to comply with local authority requirements. In cases where this is not possible, the customer will be required to install a system to ensure that discharge from the pool does not exceed the capacity of the pressure sewer pump well.

Customers with a spa are to install a flow restrictor to the drain which ensures the discharge rate does not exceed 0.5L/s. This flow restrictor shall be installed by a licensed plumber.

Swimming pools and spas do not require DAP approval.

### **Window furnishings**

Internal window furnishings which can be viewed by the public must be fitted within three months of occupancy. Sheets, blankets or similar materials for which window furnishing is not their primary use will not be permitted.

## **6.5 LANDSCAPING AND TREE PROTECTION**

### **General guidelines**

The garden design will require careful thought to ensure that the appropriate plants are selected for the particular lot conditions.

The objective is to achieve a cohesive blend of indigenous vegetation and other landscape elements, integrating street and parkland landscaping with private gardens so that the streetscape presents as a landscaped garden.

Landscape design and plant selection should minimise the need for garden watering. No tree or shrub with a mature height greater than three metres should be planted closer than two metres to

the house. Purchasers should make their own enquiries with the Council and obtain a list of allowable vegetation.

### ***Front gardens***

All landscaped areas to the front of the house must be established within three months of the issuing of the Occupancy Permit to ensure good presentation is achieved for the local community. The front garden should include a variety of plants, lawn, garden beds that incorporate ground covers, small to medium shrubs and at least one advanced feature tree from a 75 litre pot when planted.



**Figure 19. Examples of acceptable landscaping treatments**

### ***Embankments***

Embankments should not exceed a slope of one in five. Retaining walls are preferred to steep embankments and should be kept to a maximum height of 1 metre. A number of small terraces are preferred.



*Not acceptable*



*Acceptable*

**Figure 20. Examples of acceptable landscaping treatments**

## **6.6 CONSTRUCTION MANAGEMENT**

Construction works must comply with all council bylaws and regulations where we draw specific attention to the following;

- The site must be kept clean at all times during construction to minimise impact on neighbours.
- The construction site is to be securely fenced at all times where during the construction period, the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site.
- All rubbish generated must be disposed of off-site.
- The lot must be maintained prior and during construction, with grass cut, weeds and rubbish removed.



- Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.
- Earthworks are to be managed carefully, and dust is to be controlled.
- Storage of all plant and materials are to be on the subject lot only, and not on adjoining lots or open space.
- Vehicle parking is not permitted on other lots, open space, median strips or other landscaped areas.
- Existing vegetation is to be protected with tree protection barriers.
- Stormwater is to be managed.
- Sediment is to be controlled, and revegetated areas, downstream waterways and wetlands are to be protected.
- Pets are not allowed on site during the construction stage.

## 6.7 WASTE MANAGEMENT

Waste management initiative's and practices are essential during the construction phase of the dwelling.

Builders are to include recycling practices where possible which include but are not limited to;

- The use of skips rather than cages
- Maintenance of waste records
- Use of contractors who transport waste to a licensed recycling centre
- Select materials and products which minimise and/or recycle packaging
- Maximise the use of standard sizes of materials wherever possible

Disposal of all hazardous substances, pollutants and contaminates are to be in accordance with all state regulatory requirements. Where these materials are treated, or used on site, they must be in, accordance with a sanctioned remediation process

## 6.8 BROADBAND NETWORK

Aquarevo is an OptiComm Fibre Connected Community. This means that all homes in Aquarevo will have access to the OptiComm high speed broadband network. Some benefits of high speed broadband are:

- Distribution of analogue and digital free to air television
- Ultra-high speed internet - even in high usage times and not affected by distance from an exchange
- International television programs
- Pay TV - choice of providers
- External aerials and satellite dishes are not required.

### ***What you need to do to prepare for high speed broadband:***

#### ***Step 1. Conduit (pipe) installation***

You must make sure your builder has installed a 32 mm white telecommunications conduit from the front boundary of your lot to the meter box location on the side of your house. Your builder can install this conduit, or you can arrange for OptiComm, who undertake all Optic Fibre Network Connections, to install this conduit for you. Typical costs for up to 10 metres of trenching and conduit would be \$440 (GST inclusive). The OptiComm Customer Connection Information Desk can be contacted on 1300 137 800. This conduit should be installed during construction of your home.

#### ***Step 2. Prepare your home to be able to distribute the internet, telephone, television and other services throughout your rooms***

Structured cabling of your home is required as it will enable you to take advantage of all features the Aquarevo Optical Fibre Network has to offer. It is recommended that you arrange a quote to

cable your new home from your builder or OptiComm's contractors early in your construction phase or at contract negotiation as the wiring should be done at the frame stage of construction. Structured cabling is an additional cost to the conduit and customer connection.

### ***Step 3. Connection to the Optical Fibre Network***

When you have received your Occupancy Permit or are about two weeks before you move in, call OptiComm's Customer Connection Information Desk on 1300 137 800 to arrange the connection to the Optical Fibre Network.

The typical customer connection cost is \$550.00 incl. GST and includes the following services:

- Installation of Optical Network Terminal and the power supply unit (back-up battery not included)
- Access to free to air digital and analogue (if available) TV signals
- International television channels
- Access to Foxtel pay TV signals (if available on cable and resident to arrange for Foxtel connection at their cost).

### ***Step 4. Contact a retail internet and telephone service provider***

Finally, the last step involves contacting a retail service provider to arrange the connection of your retail internet and telephone services. Ask the retail service provider to provide your internet and telephone services over the OptiComm Wholesale Network.

Hints when discussing your requirements:

- Tell them you are in an OptiComm Fibre Community
- Make sure you tell them you are located at Aquarevo in Lyndhurst
- Make sure you give them your full address
- Tell them whether you have moved in yet
- Advise them whether you have had OptiComm install the optic fibre and hardware in the enclosure near your meter box - this will affect the time it takes to connect services
- If speaking with Foxtel make sure you tell them you are in an OptiComm Fibre Estate and the "ONT" (Optical Network Terminal) is installed.

For further information please refer to: <http://www.opticomm.net.au/>

## 7. ENVIRODEVELOPMENT

Aquarevo has been designed and built to meet the Urban Development Institute of Australia's 'EnviroDevelopment' certification. This certification provides national independent verification of Aquarevo's sustainability performance. EnviroDevelopment annually reviews the project's ability to achieve outstanding performance across six sustainable elements;

- Ecosystem
- Waste
- Energy
- Materials
- Water
- Community

All projects which have achieved EnviroDevelopment certification have met stringent standards established by an expert panel including experienced ecologists, town planners, engineers, architects, lawyers, economists and developers. The governing Technical Standards are regularly reviewed and updated to ensure industry relevance and that all projects continue achieve outstanding performance in sustainability.

By purchasing a home within an EnviroDevelopment Project you can be assured that you are living in a community that has minimal impact on the environment, that encourages safe, healthy and active lifestyles and results in lower household energy and water costs.

Further information on EnviroDevelopment can be found at the following link:

<http://www.envirodevelopment.com.au/>



## 8. NOTES AND DEFINITIONS

### 8.1 NOTES ON RESTRICTIONS

- Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- In the case of a conflict between the building envelope plan or profile diagrams and these written notations, the specifications in the written notations prevail.
- Buildings must not cover registered easements unless provided for by the easement.

### 8.2 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified.

In the *Building Act 1993*:

- Building
- Lot.

In Part 5 of *Building Regulations 2018*:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north).

In the *Victoria Planning Provisions*, 31 October 2002:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72).

### 8.3 ADDITIONAL DEFINITIONS

#### **SEW**

South East Water

#### **Edge boundary**

Edge boundary means the boundary or part of a boundary of a lot on the Plan of Subdivision that abuts a lot, which is not shown on the Plan of Subdivision. An edge boundary lot is marked “E” on the building envelope plan.

#### **Front street or main street frontage**

Front street means the street or road that forms the frontage to the lot concerned. Where there is more than one road which adjoins a lot or where it may be otherwise unclear, the front street may be identified by the letter “F” in the building envelope plan or will be as agreed in writing by the DAP.

#### **Side boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.



**Street**

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right of way.

**Standard lot**

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

## 9. BUILDING ENVELOPES

**Refer to the relevant stage building envelopes.**

Building regulations 73, 74 75, 79, 81, 82, 83, 84 & 85 are superseded by the Approved Building Envelopes.

To be read in conjunction with building Envelope Profiles (refer Section 9) and Aquarevo Plan of Subdivision for relevant stage.

Building Envelopes can be accessed from the following link:  
<http://aquarevo.villawoodproperties.com.au/building-information-4>

# 10. BUILDING ENVELOPE PROFILES

To be read in conjunction with the Building Envelopes (refer Section 8) and Plan of Subdivision for relevant stage.

## AQUAREVO CLYDE SETBACK PROFILES

BUILDING ENVELOPE HEIGHT AND  
SETBACK PROFILE IDENTIFIER CODE

LOT NUMBER

SETBACK FROM THE  
FRONT BOUNDARY

THESE BUILDING ENVELOPE SETBACK PROFILES FORM PART OF THE "AQUAREVO CLYDE BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION

### EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

### SINGLE STOREY BUILDING ENVELOPE HATCH TYPES

	SINGLE STOREY BUILDING ENVELOPE (WALL HEIGHT NOT EXCEEDING 3.6m)
	BUILDING TO BOUNDARY ZONE

### DOUBLE STOREY BUILDING ENVELOPE HATCH TYPES

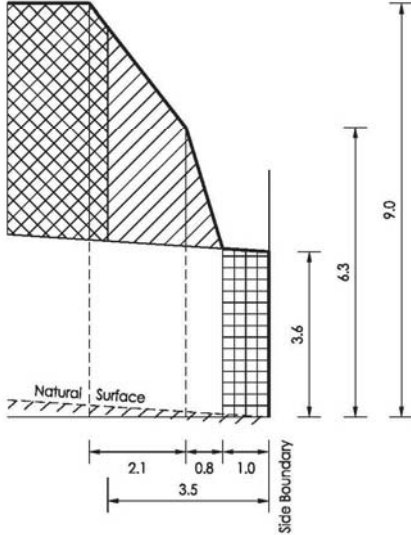
	OVERLOOKING ZONE - HABITABLE ROOM WINDOWS OR RAISED OPEN SPACES ARE A SOURCE OF OVERLOOKING.
	NON OVERLOOKING ZONE - HABITABLE ROOM WINDOWS OR RAISED OPEN SPACES ARE NOT A SOURCE OF OVERLOOKING.

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1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au

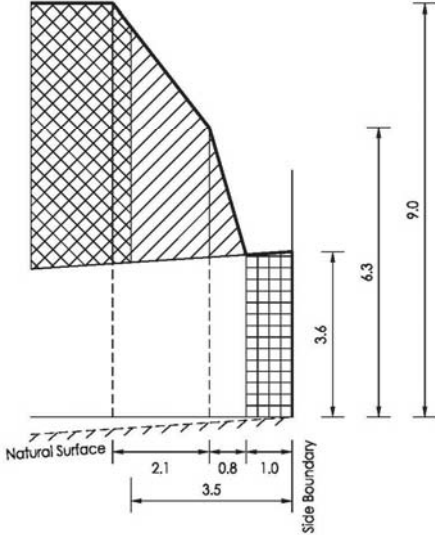
SHEET 1 OF 5 SHEETS

# SETBACK PROFILES

**(A)** Profile - NORTH, EAST or WEST Boundary

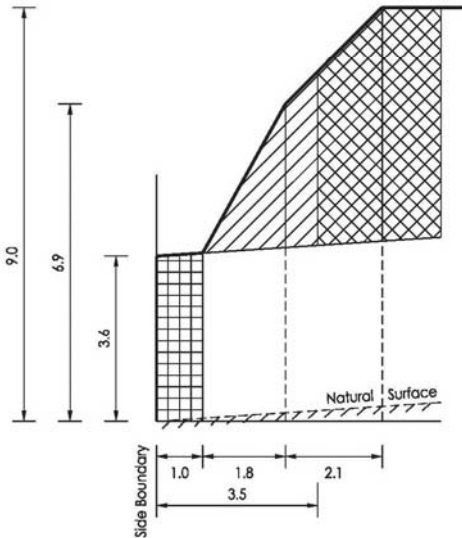


Natural Surface rising from side boundary

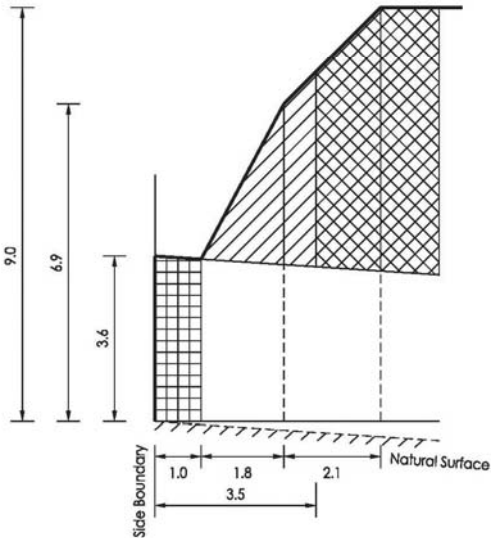


Natural Surface falling from side boundary

**(B)** Profile - SOUTH Boundary



Natural Surface rising from side boundary



Natural Surface falling from side boundary



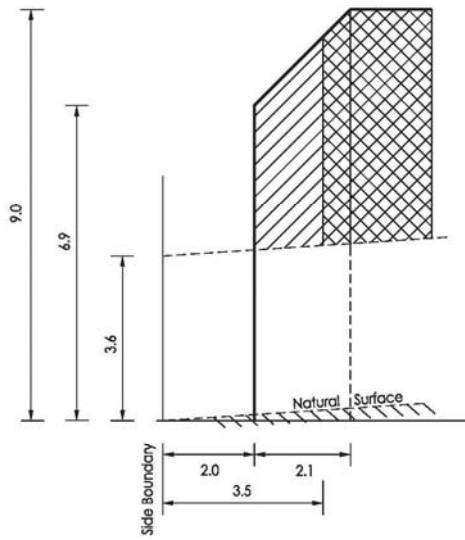
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SHEET 2 OF 5 SHEETS

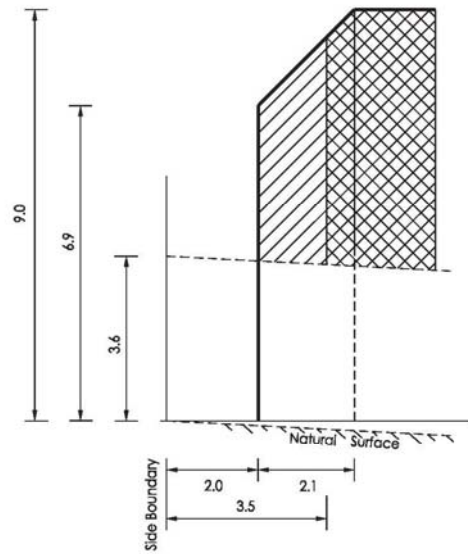


# SETBACK PROFILES

**(C)** Profile - NORTH, EAST or WEST Boundary

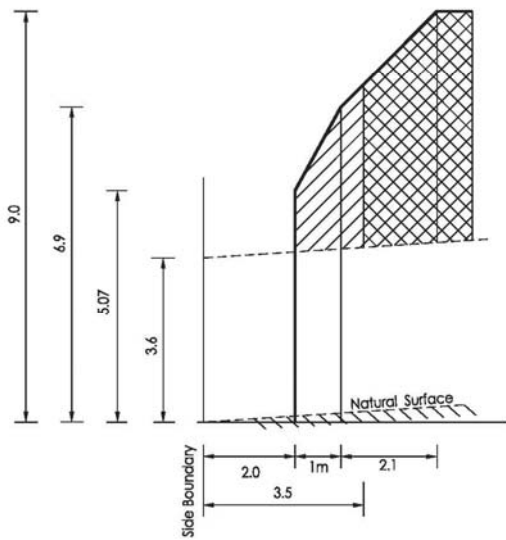


Natural Surface rising from side boundary

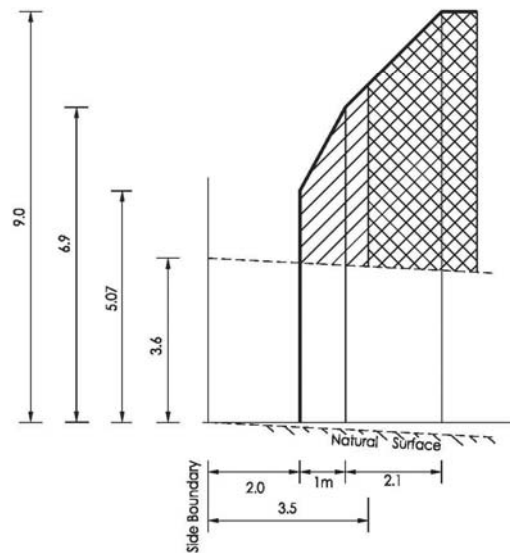


Natural Surface falling from side boundary

**(D)** Profile - SOUTH Boundary



Natural Surface rising from side boundary



Natural Surface falling from side boundary

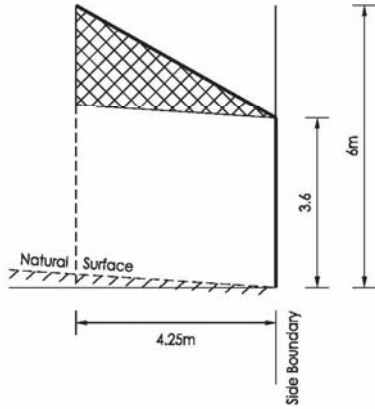


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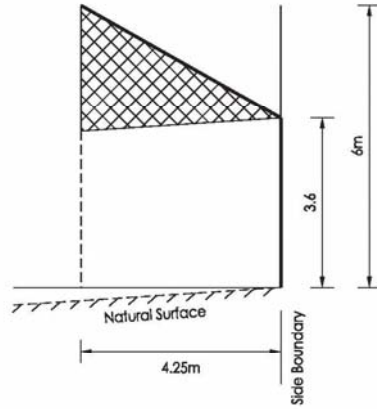
SHEET 3 OF 5 SHEETS

# SETBACK PROFILES

**(S)** Profile - SIDE BOUNDARY

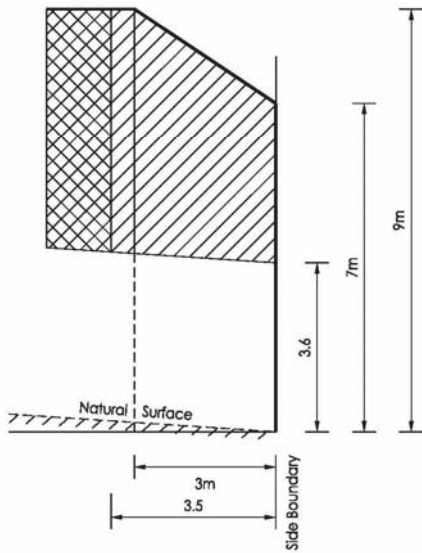


Natural Surface rising from side boundary

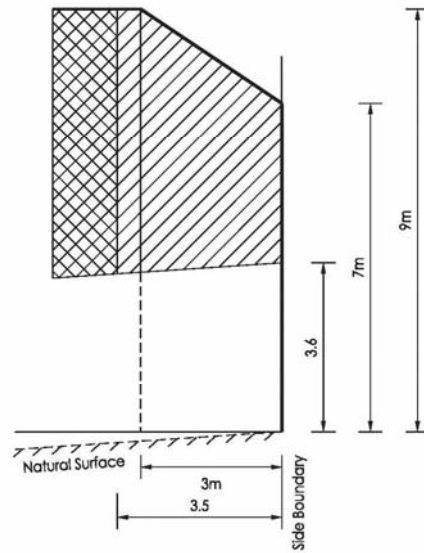


Natural Surface falling from side boundary

**(T)** Profile - SIDE BOUNDARY



Natural Surface rising from side boundary



Natural Surface rising from side boundary



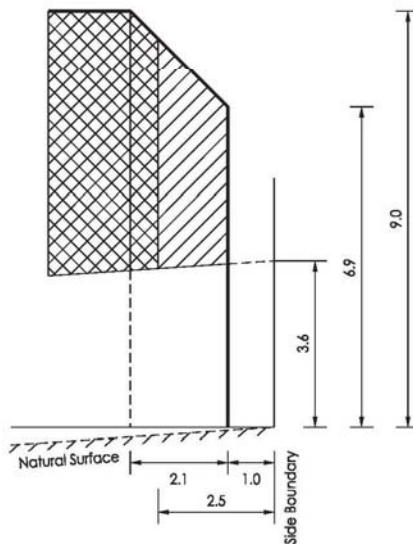
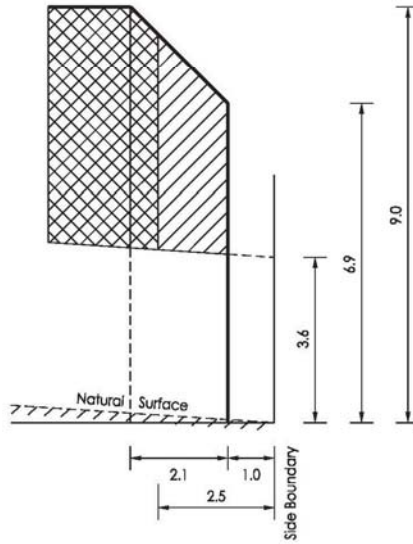
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SHEET 4 OF 5 SHEETS



## SETBACK PROFILES

(V) Profile - NORTH, SOUTH, EAST or WEST Boundary



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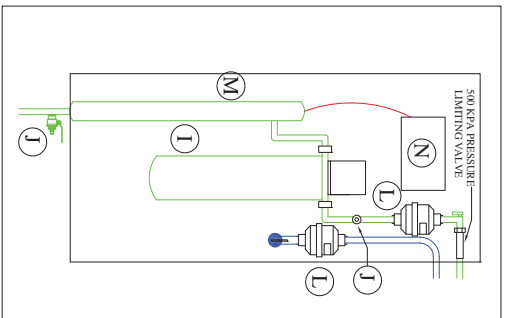
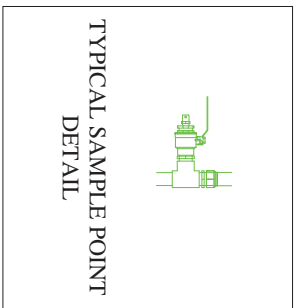
SHEET 5 OF 5 SHEETS

# 11. APPENDICES

## APPENDIX A – TYPICAL ARRANGEMENT



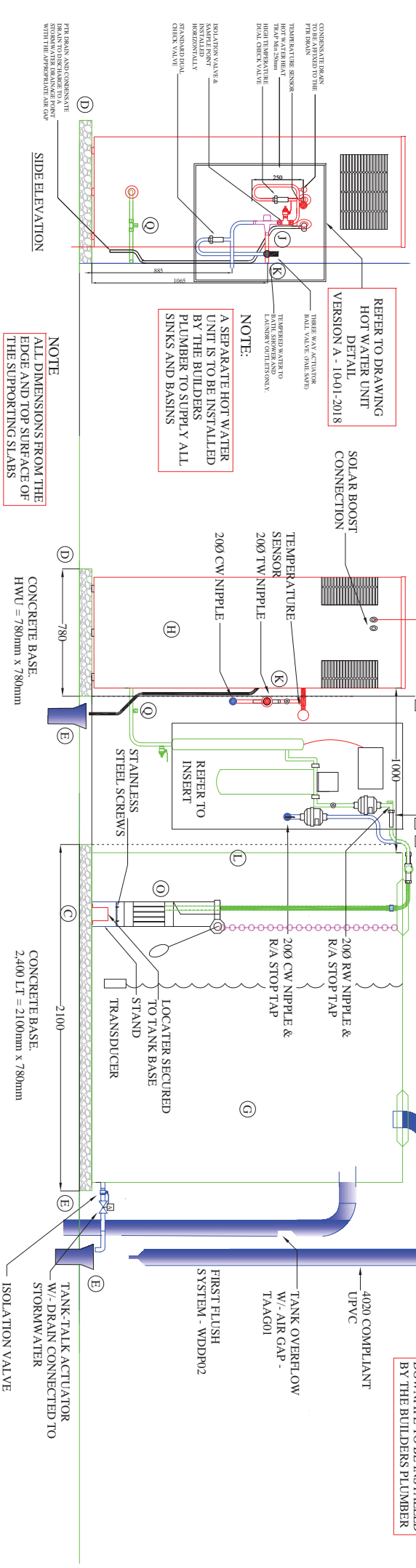
## APPENDIX B – TYPICAL ARRANGEMENT



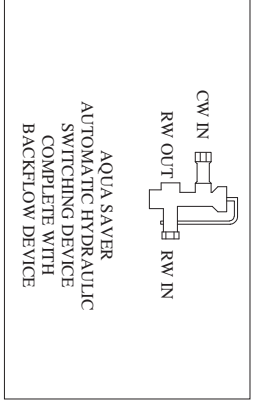
# AQUAREVO

LYNDHURST

ALUMINUM GUTTER GUARD SUPPLIED BY SOUTH EAST WATER AND INSTALLED BY THE BUILDER



NOTE: ALL DIMENSIONS FROM THE EDGE AND TOP SURFACE OF THE SUPPORTING SLABS



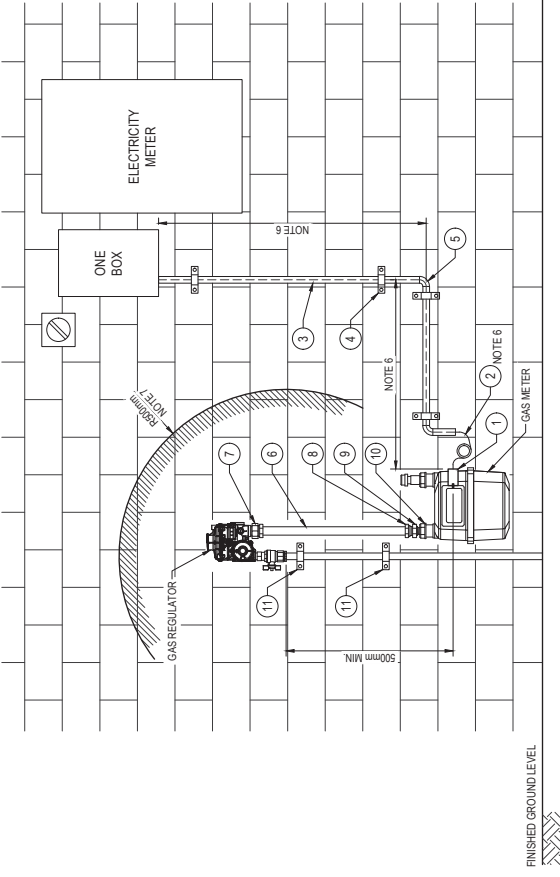


## APPENDIX C – TYPICAL ARRANGEMENT

**NOTE: BLANK PAGE – REFER TO APPENDIX A AND B**



APPENDIX D – APA GAS METER PLAN



OPTION 2 - VERTICAL SEPARATION OF GAS REGULATOR AND METER  
NOT TO SCALE

ITEM	DESCRIPTION	SPECIFICATION	QTY	PRICE	NOTES	PRICING CONFIDENCE
1	METER INDEX	LANDIS & GYR (INZ41)		\$ 83.00	NOTE 1	CONFIRMED BY L&G
2	METER PULSE CABLE	SUPPLIED WITH ABOVE	1.5m	-	NOTE 6	
3	CABLE CONDUIT	RIGID PVC, 20mm		\$ 2.00		ORACLE/BLACKWOODS PRICE
4	CONDUIT SADDLES	SADDLE HALF, ZINC PLATED, 20mm		\$ 1.00		ORACLE/BLACKWOODS PRICE
5	ELBOWS	PVC SOLID 20mm GREY		\$ 1.00		ORACLE/BLACKWOODS PRICE
6	EXTENSION PIPE	25mm COPPER, AS14228 (MAXIMUM PART # 1010160)	500mm	\$ 1.00	NOTE 2	INVENTORY ITEM
7	MALE BRASS STRAIGHT CONNECTOR	25mm TUBE x 20mm BSP (GAS COMPONENT QLD PART # T31612)	1	\$ 2.50	NOTE 2	CONFIRMED BY FACILITIES ENGINEERING
8	FEMALE BRASS STRAIGHT CONNECTOR	25mm TUBE x 25mm BSP (GAS COMPONENT QLD PART # T21616)	1	\$ 4.50	NOTE 2	CONFIRMED BY FACILITIES ENGINEERING
9	REDUCING BUSH	25mm MALE x 20mm FEMALE BSP (GAS COMPONENT QLD PART # 2412)	1	\$ 4.00	NOTE 2	CONFIRMED BY FACILITIES ENGINEERING
10	METER ADAPTOR	20mm MALE BSP x TOLT (LANDIS & GYR PART # SK5)	1	\$ 6.50	NOTE 2	CONFIRMED BY FACILITIES ENGINEERING
11	FITTINGS/CONSUMABLES	20mm SADDLE	2	\$ 1.00		CONFIRMED BY FACILITIES ENGINEERING
12	UPSTAND ADDITIONAL COST	CLARE IND. 1.8m LENGTH COPPER UPSTAND		\$ 10.00		EXTRA COST FOR 1.8m UPSTAND - CONFIRMED BY CLARE IND
13	LABOUR COST TO FABRICATE EXTENSION PIPE	APA WORKSHOP QLD		\$ 40.00	NOTE 2	
14	ADDITIONAL SERVICE LAYING COST			\$ 66.90		PROVIDED BY PM
15	ADDITIONAL METER INSTALLATION COST			-		NO ADDITIONAL SCOPE FOR METER INSTALLERS, CONFIRMED BY OPERATIONS
16	ADDITIONAL ELECTRICAL INSTALLATION			\$ 80.00	NOTE 3	
TOTAL				\$ 323.40		

**INSTALLATION METHOD:**

SERVICE UPSTAND OF NON-STANDARD LENGTH (1.8m) INSTALLED ALONG THE HOUSE WALL. PIPE EXTENSION OF 500MM MINIMUM INSTALLED AS PER DRAWING TO PROVIDE VERTICAL SEPARATION BETWEEN THE SERVICE REGULATOR AND GAS METER TO SEPARATE THE REGULATOR / INLET PRESSURE FROM THE METER PULSE INDEX.

**NOTES:**

- LANDIS & GYR METERS TO BE PROCURED PRE-INSTALLED WITH INZ41 PULSE INDEXES. INZ41 COMES WITH 1.5m FLYING LEAD. OPERATIONS AND STORES IN VICTORIA TO BE NOTIFIED OF THE PROJECT. THE METERS ARE ASSIGNED TO:
  - EXTENSION SPOOL, TO BE:
    - FABRICATED IN APA NETWORKS EAGLE FARM SHOP    - OVERALL LENGTH TO BE KEPT 500mm.
  - LABOUR TIME TO FABRICATE THE SPOOL IS APPROXIMATELY 30 MINUTES. THIS TIME DOES NOT INCLUDE THE PRESSURE TESTING.
- SK5 IS THE PART OF REGULATOR
- ESTIMATE BASED ON COST OF INTERNAL LABOUR, TO BE CONFIRMED WITH THE CONTRACTORS IN VICTORIA.
- SEPARATION ZONE OF 500mm IS ONLY APPLICABLE FOR REGULATORS POINTING AWAY FROM THE WALL. IN ALL OTHER CASES THE REGULATOR/HAZARDOUS ZONE IS A CYLINDER OF 1m DIAMETER, EXTENDING FROM 1m BEHIND THE DISCHARGE TO 1.5m IN FRONT OF DISCHARGE.
- UPSTAND MATERIALS IS FOR AN ADDITIONAL COST PER INSTALLATION. ENSURE INSTALLATION POSITION OF 'ONE BOX' CONTROLLER ALLOWS FOR THE 1.5m FLYING LEAD. FINAL POSITION OF 'ONE BOX' SHALL BE AGREED ON SITE.
- MINIMUM DISTANCE OF 500mm BETWEEN HIGH PRESSURE CONNECTION OF REGULATOR AND 'ONE BOX'. MUST BE MAINTAINED LANDIS & GYR METER TYPES: 750 OR 1010. PROVIDE 1 PULSE PER 10 LITRES (0.01m³) OF GAS.

FOR INFORMATION ONLY  
NOT FOR CONSTRUCTION

REV / PROJ No		REVISION		DATE		DWG No	
B		FOR INFORMATION ONLY		03/05/18	JB	SG	M.O
A		FOR INFORMATION ONLY		14/03/18	JB	SG	M.O
				DATE	DRAWN	CHECKED	APP
				DATE	DES	CHK	APP
				DATE	DES	CHK	APP
				DATE	DES	CHK	APP
THIS DRAWING AND THE INFORMATION AND DETAILS ARE THE PROPERTY OF APA GROUP. ANY USE WITHOUT THE AUTHORITY OF APA GROUP IS PROHIBITED.				SCALE			
DESIGNED				DRAWN			
VALIDATED				CHECKED			
ACCEPTED				SCALE			
N.T.S.				N.T.S.			
PROJECT No				DWS No			
AQUAREVO LINDHURST DEVELOPMENT				OPTION 2			
DWS No				REV			
B				REV			
G.A				REV			

operated by  
**apa**

**Australian Gas Networks**

APA NETWORKS  
DOMESTIC GAS METER  
INSTALLATION OPTIONS

## APPENDIX E – RESPONSIBILITY SUMMARY

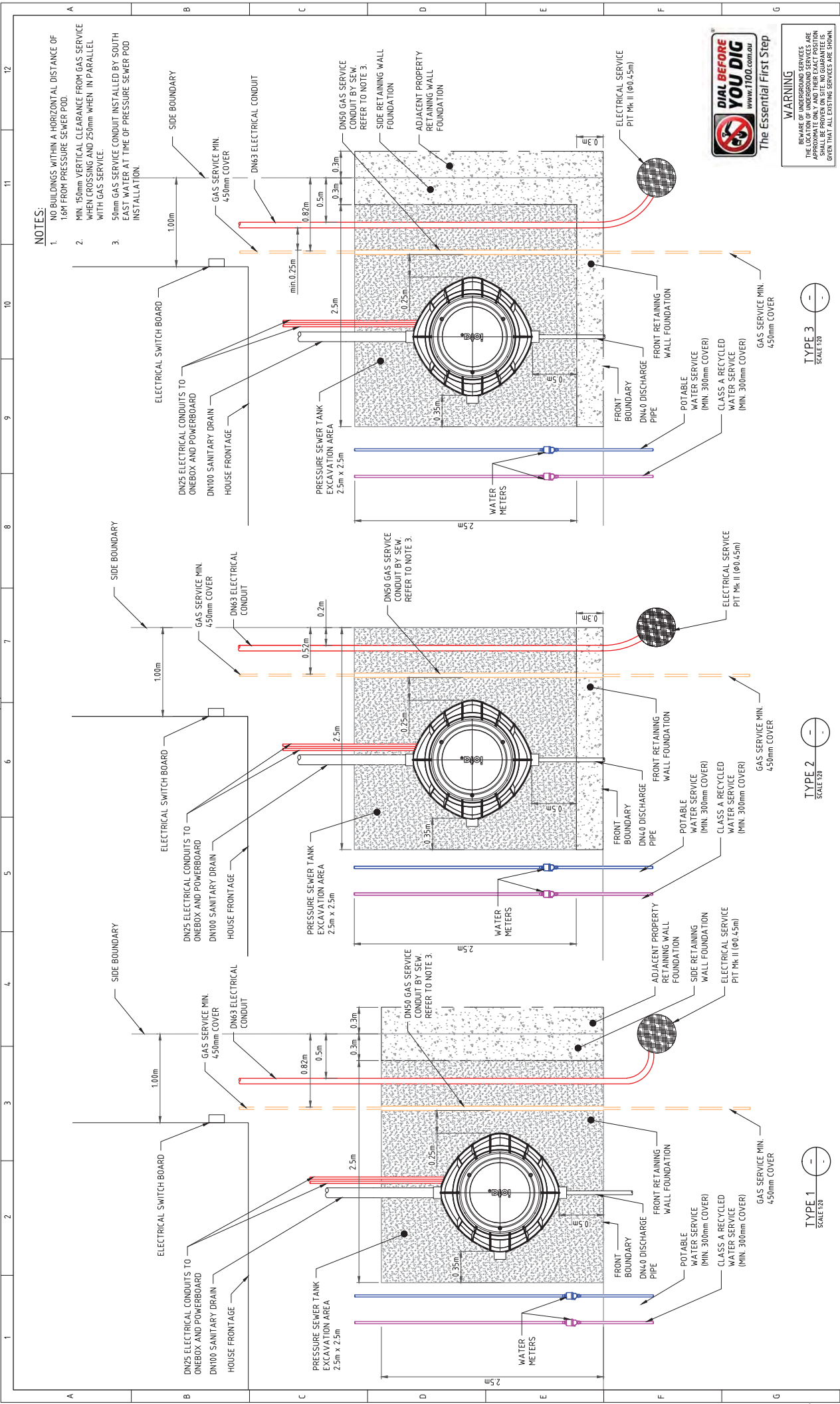
**APPENDIX E**



ITEM	COMPONENT	RESPONSIBILITY OF BUILDER	RESPONSIBILITY OF SOUTH EAST WATER
A	Roof Gutters	Supply deliver & Install	
B	Rain Head (400mmx300mmx250mm)	Supply deliver & Install	
C	Tank Slab (780mmx2100mmx100mm)	Supply deliver & Install	
D	Hot Water Unit Slab (780mmx780mmx100mm)	Supply deliver & Install	
E	Stormwater Inlet Drains (3 No.)	Supply deliver & Install	
F	Electrical Power Points (3 No.)	Supply deliver & Install	
G	2400 Litre Steel Plate Rainwater Tank (720mmx2000mmx1680mm)		Supply deliver & Install
H	Heat Pump/Hot Water Unit (690mm diameter x 1925mm high)		Supply deliver & Install
I	All Components required to Treat/Filter Rainwater – complete with Equipment Security Cover		Supply deliver & Install
J	Sample Point		Supply deliver & Install
K	20mm Tempering Valve		Supply deliver & Install
L	Pulse Meter (Water)		Supply deliver & Install
M	UV Filtration		Supply deliver & Install
N	UV Filtration (Control Box)		Supply deliver & Install
O	Submersible Pump		Supply deliver & Install
P	Automatic Hydraulic Switching Device complete with Backflow Device		Supply deliver & Install
Q	20mm Duo Valve		Supply deliver & Install

**N.B. Components itemised refer to those labelled in Set-Out Drawings (Appendix A – D)**

## APPENDIX F – PRESSURE SEWER POD OFFSET



**WARNING**  
BEWARE OF UNDERGROUND SERVICES. THE LOCATION OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHALL BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

**FOR CONSTRUCTION**

PLAN TYPE: CIVIL  
SCALE: N.T.S.  
DRAWING NUMBER: PSAQUA-C-001  
NUMERAL: 0000  
REV



**SOUTH EAST WATER CORPORATION**  
TYPICAL PRESSURE SEWER CONNECTIONS  
SHORT CONNECTION FOR LOTS WITH  
FRONT & SIDE BOUNDARY RETAINING WALLS



South East Water Corporation  
WatersEdge 101 Wells Street  
Frankston VIC 3199  
T 61 3 9552 3000 F 61 3 9552 3001  
E info@sew.com.au www.sew.com.au

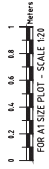
ISSUED FOR PREPARATION OF DESIGN GUIDELINES: 20/3/18  
DATE DESIGNED: 20/3/18  
DATE DRAWN: 20/3/18  
DATE DES. CHK: 20/3/18  
DATE DRAFT CHK: 20/3/18

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SHEET SIZE: A1 (FULL SIZE PLOT) APPROVED

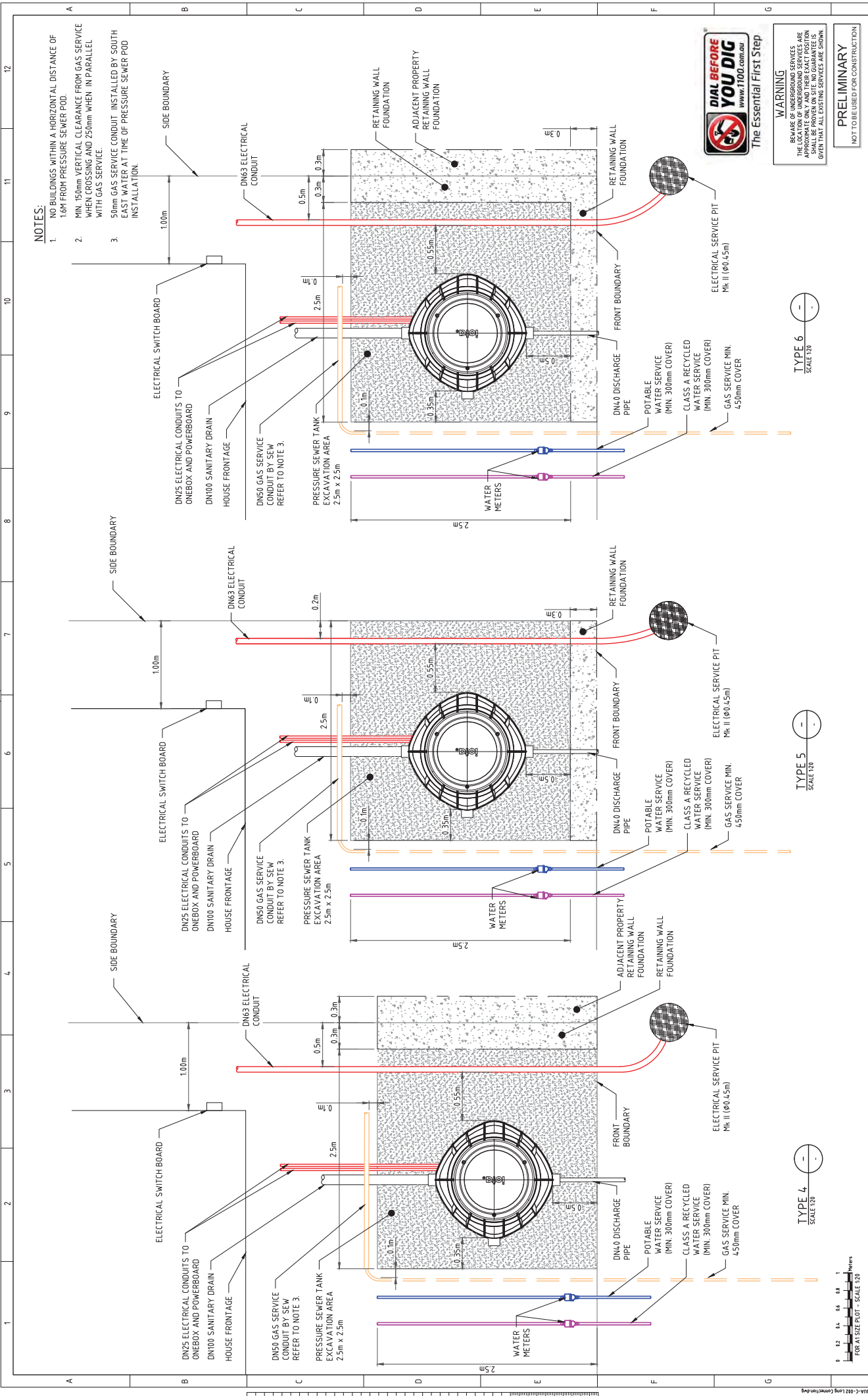
REVISIONS

REV	ZONE	DESCRIPTION	DATE	DESIGNED	DRAWN	DES. CHK.	DRAFT CHK.
1		ISSUED FOR PREPARATION OF DESIGN GUIDELINES: 20/3/18	20/3/18				
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							





## APPENDIX G - PRESSURE SEWER POD OFFSET



- NOTES:**
- NO BUILDINGS WITHIN A HORIZONTAL DISTANCE OF 1.6M FROM PRESSURE SEWER POD.
  - MIN. 150mm VERTICAL CLEARANCE FROM GAS SERVICE WHEN CROSSING AND 250mm WHEN IN PARALLEL WITH GAS SERVICE.
  - 50mm GAS SERVICE CONDUIT INSTALLED BY SOUTH EAST WATER AT TIME OF PRESSURE SEWER POD INSTALLATION



**WARNING**  
BEWARE OF UNDERGROUND SERVICES. THE LOCATION OF ALL SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHALL BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.

**PRELIMINARY**  
NOT TO BE USED FOR CONSTRUCTION

**SOUTH EAST WATER CORPORATION**  
TYPICAL PRESSURE SEWER CONNECTIONS  
LONG CONNECTION FOR LOTS WITH  
FRONT & SIDE BOUNDARY RETAINING WALLS



South East Water Corporation  
WatersEdge 101 Wells Street  
Frankston VIC 3199  
T 61 3 9552 3000 F 61 3 9552 3001  
E info@sew.com.au www.sew.com.au

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NO	DATE	DESIGNED	DRAWN	DES. CHK.	DRAW. CHK.
1	20/3/18	MM	MN	DI	CD

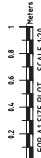
REV	ZONE	DESCRIPTION	DATE	DESIGNED	DRAWN	DES. CHK.	DRAW. CHK.
1		ISSUED FOR PREPARATION OF DESIGN GUIDELINES	20/3/18	MM	MN	DI	CD

PLAN TYPE	CIVIL
SCALE	N.T.S.
DRAWING NUMBER	PSAQUA-C-002
NUMERAL	0000
REV	

**TYPE 6**  
SCALE 1:20

**TYPE 5**  
SCALE 1:20

**TYPE 4**  
SCALE 1:20



## APPENDIX H – COLORBOND AQUAPLATE TANK COLOURS

# Colours

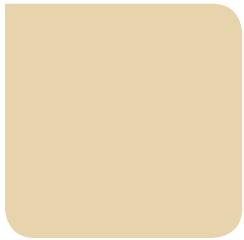


Bluescope Colorbond Aquaplate is a specialised tank making material developed by Bluescope Steel.

Available colour range is limited to a range of 10 colours as displayed below:

Any other coloured tank can be supplied by spray painting the tank - P.O.A.

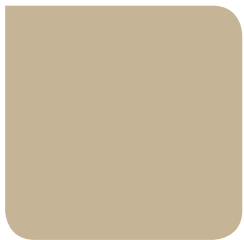
## AVAILABLE in Colorbond Aquaplate



CLASSIC CREAM™



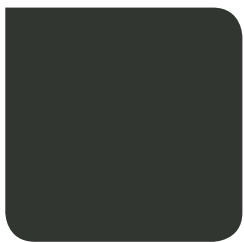
SURFMIST®



PAPERBARK®



JASPER®



WOODLAND GREY®



WINDSPRAY®



MONUMENT®



DEEP OCEAN®



WILDERNESS



PALE EUCALYPT®

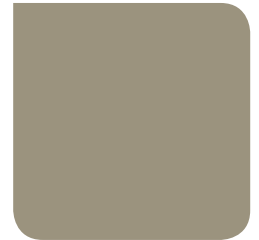
## NOT AVAILABLE in Colorbond Aquaplate



EVENING HAZE®



DUNE®



COVE™



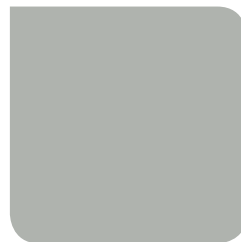
GULLY™



WALLABY™



BASALT™



SHALE GREY™



TERRAIN®



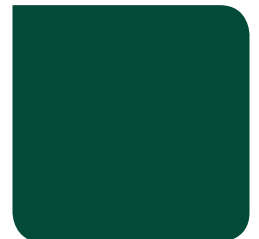
NIGHT SKY®



IRONSTONE®



MANOR RED



COTTAGE GREEN



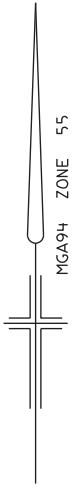
MANGROVE™



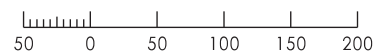
Note: Printing these colours may not give an accurate representation. For best colour matching, ask for a colour chip

**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN  
INCLUDING HEIGHT AND SETBACK  
PROFILE IDENTIFIER CODE**

**AQUAREVO**  
LYNDHURST



SCALE 1:4000 AT A3



LENGTHS ARE IN METRES

SHEET 1 OF 6 SHEETS

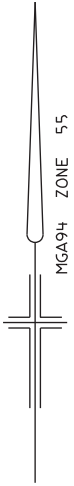
8766/3 VERSION E



Breese Pitt Dixon Pty Ltd  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
www.bpd.com.au info@bpd.com.au



**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**



SEE SHEET 3

**NOTATIONS**

THIS PLAN FORMS PART OF THE "AQUAREVO BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION

THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES

PROFILE TYPES (A) (B) (C) (S) (T) (V) ARE CONTAINED IN THE AQUAREVO BUILDING DESIGN GUIDELINES

ON LOTS WHERE MORE THAN ONE BUILDING TO BOUNDARY ZONE (CROSS HATCHED ON THIS PLAN) IS SHOWN, A BUILDING CONSTRUCTED ON THE SAID LOT, MUST ONLY BE CONSTRUCTED WITHIN THE BUILDING TO BOUNDARY ZONE WHICH IS DIRECTLY ADJACENT TO THE CONSTRUCTED CROSSOVER

SCALE 1:500 AT A3



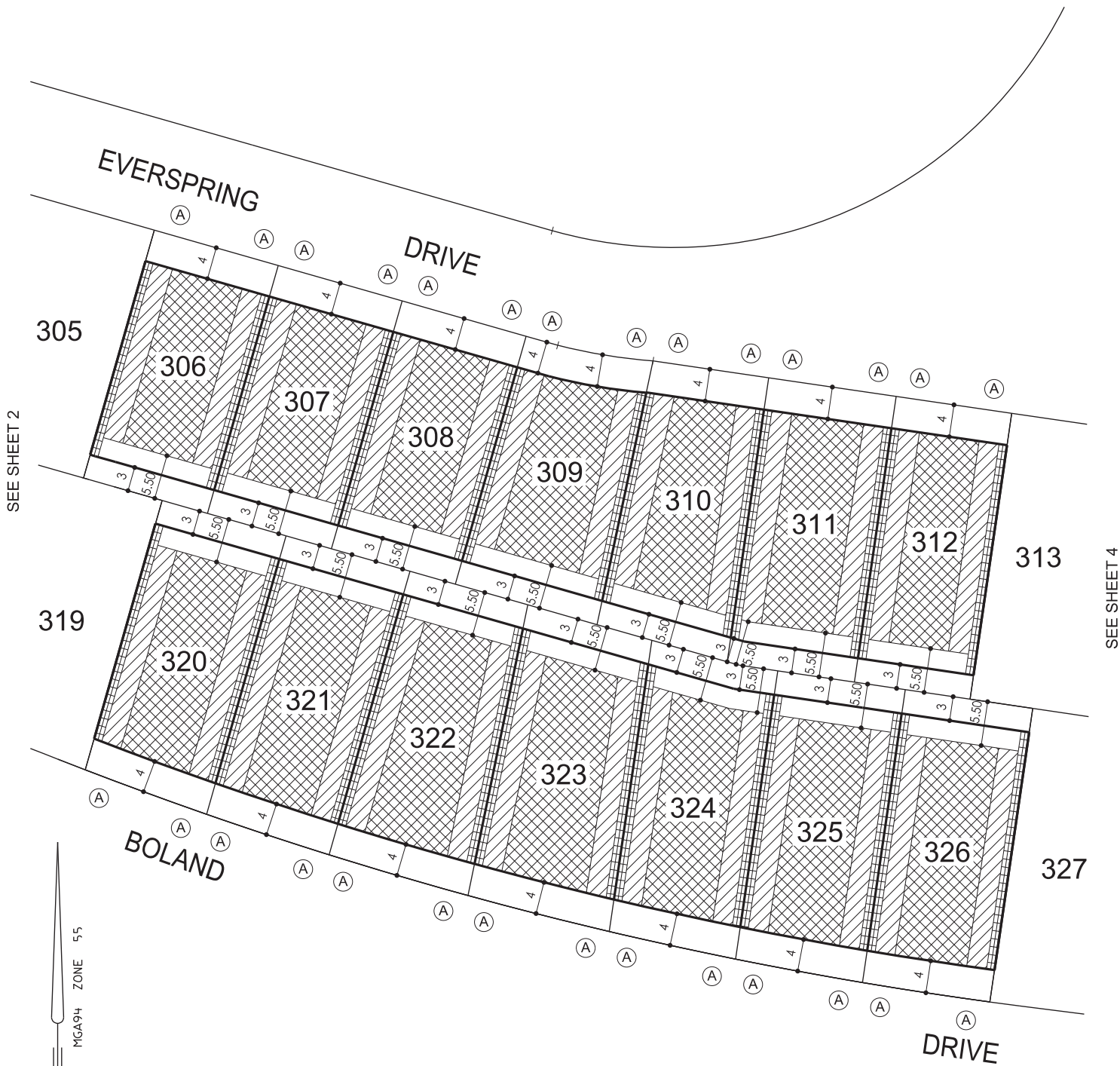
LENGTHS ARE IN METRES

SHEET 2 OF 6 SHEETS  
8766/3 VERSION E



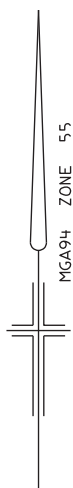


**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**



SEE SHEET 2

SEE SHEET 4



SCALE 1:500 AT A3



LENGTHS ARE IN METRES

SHEET 3 OF 6 SHEETS  
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ARE CONTAINED IN THE AQUAREVO BUILDING DESIGN GUIDELINES

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**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**

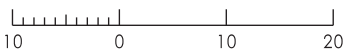


SEE SHEET 3

SEE SHEET 5

SEE SHEET 5

SCALE 1:500 AT A3



LENGTHS ARE IN METRES

SHEET 4 OF 6 SHEETS  
8766/3 VERSION E

THIS PLAN FORMS PART OF THE "AQUAREVO BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION

THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES

PROFILE TYPES (A) (B) (C) (S) (T) (V) ARE CONTAINED IN THE AQUAREVO BUILDING DESIGN GUIDELINES

**DRIVE**

ON LOTS WHERE MORE THAN ONE BUILDING TO BOUNDARY ZONE (CROSS HATCHED ON THIS PLAN) IS SHOWN, A BUILDING CONSTRUCTED ON THE SAID LOT, MUST ONLY BE CONSTRUCTED WITHIN THE BUILDING TO BOUNDARY ZONE WHICH IS DIRECTLY ADJACENT TO THE CONSTRUCTED CROSSOVER



**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**

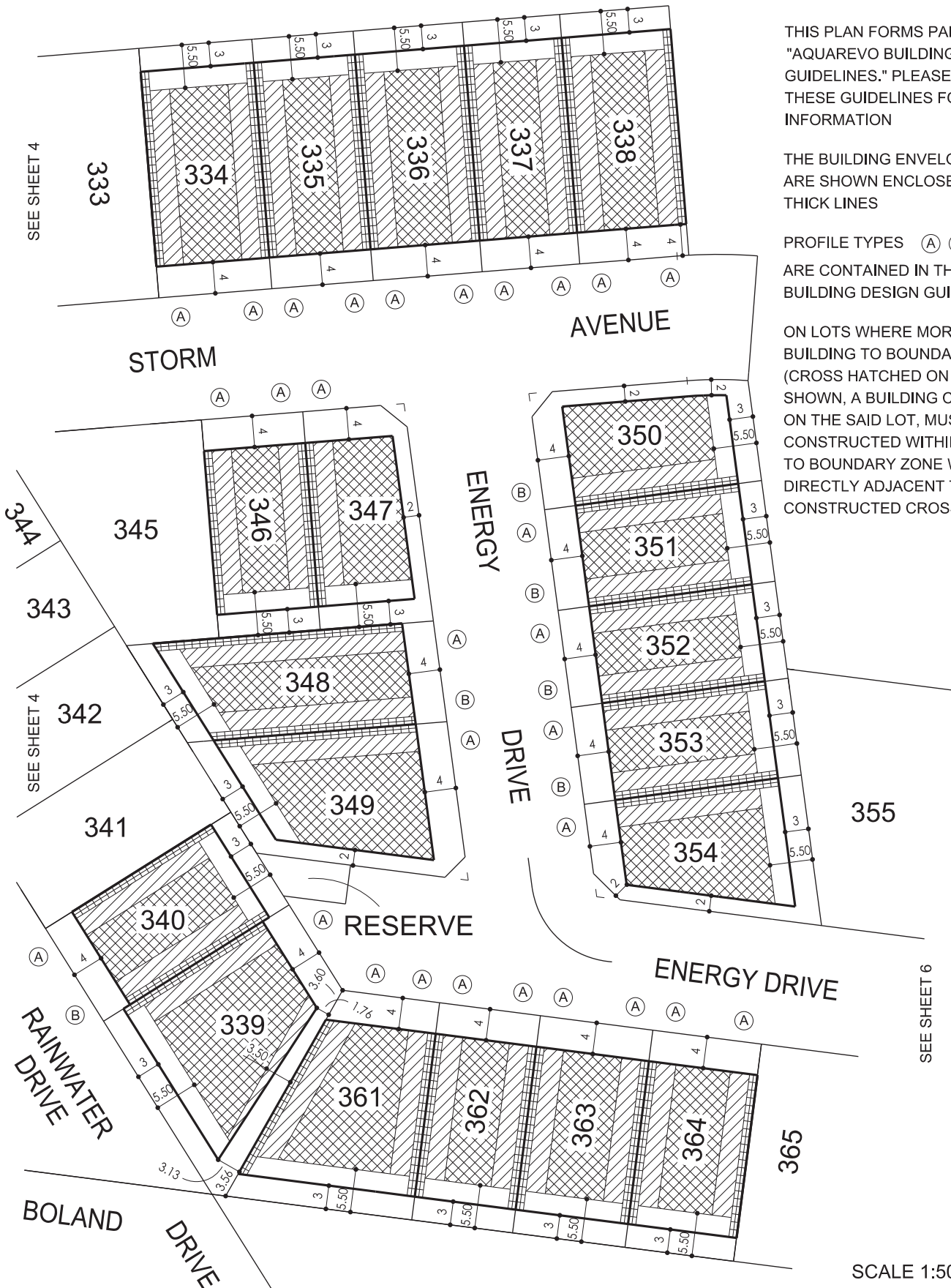
**NOTATIONS**

THIS PLAN FORMS PART OF THE "AQUAREVO BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION

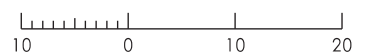
THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES

PROFILE TYPES (A) (B) (C) (S) (T) (V) ARE CONTAINED IN THE AQUAREVO BUILDING DESIGN GUIDELINES

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SCALE 1:500 AT A3



LENGTHS ARE IN METRES

SHEET 5 OF 6 SHEETS

8766/3 VERSION E



**AQUAREVO STAGE 3  
BUILDING ENVELOPE PLAN INCLUDING HEIGHT  
AND SETBACK PROFILE IDENTIFIER CODE**

**NOTATIONS**

THIS PLAN FORMS PART OF THE "AQUAREVO BUILDING DESIGN GUIDELINES." PLEASE REFER TO THESE GUIDELINES FOR FURTHER INFORMATION

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PROFILE TYPES (A) (B) (C) (S) (T) (V) ARE CONTAINED IN THE AQUAREVO BUILDING DESIGN GUIDELINES

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SEE SHEET 5

ENERGY

DRIVE

MGA94 ZONE 55

SCALE 1:500 AT A3



LENGTHS ARE IN METRES

SHEET 6 OF 6 SHEETS  
8766/3 VERSION E

