

DATED

2020



**BARWON REGION WATER CORPORATION**

to

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## CONTRACT OF SALE OF REAL ESTATE

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Property:

Lot ,Wandana Heights 3216



386 Hargreaves St Bendigo  
PO Box 337, Bendigo 3552  
DX 55009 Bendigo  
P: 03 5434 6666  
F: 03 5434 6667  
1/144 Stage 2B Wandana Lots 105, 106, 133 to 138 v2

157 Barker St Castlemaine  
PO Box 206, Castlemaine 3450  
DX 35304 Castlemaine  
P: 03 5472 1588  
F: 03 5472 4808

Visit Office (by appointment)  
Level 1, 6 Riverside Quay  
Southbank, Melbourne 3006  
Fifty-First RH Nominees Pty Ltd  
ABN 30 085 681 349

**RobertsonHyetts**  
SOLICITORS



Accredited Business Law  
& Property Law Specialist





## CONTRACT OF SALE OF REAL ESTATE

Stage 2B Lots 105, 106, 133 to 138

Property Address: Lot

, Wandana Heights 3216

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.

### 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.

### 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

on / / 2020

Print name of person signing:

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

Print name of person signing:

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

SIGNED BY THE VENDOR

on / / 2020

Barwon Region Water Corporation

Print name of person signing:

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

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

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 3006  
Email: oliverhume@oliverhume.com.au  
Phone: 03 9669 5999 Mob: Fax: 03 9669 5995 Ref:

VENDOR

Name: BARWON REGION WATER CORPORATION  
Address: 55-67 Ryrie Street, Geelong Vic 3220  
Email:

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: Janelle Brown

PURCHASER

Name:  
Address:  
Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:  
Address:  
Email:  
Phone: Mob: Fax: Ref:

LAND (general conditions 3 and 9)

The land is:  
described below:

Certificate of Title Reference	Part	being lot	on plan
Volume 12197	Folio 418		PS829542Q

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: Lot , Wandana Heights 3216

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

Nil

PAYMENT (general condition 11)

Price \$  
Deposit \$ by / / (of which \$ has been paid)  
Balance \$ 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 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 14 days after the vendor gives notice in writing to the purchaser of registration of the Plan.

**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.

**SPECIAL CONDITIONS**

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

special conditions

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

## SPECIAL CONDITIONS

### 1. Definitions and interpretation

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

#### 1.1 Definitions

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

**Council** means the Greater City of Geelong;

**Day of Sale** means the date by which the purchaser has signed this contract as described in the particulars of sale;

**Design Assessment Panel** means the panel formed by the vendor to oversee the implementation of the Wandana 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 335 Barrabool Road, Wandana Heights into residential lots known as Wandana;

**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 PS829542Q;

**Planning Permit** means planning permit no. PP-392-2015 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;

**Restriction** means the restrictions and the building envelopes and the building envelope profiles (if any) created on registration of the Plan;

**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.

**Vendor statement** means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

**Wandana 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/wandana/purchaser-information/building-information/>.

## 1.2 Interpretation

In this contract, unless the context requires otherwise:

- (a) The singular includes the plural and the plural includes the singular;
- (b) A reference to a gender includes a reference to each other gender;
- (c) Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- (d) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law;
- (e) If a party consists of more than one person this contract binds them jointly and each of them severally;
- (f) A reference to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- (g) A reference to a statute includes:
  - a. any subordinate instruments made under that statute;
  - b. any statutes amending, consolidating or replacing that statute;
- (h) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this contract;
- (i) Where a word or phrase is given a definite meaning in this contract, a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- (j) Any covenant, obligation or undertaking of the purchaser under this contract, will take effect as separate and several covenants;
- (k) A reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time;
- (l) 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.

## 2. Electronic Conveyancing

- 2.1 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 2 has priority over any other provision to the extent of any inconsistency.

- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
  - 2.3.1 be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - 2.3.2 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
  - 2.3.3 conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 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.
- 2.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
  - 2.6.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - 2.6.2 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.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
  - 2.7.1 electronically on the next business day, or
  - 2.7.2 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.
- 2.8 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.
- 2.9 The vendor must before settlement:
  - 2.9.1 deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - 2.9.2 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;
  - 2.9.3 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.
- 2.10 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.

### **3. Amendments to General Conditions**

- 3.1 General conditions 5, 9, 15, 18, 20, 24.2 and 24.4 to 24.6 do not apply to this contract.
- 3.2 General Condition 6 is deleted and replaced with the following:

- 6.1 If a party has given notice that settlement and lodgement can no longer be conducted electronically 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

3.7 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.

3.8 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.
- 3.9 General condition 28.1 is amended by adding the words "on a solicitor-client basis" after the word "costs".
- 3.10 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

## 4. GST Withholding

### 4.1 Interpretation

In this clause 4:

- 4.1.1 GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 4.1.2 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.
- 4.1.3 **TA Act** means the Taxation Administration Act 1953 (Cth).
- 4.1.4 **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.
- 4.1.5 **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.
- 4.1.6 Potential Residential Land has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### 4.2 Potential Residential Land

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

- 4.2.1 Registered for GST: and
  - 4.2.2 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 4.3.

### 4.3 GST Withholding

- 4.3.1 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 4.2.



- 4.3.2 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 4.3.
- 4.3.3 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 4.3.
- 4.3.4 If clause 4.3.2 applies then, unless otherwise directed by the vendor, and subject to clause 4.3:
- (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 4.3.4(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 4.3.2(b).
- 4.3.5 Clause 4.3.4 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.
- 4.3.6 If payment of the GST Withholding Amount does not occur in accordance with either clause 4.3.4 or clause 4.3.5 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.
- 4.3.7 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 4.3 or any breach of the purchaser's obligations under Subdivision 14-E of Schedule 1 to the TA Act.
- 4.3.8 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.
- 4.3.9 If the purchaser has not received a GST Withholding Notice from the vendor within the timeframe stipulated in clause 4.3.1, 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 4.3.2(a) and 4.3.2(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.

## 5. Deposit

- 5.1 Deposit monies payable under this contract will be:
- 5.1.1 Paid into an interest bearing trust account by the vendor's solicitor on trust for the purchaser until registration of the Plan; or

- 5.1.2 Paid into the vendor's solicitor's or vendor's agent's trust account on trust for the purchaser until registration of the Plan.
- 5.2 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.
- 5.3 For the purposes of special condition 5.2, 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 5.1 less all duties payable in respect of such account.
- 5.4 Upon registration of the Plan the deposit monies will be held or invested by the vendor's solicitor or the vendor's agent upon the terms set out in this special condition as stakeholder for the parties and will be held or released pursuant to the provisions of the *Sale of Land Act 1962* as amended.

**6. Contract Conditional upon Registration of Plan (Sunset Clause)**

- 6.1 This contract is conditional upon the Plan being registered by the Registrar of Titles within thirty-six (36) months after the date of this contract.
- 6.2 The vendor at its own expense and with all reasonable expedition will use its best endeavours to procure registration of the Plan by the Registrar within the above period.
- 6.3 If the Plan is not registered within the above period, then:
  - 6.3.1 The purchaser will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the vendor;
  - 6.3.2 The vendor will have the right, prior to the Plan being registered, to rescind this contract by giving notice in writing to that effect to the purchaser subject to the vendor satisfying the requirements of section 10B of the *Sale of Land Act 1962*.
  - 6.3.3 After the rescission of this contract under special condition 6.3.1 or 6.3.2, all monies paid under this contract by the purchaser will be refunded to the purchaser; and
  - 6.3.4 After the refund of all monies pursuant to special condition 6.3.3, 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 or the failure of the vendor to procure the registration of the Plan.
- 6.4 Statement under section 10F of the *Sale of Land Act*
  - 6.4.1 The vendor is required to give notice of a proposed rescission of the contract under the Sunset Clause;
  - 6.4.2 The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
  - 6.4.3 The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
  - 6.4.4 The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

**7. Amendments to Plan**

- 7.1 The vendor may make any minor amendments to the Plan:
  - 7.1.1 As it may determine in its absolute discretion; or
  - 7.1.2 As may be required by the Registrar of Titles as a condition of registering the Plan; or
  - 7.1.3 As may be necessary to create easements for the reticulation of recycled and potable water, sewerage, drainage or data transmission cables.
- 7.2 Section 10(1) of the *Sale of Land Act 1962* does not apply in respect of the final location of an easement shown on a certified plan.
- 7.3 The purchaser will:
  - 7.3.1 Accept the Land on the Plan as ultimately registered notwithstanding that there may be minor variations or discrepancies between the Lot sold under this contract and the Lot on the registered Plan; and
  - 7.3.2 Make no objection, requisition or claim any compensation in respect of any minor variation or discrepancy between the dimensions and position of the Lot sold under this contract on the Plan and the Lot on the registered Plan, any alleged misdescription of the Land or any renumbering of stages of Lots on the Plan.

- 7.4 Special condition 7.3 is subject to the vendor notifying the purchaser in writing as soon as practicable of any proposed amendment to the Plan requested by the Registrar of Titles or by the vendor.
- 7.5 Where a purchaser claims that any proposed amendment to the Plan materially affects the Land and purports to rescind this contract, the vendor may, within fourteen (14) days of receiving such notice of rescission from the purchaser (which will be served on the vendor by the purchaser no later than fourteen (14) days after the date upon which the vendor has advised the purchaser of an amendment to the Plan) dispute that any proposed amendment materially affects the Land and refer the dispute to an arbitrator for determination in accordance with the provisions of section 14B of the Sale of Land Act.

**8. Caveat**

- 8.1 The purchaser will not take any action so as to prevent or delay the registration of the Plan and in particular, will not lodge at the Land Use Victoria a caveat in respect of the Property until after the Plan has been registered.
- 8.2 The purchaser hereby irrevocably appoints the vendor or any director of the vendor as its attorney for the purpose of signing and lodging a withdrawal of caveat in respect of any caveat lodged by or on behalf of the purchaser in breach of this special condition.

**9. Parties to do all things necessary to obtain Registration of the Plan**

The parties must sign all documents, applications, consents, instruments and writings and do all acts, matters and things which may be necessary or desirable to obtain registration of the Plan and give full effect to anything referred to in these special conditions at the request of the vendor.

**10. Purchaser acknowledges Restrictions**

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

- 10.1 Requires that only one private dwelling house be erected on the Land;
- 10.2 Requires the written approval of the Design Assessment Panel for any dwelling house constructed on the Land and that it must be constructed in accordance with the Design Guidelines a copy of which can be obtained from the website specified in the Restriction;
- 10.3 Places certain restrictions on the floor area of any dwelling house erected on the Land;
- 10.4 Places certain restrictions on fences to be erected on the Land;
- 10.5 Prohibits further subdivision of the Land.

**11. Design Guidelines**

- 11.1 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 Wandana Design Guidelines.
- 11.2 The purchaser acknowledges having read the Wandana Design Guidelines attached to the vendor statement and admits that the Land is sold subject to the provisions of the Wandana Design Guidelines.
- 11.3 The purchaser must not do anything which contravenes the Wandana Design Guidelines (as amended from time to time) without having first obtained the prior written consent of the vendor or its delegated Design Assessment Panel.
- 11.4 The purchaser acknowledges that the vendor is authorised to amend the Wandana Design Guidelines either before or 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 Wandana Design Guidelines being provided to the purchaser via the website specified in the Restriction;
- 11.5 The purchaser irrevocably consents to the vendor exercising the rights contained in special condition 11.4 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.
- 11.6 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.

**12. Disclosure of Works**

- 12.1 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

- 12.2 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/wandana/purchaser-information/building-information/> or such other website as may be specified by the vendor.

### 13. Wandana Development

- 13.1 The purchaser acknowledges that the Land forms part of the vendor's overall development of the land known as Wandana (the **Development**).
- 13.2 The purchaser covenants that it will not directly or indirectly:
- 13.2.1 Hinder, delay or prevent the Development and its construction by the vendor;
  - 13.2.2 Hinder, delay or prevent the marketing activities of the vendor;
  - 13.2.3 Hinder or object to any application for any approval made by or on behalf of the vendor in relation to the Development; or
  - 13.2.4 Do anything which, in the vendor's opinion may curtail, inhibit or interfere with or which may affect the Development or the Plan generally.
- 13.3 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 13.2.
- 13.4 The purchaser:
- 13.4.1 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 issued for the Development obtained by the vendor without reference to the purchaser;
  - 13.4.2 Authorises the vendor to amend the Section 173 Agreement and any other agreement entered into with a relevant authority;
  - 13.4.3 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;
  - 13.4.4 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;
  - 13.4.5 Acknowledges that the section 173 Agreement will not constitute a defect in the vendor's title; and
  - 13.4.6 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.
- 13.5 The purchaser acknowledges that the vendor may install infrastructure including data transmission cables for the supply of telecommunications services which require an agreement to be entered into by the purchaser with a private supplier for the use of the data transmission cable.
- 13.6 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 13.
- 13.7 The purchaser must:

- 13.7.1 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;
- 13.7.2 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;
- 13.7.3 not leave the building works incomplete for more than three months without work being carried out;
- 13.7.4 complete the construction of a driveway within three months of the issuing of an occupancy permit on the Land;
- 13.7.5 submit landscape plans which provide for a high standard of presentation and are in conformity with the Wandana Design Guidelines to the vendor or its delegated Design Assessment Panel for approval before the commencement of any landscaping works;
- 13.7.6 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 on the Land.
- 13.8 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 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.
- 13.9 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 Wandana 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.

#### **14. Adjustments**

- 14.1 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.
- 14.2 The Outgoings must be apportioned on the following basis:
  - 14.2.1 State land tax certified or assessed for the land (whether or not the same is computed on a proportional basis or 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
  - 14.2.2 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 02865 folio 825, volume 9845 folio 841, volume 10035 folio 483 and volume 10039 folio 350; and
  - 14.2.3 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
  - 14.2.4 Any personal or statutory benefit available to any party shall be disregarded;
  - 14.2.5 Any community infrastructure levy assessed against the Land shall be paid by the purchaser in full. If payment of this levy falls due before settlement the purchaser shall reimburse the vendor for the amount paid by the vendor at settlement; and
  - 14.2.6 Notwithstanding special condition 14.2.1 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.
- 14.3 The purchaser must solely bear and pay all:
  - 14.3.1 Supplementary rates and taxes;
  - 14.3.2 Service connection fees or levies; and

### 14.3.3 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.

- 14.4 Notwithstanding special condition 14.2.6, the Outgoings will be adjusted as if they had been paid by the vendor as at the Day of Sale.
- 14.5 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under this special condition, if requested by the vendor.

## 15. 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.

## 16. Fencing Notice

- 16.1 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 must not make any claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.
- 16.2 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 will, 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.

## 17. Whole Agreement

- 17.1 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.
- 17.2 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.

## 18. 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 within seven (7) days of the date of this contract or of its nomination of the substitute purchaser (as appropriate).

## 19. Trust

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

- 19.1 The purchaser must not do anything to prejudice any right of indemnity the purchaser may have under the Trust;
- 19.2 The purchaser warrants that the purchaser has power under the Trust to enter into this contract;
- 19.3 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;
- 19.4 The purchaser warrants that the purchaser has a right of indemnity under the Trust; and
- 19.5 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.

## 20. 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.

## 21. FIRB Approval

- 21.1 The purchaser warrants to the vendor that this contract either:

21.1.1 Is not examinable by the FIRB under the *Foreign Acquisitions and Takeovers Act* 1975 (FIRB Act); or

21.1.2 Where this contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.

21.2 The purchaser will 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.

## **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**

23.1 "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 including the purchaser's full name, address and telephone number.

23.2 The purchaser hereby consents to the collection, use and disclosure of the Personal Information of the purchaser by the vendor and its related entities:

23.2.1 For entering into, administering and completing this contract and any development by the vendor referred to therein;

23.2.2 To comply with the vendor's obligations or to enforce its rights under this contract;

23.2.3 To owners of adjoining land to enable them to deal with the purchaser concerning any development or other work which they wish to undertake on their land (including the disclosure of Personal Information to contractors to assist owners of adjoining land in complying with their obligations and enforcing their rights in relation to the fencing);

23.2.4 To surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the Land;

23.2.5 In other circumstances where the vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

## **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. Driveway Crossover**

25.1 The purchaser acknowledges that the vendor will provide to the Land a Driveway Crossover and service connection points in the form and position identified in the Engineering plans provided by the vendor to the purchaser from time to time. If the purchaser wishes to change the location of the Council approved crossover, the purchaser shall be solely responsible for all costs associated with such a change including engineering or other plans, service connections and altering any trunk services.

25.2 The vendor may make amendments to the Engineering plan including the position of the crossover and service connection points:

25.2.1 As it may determine in its absolute discretion; or

25.2.2 As may be required by the relevant authorities.

25.3 The purchaser will make no objection, requisition or claim any compensation in respect of any amendment to the Engineering plan.

**26. Telecommunications services**

- 26.1 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.
- 26.2 The purchaser acknowledges that:
  - 26.2.1 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;
  - 26.2.2 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;
  - 26.2.3 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;
  - 26.2.4 the vendor has no control over the type of service provided in accordance with the Universal Service Obligation.
- 26.3 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.

**27. Resales / nominations**

- 27.1 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.
- 27.2 The vendor may in the exercise of the discretion set out in special condition 27.1 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.
- 27.3 If the purchaser sells, transfers or otherwise disposes of the Land after the Settlement Date and before the dwelling on the Land is completed in accordance with special condition 13.7, 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.
- 27.4 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.
- 27.5 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 will be refunded to the purchaser EXCEPT for the reasonable costs incurred by the vendor in relation to the contract 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.

**28. Platinum Club Member Rebate**

If the word 'Yes' appears in the below box and subject to the purchaser:-

- 28.1 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;
- 28.2 fully complying with all aspects of the terms of this Contract;
- 28.3 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



28.4 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.

Platinum Club Member

**Annexure A**

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**GUARANTEE AND INDEMNITY**

TO: Barwon Region Water Corporation of Level 1, 6 Riverside Quay, Southbank 3006

**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.....

**GUARANTORS:**

NAME

ADDRESS

## OCCUPATION

..... of.....

.....

..... of .....

## EXECUTION BY GUARANTORS

**DATED** the

day of

2020

**SIGNED** by the Guarantor in the presence of:

)

)

)

.....

(Guarantor)

.....

(witness)

**SIGNED** by the Guarantor in the presence of:

)

)

)

.....

(Guarantor)

.....

(witness)

**Annexure B**

**This Deed** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BETWEEN:** Barwon Region Water Corporation of Level 1, 6 Riverside Quay, Southbank 3006 ("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 \_\_\_\_\_ on Plan of Subdivision PS829542Q ("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 13.7 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 Barwon Region Water Corporation by \_\_\_\_\_ )  
 its duly authorised attorney in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ )

\_\_\_\_\_  
 (Witness)

Insert execution clauses for the Purchaser and New Purchaser.

**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 *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 **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.*




# 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                      on PS829542Q, Wandana Heights 3216</b>	
<b>Vendor's name</b>	<b>Barwon Region Water Corporation</b>	<b>Date 06 / 05 / 2020</b>
<b>Vendor's signature</b>	DocuSigned by:                      Michael Watson  Company Secretary <small>11073EB13005434...</small>	
<b>Purchaser's name</b>		<b>Date / / 2020</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date / / 2020</b>
<b>Purchaser's signature</b>		

## 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 \$8,000.00.
  - (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.
    - (iii) A community infrastructure levy of no more than \$1,150 at the time of building approval.
- 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 Greater Geelong City Council (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** - the property is in a bushfire prone area under section 192A of the *Building Act 1993*.
- 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. . 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 GAIC.

#### 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**

Not applicable.

**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.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

VOLUME 12197 FOLIO 418

Security no : 124082972153F

Produced 07/05/2020 01:36 AM

## LAND DESCRIPTION

Lot B on Plan of Subdivision 816135C.

## PARENT TITLES :

Volume 09845 Folio 841      Volume 12081 Folio 727

Created by instrument PS816135C 30/03/2020

## REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

BARWON REGION WATER CORPORATION of 55-67 RYRIE STREET GEELONG VIC 3220

PS816135C 30/03/2020

## ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS816135C 30/03/2020

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

AQ103755K 02/08/2017

## DIAGRAM LOCATION

SEE PS816135C FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS816135C (B)	PLAN OF SUBDIVISION	Registered	30/03/2020

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

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

Street Address: 25-29 BROWNHILL RIDGE WANDANA HEIGHTS VIC 3216

## ADMINISTRATIVE NOTICES

NIL

eCT Control 18776H HARWOOD ANDREWS LAWYERS


Effective from 30/03/2020


DOCUMENT END

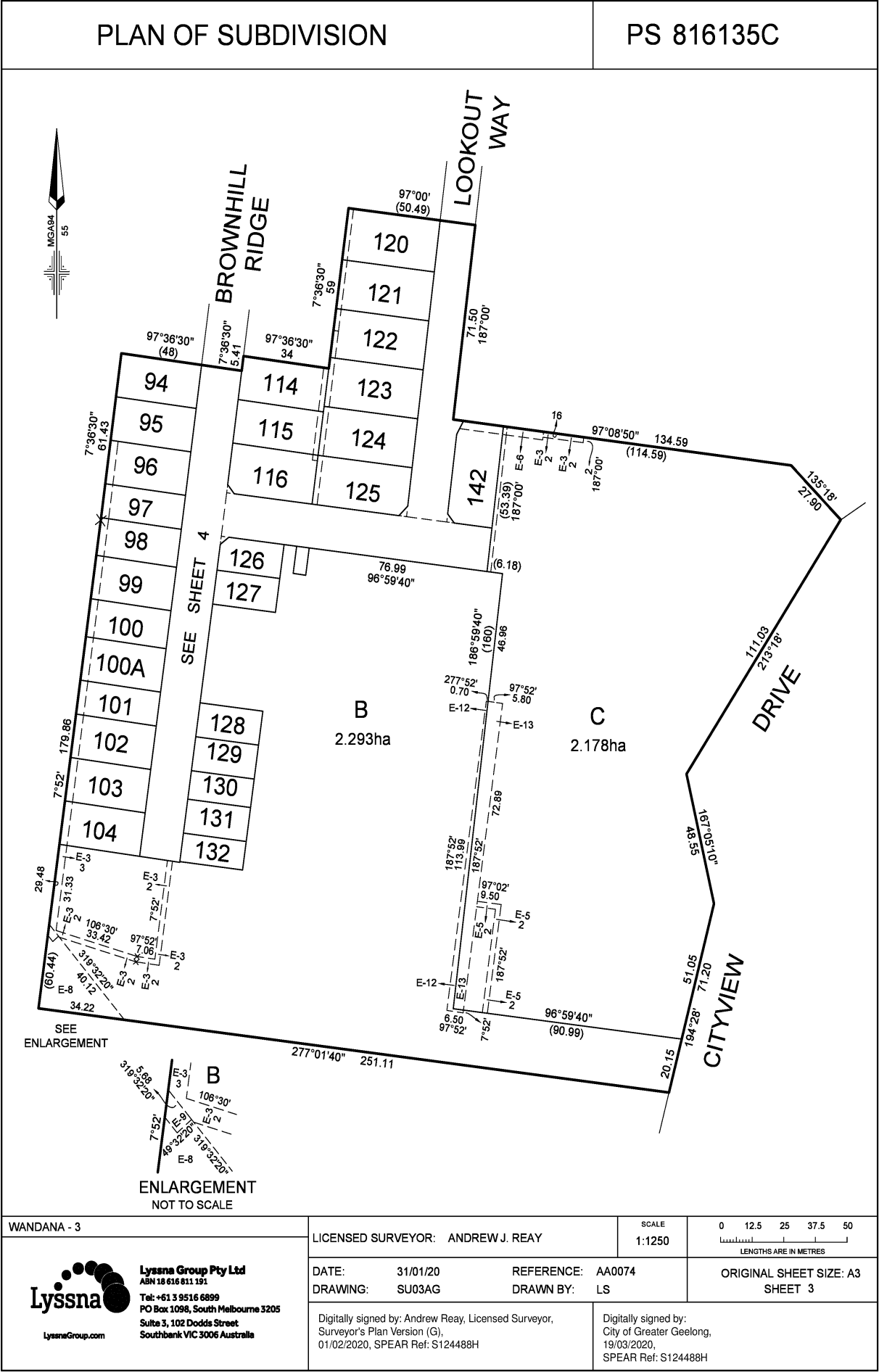
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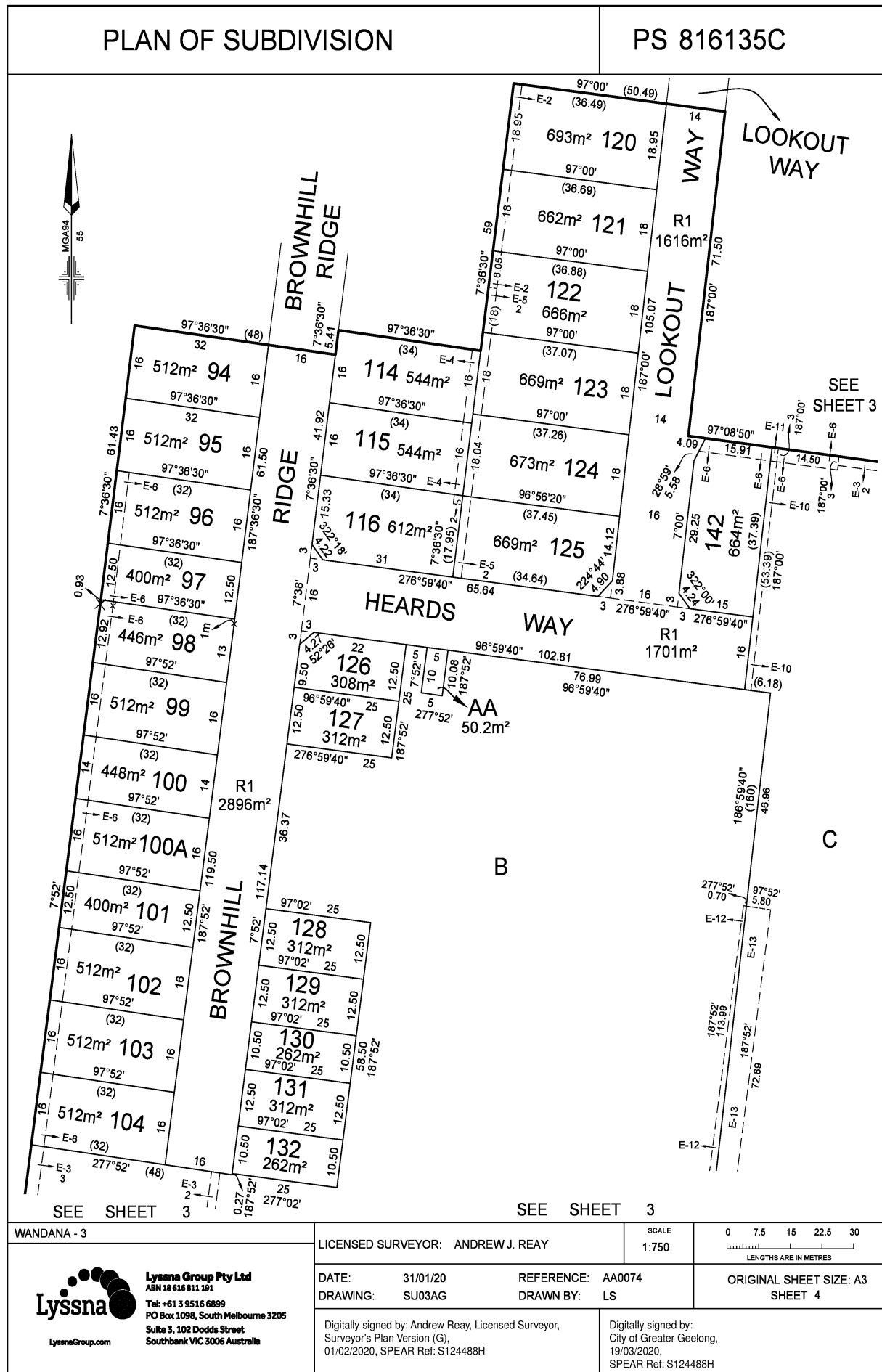
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<b>PLAN OF SUBDIVISION</b>		<b>Edition 1</b>	<b>PS 816135C</b>
<b>LOCATION OF LAND</b>  PARISH: BARRARBOOL TOWNSHIP: SECTION: 11 CROWN ALLOTMENT: 49 (PART) CROWN PORTION: TITLE REFERENCE: VOL 12081 Fol 727 VOL 9845 FOL 841 LAST PLAN REFERENCE: LOT A ON PS809692H LOT 1 ON TP119205G POSTAL ADDRESS: CITYVIEW DRIVE (at time of subdivision) WANDANA HEIGHTS, 3216 MGA CO-ORDINATES: E: 263 250 ZONE:55 (of approx centre of land in plan) N: 5 771 400		Council Name: City of Greater Geelong  Council Reference Number: 13807 Planning Permit Reference: 392-2015 SPEAR Reference Number: S124488H  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 08/02/2019  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Tim Webb for City of Greater Geelong on 19/03/2020	
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		
ROAD R1	CITY OF GREATER GEELONG		
<b>NOTATIONS</b> DEPTH LIMITATION 15.24m BELOW THE SURFACE SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PP-392-2015		LOTS 1 TO 93, 105 TO 113, 117 TO 119 AND 133 TO 141 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  EASEMENTS E-1 AND E-7 HAVE BEEN OMITTED FROM THIS PLAN  AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOTS AA, B & C) - 2.048ha  ADDITIONAL PURPOSE OF THIS PLAN: TO REMOVE THOSE PARTS OF EASEMENTS E-2 & E-4 ON PS809692H NOW CONTAINED IN ROAD R1 ON THIS PLAN.  GROUNDS FOR REMOVAL: ROAD MANAGEMENT ACT 2004 - SCHEDULE 5, CLAUSE 14(a)  ADDITIONAL PURPOSE OF THIS PLAN: TO REMOVE WATER SUPPLY EASEMENT CREATED IN INSTRUMENT No. N.693874N  GROUNDS FOR REMOVAL: AGREEMENT BY ALL INTERESTED PARTIES	
<b>EASEMENT INFORMATION</b>			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-2	PIPELINES OR ANCILLARY PURPOSES	2	PS809692H (SEC 136 OF THE WATER ACT 1989)
E-3	DRAINAGE	SEE DIAG.	THIS PLAN
E-4	DRAINAGE	2	PS809692H
E-5	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN (SEC 136 OF THE WATER ACT 1989)
			CONTINUED ON SHEET 2
WANDANA - 3		LICENSED SURVEYOR: ANDREW J. REAY	
29 LOTS & BALANCE LOTS AA, B & C			
 <b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com		DATE: 31/01/20 REFERENCE: AA0074 DRAWING: SU03AG DRAWN BY: LS	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6
		Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (G), 01/02/2020, SPEAR Ref: S124488H	PLAN REGISTERED TIME: 4.22pm DATE: 30/03/2020 Assistant Registrar of Titles Denise Satti

PLAN OF SUBDIVISION				PS 816135C
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-6	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 3	THIS PLAN THIS PLAN (SEC 136 OF THE WATER ACT 1989)	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-8	TRANSMISSION OF ELECTRICITY	SEE DIAG.	C249293	S.E.C.V
E-9	TRANSMISSION OF ELECTRICITY DRAINAGE	3 3	C249293 THIS PLAN	S.E.C.V CITY OF GREATER GEELONG
E-10	TRANSMISSION OF ELECTRICITY	1.50	THIS PLAN	POWERCOR AUSTRALIA LTD
E-11	TRANSMISSION OF ELECTRICITY DRAINAGE PIPELINES OR ANCILLARY PURPOSES	1.50 1.50 1.50	THIS PLAN THIS PLAN THIS PLAN (SEC 136 OF THE WATER ACT 1989)	POWERCOR AUSTRALIA LTD CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-12	SUPPLY OF GAS DRAINAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	AUSNET GAS SERVICES PTY LTD CITY OF GREATER GEELONG
E-13	SUPPLY OF GAS DRAINAGE PIPELINES OR ANCILLARY PURPOSES	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN (SEC 136 OF THE WATER ACT 1989)	AUSNET GAS SERVICES PTY LTD CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
WANDANA - 3			LICENSED SURVEYOR: ANDREW J. REAY	
 <b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com			DATE: 31/01/20	REFERENCE: AA0074
			DRAWING: SU03AG	DRAWN BY: LS
			Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (G), 01/02/2020, SPEAR Ref: S124488H	Digitally signed by: City of Greater Geelong, 19/03/2020, SPEAR Ref: S124488H





## PLAN OF SUBDIVISION

PS 816135C

## CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

## DESCRIPTION OF RESTRICTION

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
94	95
95	94, 96
96	95, 97
97	96, 98
98	97, 99
99	98, 100
100	99, 100A
100A	100, 101
101	100, 102
102	101, 103
103	102, 104
104	103
114	115, 123, 124
115	114, 116, 124

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
116	115, 125
120	121
121	120, 122
122	121, 123
123	114, 122, 124
124	114, 115, 123, 125, 142
125	116, 124, 142
126	127
127	126
128	129
129	128, 130
131	130, 132
142	124, 125

The registered proprietor for the time being of a lot on this Plan of Subdivision his, her, their or its 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 standing more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).
- (ii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house or any other improvements, or carry out or cause to be carried out or allow to be carried out any building or construction works on the lot unless:
  - A. copies of building plans, elevations, roof plan, site plan (incorporating set-back from all boundaries, building envelope, existing contours, 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 Design Assessment Panel, at the address in the Design Guidelines (as amended from time to time) and
  - B. the plans comply with the Design Guidelines and Building Envelopes that deal with all siting and other matters that would otherwise be regulated by Part 4 of the Building Regulations 2006 (or any superseding regulation), a copy of which can be obtained from the website [HTTP://villawoodproperties.com.au/community/wandana](http://villawoodproperties.com.au/community/wandana); and
  - 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 prior to the commencement of works;
- (iii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house with a floor area of less than:
  - A. 160 square metres in the case of a lot having an area of 500 square metres or greater; or
  - B. 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
  - C. 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
  - D. 75 square metres in the case of a lot having an area of less than 300 square metres.

For the purposes of calculating the floor area of a dwelling house the area of the garages, terraces, pergolas or verandahs shall be excluded.

- (iv) Build or cause to be built or allow to be built or allow to remain any fencing:
  - A. Along a front street boundary; or
  - B. Between the front street boundary and the building line; or
  - 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 4 of the Building Regulations 2006 in relation to overlooking.
- (v) Subdivide or cause to subdivide or allow to be subdivided the lot.
- (vi) Allow any of the above restrictions to be changed or amended unless otherwise approved by the Responsible Authority and the Design Assessment Panel.

This restriction shall cease to have effect 25 years after the date of registration of this plan.

WANDANA - 3



**Lyssna Group Pty Ltd**  
 ABN 16 616 611 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

LICENSED SURVEYOR: ANDREW J. REAY

DATE:

31/01/20

REFERENCE: AA0074

ORIGINAL SHEET SIZE: A3

DRAWING:

SU03AG

DRAWN BY:

LS

SHEET 5

Digitally signed by: Andrew Reay, Licensed Surveyor,  
 Surveyor's Plan Version (G),  
 01/02/2020, SPEAR Ref: S124488H

Digitally signed by:  
 City of Greater Geelong,  
 19/03/2020,  
 SPEAR Ref: S124488H

## PLAN OF SUBDIVISION

PS 816135C

## CREATION OF RESTRICTION "B"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
130	129, 131
132	131

## DESCRIPTION OF RESTRICTION

The registered proprietor for the time being of a lot on this Plan of Subdivision his, her, their or its heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof:

- (i) Construct or extend any dwelling or allow the construction or extension of any dwelling unless it has been assessed for compliance against the small lot housing code. For purposes of assessment against the small lot housing code, all burdened lots are to be assessed as type B lots;
- (ii) Construct or extend any dwelling or allow the construction or extension of any dwelling unless the plans comply with the relevant clauses of the approved guidelines, a copy of which can be obtained from the web site at [HTTP://villawoodproperties.com.au/community/wandana](http://villawoodproperties.com.au/community/wandana);
- (iii) Construct or extend any dwelling or allow the construction or extension of any dwelling unless 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 prior to the commencement of works.

WANDANA - 3



**Lyssna Group Pty Ltd**  
 ABN 16 616 611 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 31/01/20 REFERENCE: AA0074  
 DRAWING: SU03AG DRAWN BY: LS

ORIGINAL SHEET SIZE: A3  
 SHEET 6

Digitally signed by: Andrew Reay, Licensed Surveyor,  
 Surveyor's Plan Version (G),  
 01/02/2020, SPEAR Ref: S124488H

Digitally signed by:  
 City of Greater Geelong,  
 19/03/2020,  
 SPEAR Ref: S124488H





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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**

## 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:6928207  
Customer Code: 1167E

**AQ103755K**

02/08/2017 \$94.60 173



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 9845 Folio 841

Responsible Authority: City of Greater Geelong Council of 100 Brougham Street, Geelong, 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:

PETER SMITH

Position Held:

COORDINATOR STRATEGIC IMPLEMENTATION

Date:

18 JULY 2017

Date 13 / 7 / 2017

**AQ103755K**

02/08/2017 \$94.60 173



**Maddocks**

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DX 259 Melbourne

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

**Subject Land:** 335 Barrabool Road and 41-63, 65 and 67 Cityview Drive, Wandana Heights

**Purpose of Agreement:** Infrastructure Contributions and Public Open Space Contributions

**City of Greater Geelong**

and

**Barwon Region Water Corporation**

Interstate offices  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - www.advoc.com

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

**AQ103755K**

Dated 13 / 7 / 2017



### Parties

Name	City of Greater Geelong
Address	City Hall, 30 Gheringhap Street, Geelong, Victoria
Short name	Council

Name	Barwon Region Water Corporation
Address	55-67 Ryrie Street, Geelong, Victoria
Short name	Owner

### Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme. Council is also the planning authority for Amendment C331 to the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes. Amendment C331 proposes to:
  - C.1 rezone the Subject Land from Farming Zone and Public Use Zone (Schedule 1) to General Residential Zone Schedule 1 under the Planning Scheme; and
  - C.2 apply other planning controls as appropriate to the Subject Land.
- D. Planning Permit 392/2015 allowing a multi-lot subdivision on the Subject Land is being considered concurrently with the preparation of Amendment C331 pursuant to Section 96A of the Act.
- E. The Owner and Council have agreed that the Subject Land will be liable for the Infrastructure Contribution.
- F. The Owner and Council also agree that:

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- F.1 a 10% Public Open Space Contribution applies to the proposed subdivision of the Subject Land under Clause 52.01 of the Planning Scheme; and
- F.2 the Owner will provide 50% of the total Public Open Space Contribution as works-in-kind in Drewan Park, with the remaining 50% of the Public Open Space Contribution to be paid as a Cash-in-Lieu contribution.
- G. The parties enter into this Agreement to:
- G.1 record the terms and conditions on which Council and the Owner have agreed for the Owner to pay the Infrastructure Contribution; and
- G.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

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## 1. Definitions

In this Agreement unless the context admits otherwise:

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

**Adjustment Index** means the annual CPI (all groups) Melbourne as published by the Australian Bureau of Statistics.

**Agreement** means this agreement.

**Amendment C331** means Amendment C331 to the Planning Scheme prepared by Council in its capacity as the Planning Authority.

**Approved Development Plan** means a development plan approved by Council in accordance with a Development Plan Overlay to be applied to the Subject Land by Amendment C331.

**Cash-in-Lieu Contribution** means a cash amount being 50% of the total amount of the Public Open Space Contribution to be made by the Owner in respect of the Subject Land.

**Drewan Park Landscape Concept Plan** means the Drewan Park Landscape Concept Plan prepared by Tract, dated 19.05.2017 and as amended from time to time and approved by Council.

**Dwelling** has the same meaning as in the Planning Scheme but also includes a residence that is provided as part of Retirement Village or Aged Care Facility

**Infrastructure Contribution** means the contribution specified in Schedule 2 required to be made in respect of each Residential Lot or each Dwelling as the case may be in accordance with clause 3.1.

**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.

**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.

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**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.

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

**Plan of Subdivision** means a plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or can be re-subdivided.

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

**Public Open Space Contribution** means the contribution required to be made in accordance with Clause 52.01 of the Planning Scheme.

**Registrar of Titles** means the Victorian Registrar of Titles.

**Residential Lot** means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision.

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

**Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.

**Subject Land** means the land described in Schedule 1 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 a reference to each other gender.
- 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 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each

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subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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### 3. Obligations of the Owner

#### 3.1 Infrastructure Contribution

The Owner covenants and agrees that subject to this Agreement, the Owner must pay the Infrastructure Contribution –

- 3.1.1 prior to the issue of a Statement of Compliance in respect of any Plan of Subdivision; or
- 3.1.2 prior to the issue of an Occupancy Permit or the like under the *Building Act 1993* if there is no subdivision.

#### 3.2 Public Open Space Contribution

The Owner covenants and agrees that, subject to this Agreement, the Owner must satisfy its obligation to make the Public Open Space Contribution in accordance with the following:

- 3.2.1 Unless otherwise agreed with Council, prior to a Statement of Compliance for Stage 6 of the subdivision of the Subject Land (as shown on the Subdivision Layout Plan Revision vPV4 dated 05.01.17), the Owner must complete upgrade works to Drewan Park such that the value of those upgrade works is equal to 50% of the value of the Public Open Space Contribution.<sup>1</sup>
- 3.2.2 The upgrade works which the Owner is required to undertake<sup>2</sup> under clause 3.2.1 are to be:
  - (a) carried out generally in accordance with the Drewan Park Landscape Concept Plan; and
  - (b) in accordance with a detailed Landscape Plan to be approved by Council prior to the upgrade works being commenced ; and
  - (c) selected from the Schedule of Works at Schedule 3 of this Agreement; and
  - (d) the items selected from the Schedule of Works in Schedule 3 are to be approved by Council.
- 3.2.3 Prior to the issue of a Statement of Compliance for each stage of the subdivision, the Owner must pay to Council the Cash-in-Lieu Contribution for that stage.

<sup>1</sup> The Owner should note that the land rezoned under Amendment C331 is owned by at least 4 different owners and there is an identical agreement in place for each owner. Council understands that each owner has entered into an agreement with Villawood Pty Ltd to project manage the development of the land affected by Amendment C331 as a co-ordinated urban development. This section 173 agreement imposes an identical obligation on each landowner to undertake the upgrade works (as well as pay the Cash-in-Lieu Contribution). However, it is the responsibility of the owners acting collectively to arrange between themselves their proportional liabilities in respect of the upgrade works. Under this agreement, if the upgrade works are not carried out, Council may enforce the agreement against each land owner collectively or any individual landowner. Council does not have an agreement with Villawood Pty Ltd.

<sup>2</sup> See Footnote 1 above.



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### 3.3 Indexation of Infrastructure Contribution

The Owner agrees that the amount of the Infrastructure Contribution is to be adjusted each year on 1 July after the date of execution of this Agreement by the Adjustment Index.

---

## 4. Acknowledgements of Council

Council acknowledges that it will apply any amount received under this Agreement in respect of the Infrastructure Contribution for the purpose of providing community facilities within Council's community services planning area 8 encompassing Highton, Belmont and Wandana Heights or for providing sub-regional community facilities in a nearby area.

---

## 5. Further obligations of the Parties

### 5.1 Notice and registration

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

### 5.2 Further actions

The Owner:

- 5.2.1 must do all things necessary to give effect to this Agreement;
- 5.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and 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.

### 5.3 Council's costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

### 5.4 Interest for overdue moneys

- 5.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate referenced in section 172 of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing.
- 5.4.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

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**5.5 Localised Infrastructure**

The Parties acknowledge and agree that:

- 5.5.1 in so far as this Agreement specifies a contribution to infrastructure, it relates only to community infrastructure not Localised Infrastructure; and
- 5.5.2 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.

---

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

Council and the Owner 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

---

**7. Owner's warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from 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.

---

**8. Successors in title**

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

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

---

**9. General matters**

**9.1 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:

- 9.1.1 personally on the person;
- 9.1.2 by leaving it at the person's current address for service;
- 9.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 9.1.4 by facsimile to the person's current number for service; or

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9.1.5 by email to the person's current email address for service.

**9.2 No waiver**

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

**9.3 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.

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

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

**9.5 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.

**9.6 Governing law**

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

---

**10. GST**

**10.1 GST Act**

In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

**10.2 Exclusive of GST**

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

**10.3 Recipient must pay**

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 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.

**10.4 Tax invoice**

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

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**11. Commencement of Agreement**

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

---

**12. Ending of Agreement**

- 12.1 On 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.
- 12.2 Once this Agreement ends as to part of the Subject Land in accordance with clause 12.1 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 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 12.3 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

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## Schedule 1

### Subject Land

The Subject Land Certificate of title details are:

- 65 Cityview Drive, Wandana Heights: Certificate of Title Volume 9845 Folio 841

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## Schedule 2

### Infrastructure Contribution

\$2670 per Residential Lot

or

\$2670 per Dwelling

indexed in accordance with this Agreement.

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## Schedule 3

Works referred to in clause 3.2.2(c)

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**SCHEDULE OF WORKS**

**BARRABOOL ROAD, WANDANA HEIGHTS**

Prepared by Tract Consultants

**EXCLUSIONS:** Signage, lighting, public art, bulk earthworks, Telstra Reserve, tree removal, maintenance

**DREWAN PARK UPGRADE WORKS**

ITEM	DESCRIPTION	UNIT	QTY
<b>1.0</b>	<b>SITE ESTABLISHMENT AND PRELIMINARIES</b>		
	Site establishment including provisions of access, facilities, storage	item	1
	Preliminaries - survey setout, insurances, traffic management,		
	Hire and place temporary fencing to all boundaries	lm	558
	Arborist - tree removal, pruning and dead-wooding existing trees to make safe	item	1
	Rabbit baiting programme	item	
<b>2.0</b>	<b>FINE GRADING AND GROUND PREPARATION</b>		
	Form and shape earthworks and moundings to locations and heights shown on plans.	Item	1
	Mulched Tree Bed - cultivate subgrade to 150mm depth and place 150mm imported topsoil	m2	900
	Garden Bed - cultivate subgrade to 150mm depth and place 200mm imported topsoil	m2	225
<b>3.0</b>	<b>DRAINAGE</b>		
	Supply and installation of 90mm Subsoil Drains including filter fabric, crushed rock, backfilling and connection to closest existing Stormwater Pits as specified.	Item	1
<b>4.0</b>	<b>HARDWORKS</b>		
<b>4.1</b>	<b>Paving &amp; Surfaces</b>		
	Pathway - 2.5m wide broom finished concrete	m2	1000
	Rubberised Softfall	m2	150
	Decorative Gravel	m2	100
	Feature Coloured Concrete	m2	100
<b>4.2</b>	<b>Structure</b>		
	Picnic Shelter	Item	1
	Toilet (single)	Item	1
	Proprietary play Equipment including swingset, combination slide/climbing unit	item	1
	Non proprietary 'Nature Play' items incl. logs, mounding, rockwork etc.	item	1
<b>4.3</b>	<b>Edging</b>		
	Concrete Edge to playground	Lm	150
<b>4.4</b>	<b>Furniture</b>		
	Litter Bins	Each	3
	Picnic settings	Each	2
	Drinking Fountain	Each	1
	Push Button Electric BBQ	Each	1
	Benches	Item	3
<b>4.5</b>	<b>Fencing</b>		
	Low post & rail to reserve periphery	lm	330
<b>5.0</b>	<b>SOFTWORKS</b>		
<b>5.1</b>	<b>Lawn</b>		
	Hydroseed Grass	m2	2000
	Instant Turf	m2	200
<b>5.2</b>	<b>Shrubs and Groundcovers</b>		
	Tubestock	no.	1200
	150mm Pots	no.	900
<b>5.3</b>	<b>Trees</b>		
	Superadvanced Trees (150 Litre) 3-4m height	No.	15
	45 Litre Trees, 1.8m Height min, 25mm Cal	No.	30
	Native Trees (15 Litre Pots)	No.	50
<b>5.4</b>	<b>Mulch</b>		
	Mulch 75mm depth to garden bed areas	m2	230
	Softfall Mulch 200mm depth	m2	200
<b>6.0</b>	<b>IRRIGATION</b>		
	Subsurface Dripper system to garden beds	m2	225



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## Signing Page

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

SIGNED SEALED AND DELIVERED

on behalf of the GREATER GEELONG

CITY COUNCIL by Peter Bettess

*Director, Planning & Development*  
General Manager Planning & Tourism

pursuant to an instrument of delegation

authorised by Council resolution, in the presence

of:

Witness

P Bettess

Signed Sealed and Delivered by Barwon  
Region Water Corporation in the presence  
of:

Michael Watson  
Secretary

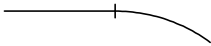

Witness


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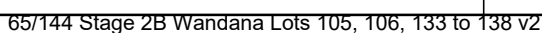
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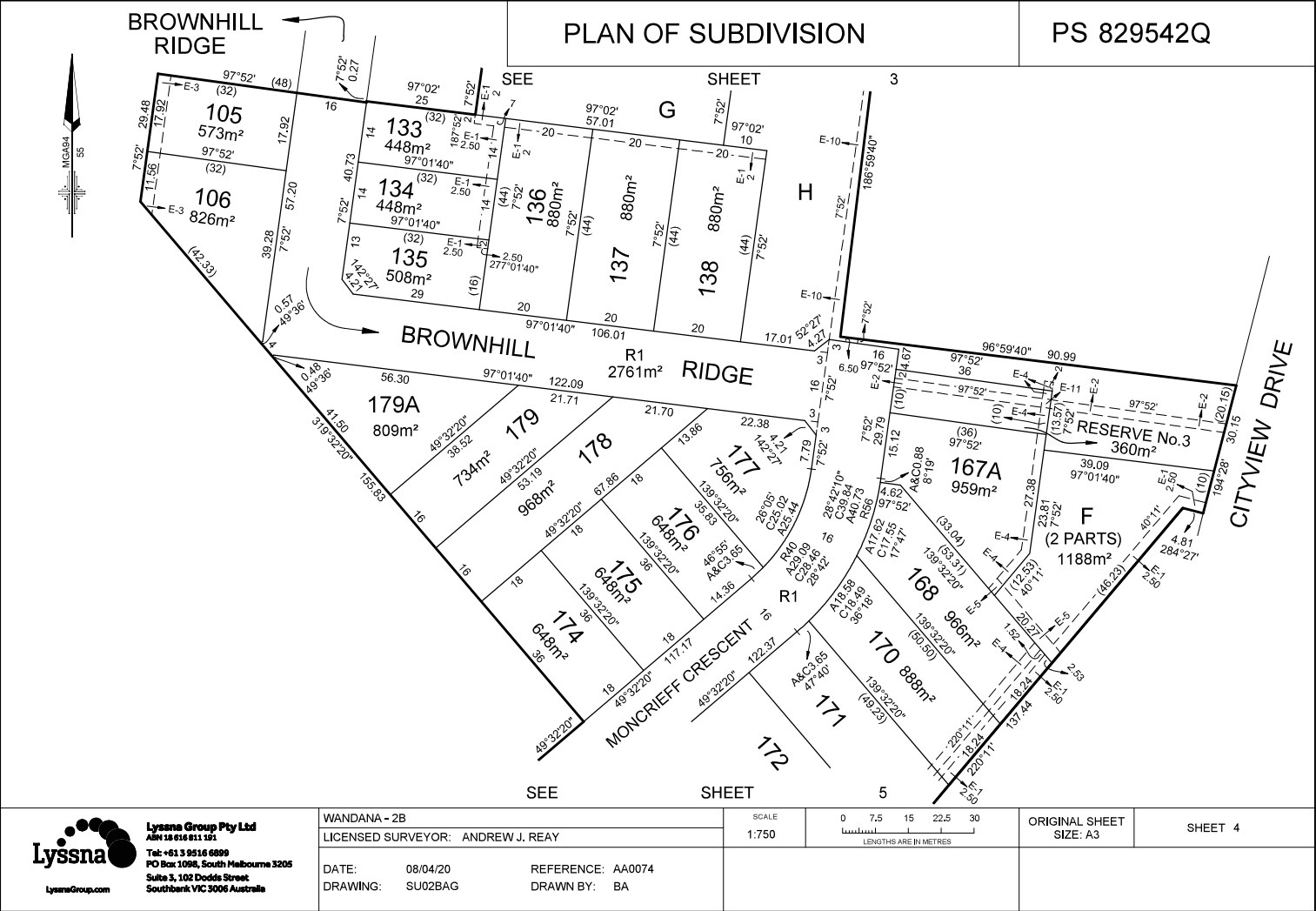


62/144 Stage 2B Wandana Lots 105, 106, 133 to 138 v2

PLAN OF SUBDIVISION			PS 829542Q	
<div>LOCATION OF LAND</div> <div>PARISH: BARRARBOOL</div> <div>TOWNSHIP:</div> <div>SECTION: 11</div> <div>CROWN ALLOTMENT: 42 (PARTS) &amp; 49 (PART)</div> <div>CROWN PORTION:</div> <div>TITLE REFERENCE: VOL FOL VOL FOL</div> <div>LAST PLAN REFERENCE: LOT G ON PS827124V LOT H ON PS827124V</div> <div>POSTAL ADDRESS: CITYVIEW DRIVE (at time of subdivision) WANDANA HEIGHTS, 3216</div> <div>MGA CO-ORDINATES: E: 263 300 ZONE:55 (of approx centre of land in plan) N: 5 771 200</div>				
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON		
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3		CITY OF GREATER GEELONG CITY OF GREATER GEELONG CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION		
NOTATIONS				
DEPTH LIMITATION 15.24m BELOW THE SURFACE		LOTS 1 TO 104, 107 TO 132, 139 TO 166, 169 AND A TO E (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOTS F, G & H) - 3.566ha  TANGENT POINTS ARE SHOWN THUS: 		
SURVEY: This plan is based on survey.		ADDITIONAL PURPOSE OF THIS PLAN:  TO REMOVE THOSE PARTS OF EASEMENTS E-3 AND E-4 ON PS608915K, EASEMENTS E-13 AND E-15 ON PS827124V AND EASEMENT E-3 ON PS816135C NOW CONTAINED IN ROAD R1 ON THIS PLAN  GROUNDS FOR REMOVAL: ROAD MANAGEMENT ACT 2004 - SCHEDULE 5, CLAUSE 14(a)		
STAGING: This is not a staged subdivision.		ADDITIONAL PURPOSE OF THIS PLAN:  TO VARY THAT PART OF EASEMENT E-3 ON PS816135C NOW CONTAINED IN LOT 106 ON THIS PLAN.		
BOUNDARIES SHOWN THUS <u>12.34</u> ARE NOT SUBJECT TO SURVEY		GROUNDS FOR VARIATION: AGREEMENT BY ALL INTERESTED PARTIES		
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN (SEC 136 OF THE WATER ACT 1989)	BARWON REGION WATER CORPORATION
E-2	POWERLINES	2	THIS PLAN (SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	POWERCOR AUSTRALIA LTD
E-3	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 SEE DIAG	PS816135C THIS PLAN (SEC 136 OF THE WATER ACT 1989)	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
		CONTINUED ON SHEET 2		
WANDANA - 2B		LICENSED SURVEYOR: ANDREW J. REAY		
24 LOTS & BALANCE LOTS F, G & H				
<div><div>Lyssna Group Pty Ltd ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia</div></div>		DATE: 08/04/20 DRAWING: SU02BAG		REFERENCE: AA0074 DRAWN BY: BA
		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7		

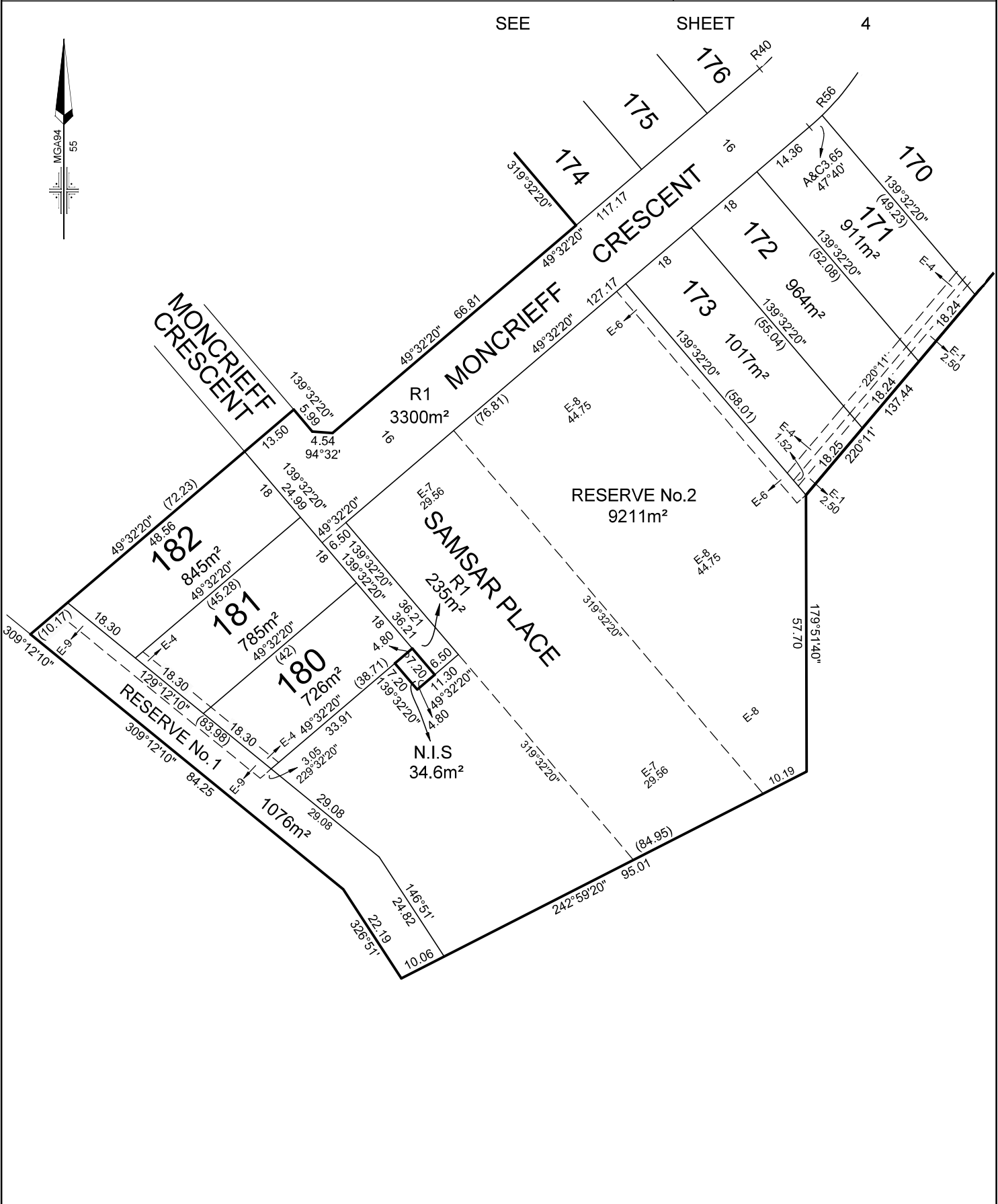
PLAN OF SUBDIVISION				PS 829542Q
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-4	DRAINAGE	2	THIS PLAN	CITY OF GREATER GEELONG
E-5	DRAINAGE PIPELINES OR ANCILLARY PURPOSES	3 3	THIS PLAN THIS PLAN (SEC 136 OF THE WATER ACT 1989)	CITY OF GREATER GEELONG BARWON REGION WATER CORPORATION
E-6	PIPELINES OR ANCILLARY PURPOSES  TRANSMISSION OF ELECTRICITY	2.50  2.50	THIS PLAN (SEC 136 OF THE WATER ACT 1989) C/E C249293	BARWON REGION WATER CORPORATION  S.E.C.V
E-7	TRANSMISSION OF ELECTRICITY	SEE DIAG	C/E G870791	S.E.C.V
E-8	TRANSMISSION OF ELECTRICITY	SEE DIAG	C/E C249293	S.E.C.V
E-9	PIPELINES OR ANCILLARY PURPOSES	3	PS827124V (SEC 136 OF THE WATER ACT 1989)	BARWON REGION WATER CORPORATION
E-10	DRAINAGE SUPPLY OF GAS	SEE DIAG SEE DIAG	PS816135C PS816135C	CITY OF GREATER GEELONG AUSNET GAS SERVICES PTY LTD
E-11	DRAINAGE POWERLINES	2 2	THIS PLAN THIS PLAN (SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	CITY OF GREATER GEELONG POWERCOR AUSTRALIA LTD
WANDANA - 2B			LICENSED SURVEYOR: ANDREW J. REAY	
 <div><b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia <a href="http://LyssnaGroup.com">LyssnaGroup.com</a></div>			DATE: 08/04/20 DRAWING: SU02BAG	REFERENCE: AA0074 DRAWN BY: BA
			ORIGINAL SHEET SIZE: A3 SHEET 2	






PLAN OF SUBDIVISION

PS 829542Q



<div>WANDANA - 2B</div> <div><div><b>Lyssna Group Pty Ltd</b> ABN 18 616 611 191 Tel: +61 3 9516 6899 PO Box 1096, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia <a href="http://LyssnaGroup.com">LyssnaGroup.com</a></div></div>	LICENSED SURVEYOR: ANDREW J. REAY		SCALE 1:750	<div><div>07.51522.530</div><div>LENGTHS ARE IN METRES</div></div>
	DATE: 08/04/20	REFERENCE: AA0074	ORIGINAL SHEET SIZE: A3 SHEET 5	
	DRAWING: SU02BAG	DRAWN BY: BA		

# PLAN OF SUBDIVISION

# PS 829542Q

## CREATION OF RESTRICTION "A"

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

## DESCRIPTION OF RESTRICTION

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
105	106
106	105
133	134, 136
134	133, 135, 136
135	134, 136
136	133, 134, 135, 137
137	136, 138
138	137
167A	168
168	167A, 170
170	168, 171
171	170, 172
172	171, 173

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
173	172
174	175, 178
175	174, 176, 178
176	175, 177, 178
177	176, 178
178	174, 175, 176, 177, 179
179	178, 179A
179A	179
180	181
181	180, 182
182	181

The registered proprietor for the time being of a lot on this Plan of Subdivision his, her, their or its 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 standing more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).
  - (ii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house or any other improvements, or carry out or cause to be carried out or allow to be carried out any building or construction works on the lot unless:
    - A. copies of building plans, elevations, roof plan, site plan (incorporating set-back from all boundaries, building envelope, existing contours, 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 Design Assessment Panel, at the address in the Design Guidelines ( as amended from time to time) and
    - B. the plans comply with the Design Guidelines and Building Envelopes that deal with all siting and other matters that would otherwise be regulated by Part 4 of the Building Regulations 2006 (or any superseding regulation), a copy of which can be obtained from the website [HTTP://villawoodproperties.com.au/community/wandana](http://villawoodproperties.com.au/community/wandana); and
    - 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 prior to the commencement of works;
  - (iii) Build or cause to be built or allow to be built or allow to remain standing a dwelling-house with a floor area of less than:
    - A. 160 square metres in the case of a lot having an area of 500 square metres or greater; or
    - B. 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
    - C. 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
    - D. 75 square metres in the case of a lot having an area of less than 300 square metres.
- For the purposes of calculating the floor area of a dwelling house the area of the garages, terraces, pergolas or verandahs shall be excluded.
- (iv) Build or cause to be built or allow to be built or allow to remain any fencing:
    - A. Along a front street boundary; or
    - B. Between the front street boundary and the building line; or
    - 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 4 of the Building Regulations 2006 in relation to overlooking.
  - (v) Subdivide or cause to subdivide or allow to be subdivided the lot.
  - (vi) Allow any of the above restrictions to be changed or amended unless otherwise approved by the Responsible Authority and the Design Assessment Panel.

This restriction shall cease to have effect 25 years after the date of registration of this plan.

WANDANA - 2B

LICENSED SURVEYOR: ANDREW J. REAY



**Lyssna Group Pty Ltd**  
 ABN 18 616 811 191  
 Tel: +61 3 9516 6899  
 PO Box 1098, South Melbourne 3205  
 Suite 3, 102 Dodds Street  
 Southbank VIC 3006 Australia

DATE: 08/04/20 REFERENCE: AA0074  
 DRAWING: SU02BAG DRAWN BY: BA

ORIGINAL SHEET SIZE: A3  
 SHEET 6



PLAN OF SUBDIVISION	PS 829542Q
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CREATION OF RESTRICTION "B"


The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

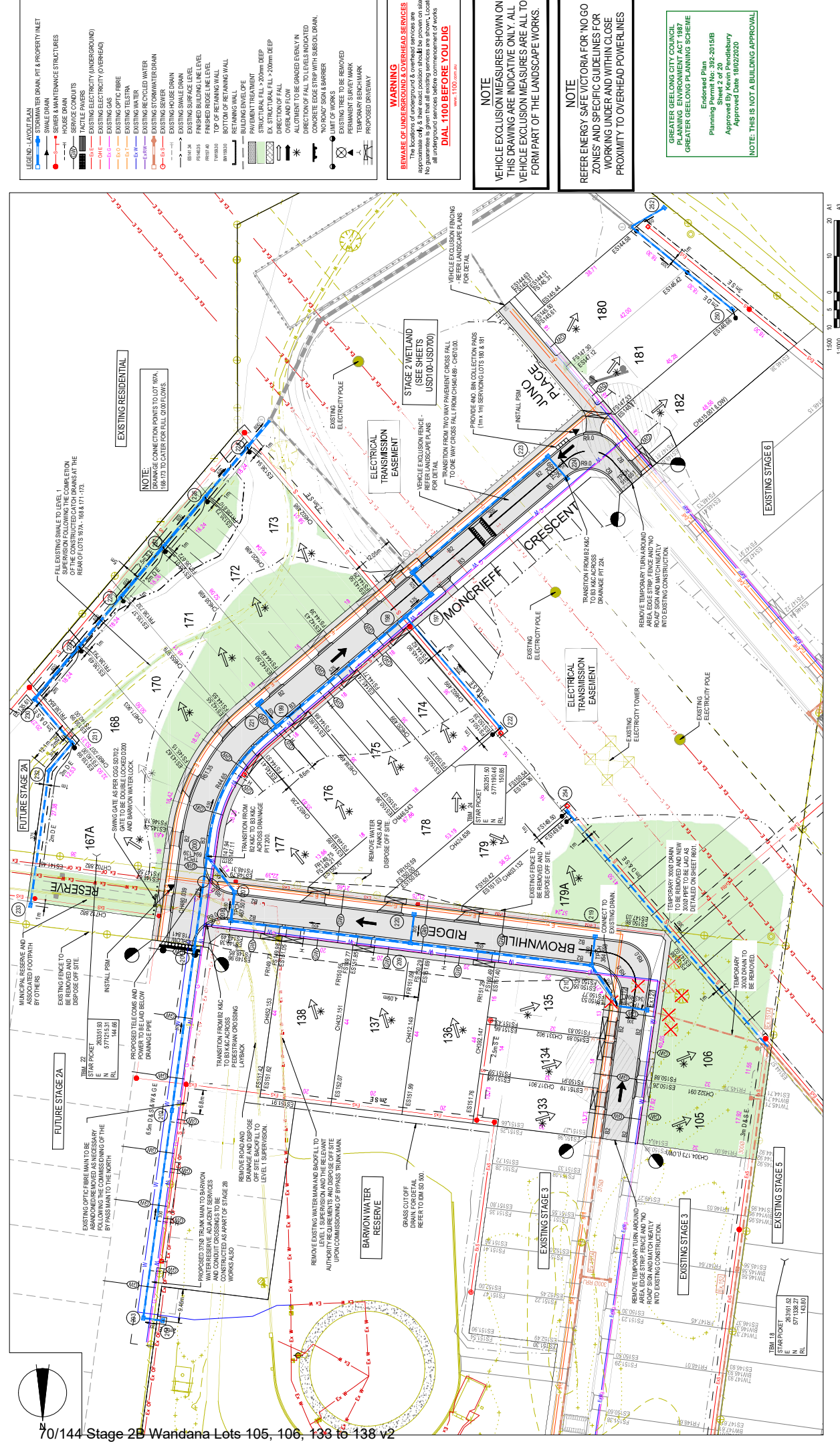
Burdened Land: Lots 167A, 168, 170, 171, 172 and 173 on the Plan of Subdivision

Benefited Land: All lots on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

The registered proprietor for the time being of a lot on this Plan of Subdivision his, her, their or its heirs, executors, administrators and transferees shall not on the said lot or any part or parts thereof construct or allow to be constructed any stormwater drainage system unless that stormwater drainage system meets the requirements of AS 3500.3 to no less than an average recurrence level of 1:100 years.

WANDANA - 2B		LICENSED SURVEYOR: ANDREW J. REAY		
<div><div><b>Lyssna Group Pty Ltd</b> ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia <a href="http://LyssnaGroup.com">LyssnaGroup.com</a></div></div>	DATE: 08/04/20		REFERENCE: AA0074	ORIGINAL SHEET SIZE: A3 SHEET 7
	DRAWING: SU02BAG		DRAWN BY: BA	



ROAD NAME	GAS		TRUNK WATER		WATER		OPTIC FIBRE		ELECTRICITY		PUBLIC LIGHTING	
	SIZE	OFFSET (m)	SIZE	OFFSET (m)	SIZE	OFFSET (m)	SIZE	OFFSET (m)	SIZE	OFFSET (m)	SIZE	OFFSET (m)
BROWN HILL ROAD	NORTHWEST	1.70	-	NORTHWEST	2.10	SOUTHEAST	1.80	SOUTHEAST	2.40	SOUTHEAST	1.10*	
MONKFEET CRESCENT	WEST	1.70	WEST	WEST	2.10	EAST	1.80	EAST	2.40	EAST	1.10*	
JUNO PLACE	SOUTH	0.90	-	SOUTH	1.60	SOUTH	2.70	SOUTH	3.60	SOUTH	1.10*	

1. \* DENOTES OFFSET 1' FROM BACK OF KERB

[illegible]




Level 7, 178 Wellington Parade  
 East Melbourne, VIC, Australia 3002



**WANDANA**  
Wandana Heights

**WANDANA ESTATE - STAGE 2B  
LAYOUT PLAN**

SCALE 1:1	DRAWN	DESIGNED
1:50 @ A1	CROHDE	C. CROHDE
PROJECT BANNER	PROJECT MANAGER	DATE FIRST ISSUE
A. WALE	T. PALOS	10/01/19
PROJECT No.	DRAWING No.	REVISION
<b>180363.2B</b>	<b>R200</b>	<b>0</b>





Land Use Table											
	Site Area	Easement Reserve	Water Tank Reserve	Open Space Drainage	Plantation Reserve	Other Open Space	NDA	Local Roads	Residential Area	Electrical Kiosk	Lot Yield
LAMB	10.372	2.467	0.000	0.309	0.665	0.000	6.932	1.769	5.163	0.004	88
SAMSAR	9.978	1.498	0.000	0.247	0.327	0.000	7.907	1.856	6.043	0.003	86
BARWON WATER	3.082	0.053	0.962	0.000	0.000	0.076	1.990	0.520	1.467	0.003	28
TOTAL	23.432	4.018	0.962	0.556	0.991	0.076	16.829	4.145	12.673	0.011	202

Stage	Sequence
1	
3	
4	
5	
6	
2B	
2A	

Land Use Table	
Gross Area	23.432 ha
Easement Reserve	4.018 ha
Water Tank Reserve	0.962 ha
Open Space Drainage	0.556 ha
Plantation Reserve	0.991 ha
Other Open Space	0.076 ha
Net Developable Area	16.829 ha
Residential Area	12.673 ha
Local Roads	4.145 ha
Electrical Kiosk	0.011 ha
Residential Lots	202 Lots
Average Lot Size	627 m <sup>2</sup>
Lots per ND hectare	12.0 Lots

Drawing Date 22/08/19  
Job Number AA0074  
Dwg Number UD00AK  
Drawn By LS

Lyssna Group Pty Ltd  
Suite 3, 102 Dods St. Southbank, 3006  
T+61 3 9516 6899 www.lyssnagroup.com

Communities Designed for Living

# WANDANA ESTATE - LAYOUT PLAN





PO BOX 104  
GEELONG VIC 3220  
DX 22063 GEELONG

TELEPHONE 03 5272 5272  
FACSIMILE 03 5272 4486  
www.geelongaustralia.com.au

Mesh Planning  
Level 2  
6 Riverside Quay  
SOUTHBANK VIC 3006

21 May 2019

PP: PP-392-2015/B

This document was delivered electronically to [leah@meshplanning.com.au](mailto:leah@meshplanning.com.au)

Dear Sir/Madam

**Re: Planning Permit Application No.: PP-392-2015/B**  
**Address: 335 Barrabool Road, WANDANA HEIGHTS**  
**Proposal: Multi Lot Subdivision and Removal of Vegetation**

I refer to the above application to amend a Planning Permit and wish to advise that under authority delegated by the Responsible Authority, your application for the abovementioned proposal in accordance with the plans submitted has been considered.

After due consideration, it was resolved to grant an Amended Planning Permit.

Please find enclosed a copy of the Amended Planning Permit. Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

Yours sincerely

A handwritten signature in black ink, appearing to read "Leanne Stockley".

**Leanne Stockley**  
STATUTORY PLANNER

**STATUTORY PLANNING**  
**100 BROUGHAM STREET, GEELONG**

**Attachments**

- Useful Information
- Planning Permit

## Useful information

**Please note, this planning permit gives permission for your use and/ or development pursuant to the *Planning and Environment Act 1987* and the Greater Geelong Planning Scheme. However it is likely that a number of other permits/ other approvals will also be required including:**

### **Building Permits/ Consents**

Whether you are planning to undertake a small change to your home, such as putting up a fence or extending your house, or have a large development project, or are proposing to change the use of your land, you may require a Building Permit. Building permits may be obtained from Council or a Private Building Surveyor. It is also possible that a Building Consent could be required for your development, these consents can only be issued by Council. Before you begin any construction works or change the use of a building, you must determine whether a Building Permit is required.

### **Building Over Easements**

Council's Building Department is responsible for the issue of consents for construction over easements, please contact Council's Building Services Unit on 5272 4450 for further information. Consent may also be required to build over easements which affect other agencies (eg Powercor or Barwon Water).

### **Health Permits**

If you are planning to operate a food/ drink or health business it is important that your business complies with all relevant regulations to ensure the public health of the municipality is protected. Please contact Council's Environmental Health Unit on 5272 4411 for further information about these permits and obligations.

### **Vehicle Crossing Permit**

A permit is required from Council's Engineering Services Unit to construct or alter a vehicle crossing in the road reserve outside your title boundary. Please contact Council's Engineers on 5272 4426 for further information.

### **Road Opening Permit**

A permit is required from Council's Engineering Services Unit for any works in the road reserve. Please contact Council's Engineering Department on 5272 4426 for further information.

### **Tree Removal and Planting Permit (for trees in the road reserve)**

Council approval is required for tree removal or pruning and planting trees or plants in the road reserve. Please contact Council's Parks and Support Services Unit on 5272 4827 for further information.

### **Engineering**

It is possible that you will require Council to nominate your Legal Point of Discharge if you are building or redeveloping your site. If you are required to submit drainage/ detailed engineering design plans it is possible that you will need to pay design checking and supervision fees. Please contact Council's Engineering Services Unit on 5272 4426 for further information.

### **Liquor Licence**

A Planning Permit is often confused with a Liquor Licence. A Liquor Licence can only be issued by Liquor Licensing Victoria, however the process requires that Council's regulations are met first. Please contact Liquor Licensing Victoria on 1300 558 181 for further information.

### **Use of Public Land (eg footpaths)**

Council approval is required to use public land (eg alfresco trading, signage etc), please contact Council's Local Laws Unit on 5272 5272 for more information.

### **Other**

Other permits/ permissions may be required in addition to those listed above. It is the responsibility of those doing the work to ensure that all relevant permits and permissions have been obtained.

**It is important that no building works or change of use commences prior to obtaining all the necessary permits and consents. Failure to comply may be an offence and could lead to financial penalty and litigation.**

# PLANNING PERMIT

**Permit No.** PP-392-2015/B  
**Planning Scheme** Greater Geelong Planning Scheme  
**Responsible Authority** Greater Geelong City Council

**ADDRESS OF THE LAND** 335 BARRABOOL ROAD, WANDANA HEIGHTS

**THE PERMIT ALLOWS** MULTI LOT SUBDIVISION AND REMOVAL OF VEGETATION GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

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**Amended Plans Required**

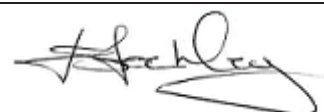
1. Prior to the certification of the Plan of Subdivision, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the Subdivision Layout Plan (Revision vP4) dated 05.01.17, but modified to show:
  - a) Plantation reserves at a minimum 10 m width. Maintenance access track and entry/egress/turnaround points must also be shown within each plantation reserve;
  - b) Any encumbered passive open space (within transmission and powerline easements and/or drainage reserves) to be shown as a municipal reserve;
  - c) Provision of a footpath connecting to the local footpath network in the vicinity of the boundary of any lots abutting Drewan Park;
  - d) Details of all boundary fencing to the Drewan Park reserve. Fencing must be maximum 1.8m high and permeable;
  - e) Pedestrian access to bus stops on the nearest public transport route;
  - f) Any changes to the lot or road layout as a result of the acoustic measures to be implemented under Condition 40 of this permit; and
  - g) Vehicular access to Lots 24, 25 and 26 from Cityview Drive designed to show:
    - i) location of the vehicle crossover for each lot to the satisfaction of the Responsible Authority;
    - ii) design details of the left turn lane and associated road design to the satisfaction of the Responsible Authority;
    - iii) location of no stopping restrictions along the frontage of the lots; and
    - iv) provision of indented parking to the satisfaction of the Responsible Authority

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Date Issued: 24 August 2017

Planning and Environment Amendment Regulations 2013

Signature of the  
Responsible Authority:



Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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**Endorsed Plans**

2. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) shall not be altered or modified without the written consent of the Responsible Authority. There are no requirements to alter or modify the endorsed plan if a plan is certified under the provisions of the Subdivision Act 1988 that is generally in accordance with the endorsed plans.

**Drainage**

3. The stormwater drainage system on the site must be designed so 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% retention of the typical annual load of suspended solids;
  - 45% retention of the typical annual load of total phosphorous;
  - 45% retention of the typical annual load of total nitrogen; and
  - 70% retention of the typical annual load of gross pollutants.

**Servicing Authorities**

4. The owner of the land must enter into agreements with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.

**Prior to Certification**

5. The Plan of Subdivision submitted for certification must include all easements deemed necessary to protect existing or future drainage lines within the subject site, and any easements required between the subject site and the nominated legal point of discharge must be created to the satisfaction of the Responsible Authority.
6. The plan of Subdivision submitted for Lots 24, 25 and 26 must include a restriction that specifies garages must have a minimum setback of 7 metres and that vehicle access to each lot must be in accordance with the plans endorsed under Condition 1 g) of this permit.

**Engineering Plans**

7. Prior to the Certification of any stage of the subdivision, the developer is required to submit detailed road and drainage construction plans to the Responsible Authority for approval. The Consulting Engineer must show that the design complies with the requirements of the Infrastructure Design Manual and any other relevant standards.

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Date Issued: 24 August 2017

Planning and Environment Amendment Regulations 2013

Signature of the  
Responsible Authority:



Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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The plans must include, but not limited to:

- a) Roadwork construction plans and specifications which include details of the following:
  - i. fully sealed pavement with kerb and channel for new internal roads;
  - ii. kerb and channel along the western side of Cityview Drive, from Barrabool Road to Drewan Park and from the second new intersection southward to and including the frontage of 67 Cityview Drive;
  - iii. any external roadworks and treatments, including pedestrian access (with associated informal pedestrian crossing of Barrabool Road) to the nearest bus stops, inbound and outbound, on Grantham Drive;
  - iv. concrete footpaths;
  - v. line-marking and signage installation - including street name signs;
  - vi. street lighting; and
  - vii. traffic management controls.
- b) Drainage construction plans and specifications, in accordance with the Surface Water Management Plan – November 2015 and/or the Water Quality Strategy 16 Dec 2015, and/or other drainage report as approved by the Responsible Authority, which include details of the following:
  - i. pits and pipes sizes,
  - ii. finished and existing surface levels,
  - iii. creation of appropriate easements,
  - iv. detention basin(s) including any required drainage reserves,
  - v. water quality treatment infrastructure, and
  - vi. connection to the legal point(s) of discharge
- c) Minimum finished surface levels on all lots must be 300mm above the relevant 1% AEP flood level.
- d) Detailed Road and Drainage Design Plans for any stage that result in flood levels on existing properties being adversely affected by the proposed works will not be approved for construction.

8. Prior to the Certification of any stage of the subdivision outside the north-east catchment as defined in the Surface Water Management Strategy, the design of the above ground basin wall in the south-east major retarding basin must be independently peer reviewed and assessed against current industry standards by an Engineer qualified in the design of dams. The report and all recommendations on the design must be forwarded to Council's Engineering Unit.

**Traffic Engineering**

9. Prior to the Certification of any stage of the subdivision, a Local Area Traffic Management (LATM) plan must be developed with Council's Traffic Engineering Unit. Treatments to be considered include, but are not limited to, splitter islands, pedestrian refuges, raised pavements, modified T intersections, line marking, signage and parking controls. A Street Naming Layout Plan must also be included with the plan.

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Date Issued: 24 August 2017

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4



**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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10. Prior to the Certification of any stage of the subdivision, the developer is required to submit a functional layout plan of the Barrabool Road/Cityview Drive intersection to the Responsible Authority for approval. This functional layout plan is to include provision of separate left and right turning lanes from Cityview Drive to Barrabool Road to cater for the expected traffic generated by the development, a splitter island, footpath, signage and services.

**Construction Management Plan**

11. Prior to the commencement of works for any stage of the subdivision, a Construction Management Plan shall be submitted and approved by the Responsible Authority and shall address items including (but not be limited to) the following:
- a) The protection of all existing vegetation and waterways;
  - b) Show access locations for construction vehicles;
  - c) All appropriate control of site emissions during construction and the defects liability period;
  - d) A staging plan for all construction phases including indicative dates for commencement and completion;
  - e) Intended access for construction vehicles;
  - f) Engineering assessment of assets that will be impacted on by construction and recommended techniques to minimise any adverse impact;
  - g) Details of actions to be implemented to in the event of damage to abutting assets;
  - h) Details of where construction personnel will park
  - i) Hours/days of construction, including deliveries. (Note: These hours must be consistent with the Environment Protection Authority (EPA) legislation/guidelines);
  - j) Phone numbers of on-site personnel or other supervisory staff to be contactable in the event of issues arising on site;
  - k) Details of site cleanliness and clean up regimes;
  - l) Location of material storage;
  - m) Dust suppression management;
  - n) Any other measures that are consistent with the following Environmental Protection Authority publications: 'Environmental Management Guidelines for Major Construction Sites', 'Construction Techniques for Sediment and Pollution Control' and 'Doing it Right on Subdivisions';
  - o) The plan must address control of site emissions during construction and the defects liability period to the satisfaction of the Responsible Authority;
  - p) The plans must include measures to be taken to ensure that no polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains or watercourses during the construction period; and
  - q) The CMP must be prepared in accordance with the EPA – Guideline for Environment Management, Doing it Right on Subdivisions, Publication 960, September 2004 and CCF Environmental Guidelines for Civil Constructions, 2.

All development and works must be carried out in accordance with the Construction Management Plan, to the satisfaction of the Responsible Authority.

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Date Issued: 24 August 2017

Planning and Environment Amendment Regulations 2013

Signature of the  
Responsible Authority:



Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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**Fill**

12. Prior to the commencement of works for any stage of the subdivision, a Soil Management Protocol to be prepared by a qualified expert must be submitted to the Responsible Authority for approval in accordance with the recommendations of the Preliminary Environmental Site Assessment, 24 February 2015, Golder Associates.
13. Excavated material shall not be carted off the site except with the written approval of the Responsible Authority.
14. No material shall be brought onto the site for use as filling within the subject area under this Permit, unless with the written approval of the Responsible Authority. Prior to any approval being issued by the Responsible Authority for imported filling to be used on the site, the applicant must submit for approval to the Responsible Authority, samples of proposed filling, details of the source of the filling, details of proposed traffic routes to be traversed, soil testing results and reports in regard to the presence of contaminants in the filling, and the suitability of filling to be placed on site
15. All areas to be filled shall be stripped of vegetation and any top soil shall be removed and stockpiled for reuse over the filled areas. Only approved filling material shall be placed on the site. The filling shall be placed in maximum 150 mm layers, or as approved otherwise by the Responsible Authority, and compacted to the applicable level for filling on allotments and within future roadways in accordance with AS3798, to the satisfaction of the Responsible Authority.
16. All works must be undertaken in accordance with the recommendations of any geotechnical reports.

**Prior to Statement of Compliance**

17. The owner of the subject land must provide Public Open Space contributions equivalent to 10 per cent of the site value of all of the land in the subdivision pursuant to the Schedule to Clause 52.01 of the Greater Geelong Planning Scheme by:
  - a) Providing works-in-kind in Drewan Park, to be agreed to the satisfaction of the Responsible Authority, at 50% of the value of total Public Open Space contributions; and
  - b) Cash-in-lieu comprising the remainder of the Public Open Space contributions not provided as works-in-kind.The contribution will be payable prior to the issue of a Statement of Compliance for each stage of the subdivision.
18. Prior to the issuing of a Statement of Compliance for any stage of the subdivision, road and drainage works, including basin(s), must be constructed in accordance with the approved plans and specifications to the satisfaction of the Responsible Authority.
19. The design and construction of civil infrastructure to become council assets must be approved and supervised by council. A fee of 3.25% of the cost of the works is to be paid to council for the checking and supervision of these works.

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Date Issued: 24 August 2017

Planning and Environment Amendment Regulations 2013

Signature of the  
Responsible Authority:

Form 4

**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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20. A maintenance bond of 5% of the cost of civil works is to be paid to council and will be returned after successful completion of a 12 month maintenance period. A maintenance bond of 5% and a 24 month maintenance period applies to wetland vegetation.
21. Prior to the issue of a Statement of Compliance for the relevant stage of subdivision, relevant street sign/s must be erected to the satisfaction of the Responsible Authority.
22. Prior to the issue of a Statement of Compliance for the relevant stage of subdivision, street lighting must be provided within the site and along external frontages in accordance with the relevant Australian Standard(s), unless otherwise agreed in writing by the Responsible Authority and unless it can be demonstrated that existing street lighting is sufficient for public safety to the satisfaction of the Responsible Authority
23. Before the issue of 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 item; and
  - b) a suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**Section 173 Agreement**

24. Prior to the issue of Statement of Compliance for any stage of the subdivision, the owner must enter into an agreement with Council under Section 173 of the *Planning and Environment Act 1987* providing for the following:
- a) The owner must pay a total infrastructure contribution of \$2,670 per lot, indexed at CPI at the date of payment, prior to the issue of a Statement of Compliance for each stage of the subdivision;
  - b) Prior to the issue of Statement of Compliance for each stage of the subdivision, the owner must pay the cash component of the public open space contribution; and
  - c) Unless otherwise agreed with Council, prior to the issue of Statement of Compliance for Stage 6 of the subdivision (as shown on the Subdivision Layout Plan (Revision vP4) dated 05.01.17, as modified), the owner must complete the works on the upgrade of Drewan Park, generally in accordance with an approved landscape plan and schedule of works to Council's satisfaction.

**Works within Drewan Park**

25. Prior to the Certification of any stage of the subdivision, a plan identifying the Cypress tree plantations located on the southern and western boundaries of Drewan Park must be submitted to and approved by the Responsible Authority. The plan shall identify these trees for removal.
26. The trees identified for removal under Condition 25 are to be removed prior to Statement of Compliance of the relevant stage, with the consent of the Responsible Authority and at the cost of the developer.

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

27. Unless otherwise approved by the Responsible Authority, prior to Statement of Compliance of the relevant stage, trees within Drewan Park that will be removed must be offset via a cash contribution payable to Council at the rate of 3 new trees for each existing tree removed to the satisfaction of the Responsible Authority
- Offset planting will be undertaken by Council within Drewan Park. Contributions payable to Council for offset tree planting shall be determined by Council's Tree Management Unit at a rate which covers the following costs:
- o purchase of new replacement trees in minimum 40cm containers
  - o planting the replacement trees
  - o aftercare and maintenance of the replacement trees for a period of no less than two years.
28. Prior to any works commencing in the reserve, the following must be provided to the satisfaction of the Responsible Authority:
- o Public liability and professional indemnity insurance
  - o Evidence of suitable communication to neighbouring land owners and residents
  - o A site safety plan including:
    - Works Methodology
    - Pedestrian management
    - Exclusion zone fencing
29. Prior to statement of Compliance for the relevant stage, the applicant shall be responsible for ensuring that all works within Drewan Park are remediated to the satisfaction of the Responsible Authority. Any works proposed within Drewan Park shall be undertaken at the applicant's expense at no cost to Council.

**Landscape Master Plan**

30. Unless otherwise approved in writing by the Responsible Authority, prior to the Certification of the first stage of the subdivision, a landscape master plan (incorporating a street tree master plan) prepared by a person suitably qualified or experienced in landscape design, must be 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 hard copies plus an electronic copy must be provided. The landscape master plan must show and include:
- a) All land that is to be vested as a Council reserve including but not limited to, Public Open Space Reserves, Road reserves, Lineal Reserves, Plantation Reserves, Drainage Reserves and other reserves for municipal purposes;
  - b) Any easements within council reserves;
  - c) A survey (including location, size and botanical name) of all existing trees proposed to be retained on the land;
  - d) The proposed Q100 event extent;
  - e) The landscaping theme and graphical concepts to be developed for the subdivision;
  - f) The proposed species to be used for and general layout of street tree planting in various stages of the subdivision including the proposed planting theme for all secondary frontages of corner allotments'

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

- g) Shared pathway locations and linkages through the permit area and in the vicinity of lots abutting Drewan Park;
- h) The style and location of permeable fencing for all lots abutting reserves (except road reserves);
- i) A solid fence to the existing boundary of 99-101 Cityview Drive adjacent to the south-east major retarding basin;
- j) Maintenance access/egress points and vehicle exclusion treatments to all reserves;
- k) Any proposed Public Art which must comply with the requirements of Council's Art and Culture Department; and
- l) Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed in writing by the responsible authority.

Note: A copy of the street tree master plan must be provided to Powercor Australia and the Electrical Consultant applicable to the site prior to it being endorsed. Evidence shall be provided to this effect to Council.

**Landscape Plan**

31. Unless otherwise approved in writing by the Responsible Authority, prior to the Statement of Compliance being issued for each relevant stage of the subdivision, a detailed landscape plan for the stage, prepared by a person suitably qualified or experienced in landscape design, 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 landscape plan must be drawn to scale with dimensions and three hard copies plus an electronic copy must be provided. The plan must address and be consistent with any endorsed landscape master plan and must show:

- a) The proposed Q10 and Q100 events extent;
- b) Any tree(s) proposed for retention within a Council reserve for any stage of the development must be independently assessed by a suitably qualified arborist which details suitability for retention and ongoing management recommendations for the tree(s). The detailed landscape response for the area in which the tree(s) are located must be informed by the arboricultural assessment;
- c) New plantings including their layout in any road reserves, municipal reserves and stormwater management elements
- d) A detailed planting schedule of all proposed trees, shrubs, groundcovers and aquatic planting (with zonation detail), including botanical names, common names, pot sizes, sizes at maturity, quantities and densities of each plant;
- e) The proposed layout, materials and finishes of paths, areas of pavement, structures, fences, maintenance vehicle access crossovers maintenance access gates and street furniture;
- f) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
- g) Detailed planting and construction drawings of any drainage and WSUD infrastructure within public reserves;
- h) Permeable fence design details for lots abutting open space reserves and Council reserves (except road reserves). Fencing detail must be to Council specifications;

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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- i) Additional supporting information, such as certified structural designs or building forms;
- j) The removal of existing disused structures, foundations, pipelines, farm dams or stockpiles and the eradication of weeds;
- k) Details of all infrastructure within the road reserve including but not limited to power (High Voltage & Low Voltage), water mains, gas mains, fire plugs, street lights, stormwater pits etc);
- l) All proposed street tree planting using semi-advanced trees with a minimum container size of 45 litres;
- m) The proposed tree species for all secondary frontages of corner allotments using street trees no larger than 5 x 4 metres at maturity and capped to two (2) only;
- n) The maintenance schedule for all proposed landscaping, including hard and soft landscaping elements; and
- o) Landscaping treatment of any road reserve abutting public open space.

**Completion of Landscape Works**

32. Unless otherwise approved in writing by the Responsible Authority, the landscaping works shown on the approved landscape plan for a particular stage must be completed to the satisfaction of the responsible authority prior to the issue of a Statement of Compliance for that stage.

A practical completion inspection is required and must be arranged by the permit holder with two weeks notice provided for onsite inspections. The incomplete landscape works bond will be returned on award of practical completion.

33. Where landscaping works forming part of the endorsed plans are not completed to the satisfaction of the Responsible Authority prior to the applicant seeking a Statement of Compliance for all, or a particular stage of a subdivision, the Responsible Authority may issue a Statement of Compliance where the works are appropriately bonded to the satisfaction of the Responsible Authority. The incomplete landscape works bond or bank guarantee must be 125 per cent of the estimated cost of incomplete landscape works including maintenance for a minimum 24 months Unless otherwise agreed in writing by the Responsible Authority the bonded works must be completed within one year of the date of the lodgement of the bond.
34. Unless otherwise approved in writing by the Responsible Authority, prior to the issue of practical completion of landscaping works, or any other time as agreed by the responsible authority, the following must be provided to the responsible authority:
- a) Building permits and structural engineering compliance where necessary;
  - b) Landscaping maintenance plan;
  - c) Schedule of Quantities showing the financial value of all landscaping assets; and
  - d) As-built landscaping plans in PDF and GIS-ready AutoCAD (DXF) format.
35. Unless otherwise agreed in writing by the Responsible Authority, a maintenance bond must be submitted to the Responsible Authority on application for practical completion of landscaping works. The maintenance bond or bank guarantee must be 125 per cent of the estimated cost of maintenance of landscape works for a two (2) year period.

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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**Maintenance of Landscaping**

36. The landscaping shown on any endorsed landscape plan (including trees approved for retention) for a particular stage must be maintained, to the satisfaction of the Responsible Authority for a period of no less than two (2) years from the date of practical completion of the landscaping unless otherwise agreed in writing by the Responsible Authority.
37. At the conclusion of the maintenance period, a handover inspection must be organised by the permit holder with two weeks notice given for onsite inspections. The landscape maintenance bond will be returned on award of Handover.
38. No Handovers will be accepted during the summer months from 1 December to 28 February inclusive.

**CCMA**

39. That the drainage system be constructed in accordance with the Surface Water Management Strategy Final Report (Water Technology November 2015) and Wandana Heights Water Quality Strategy Report (Biofita Dec 2015).

**Vic Roads**

40. Before the certification of any stage of the Plan of Subdivision abutting the Geelong Ring Road or Barrabool Road, the applicant must undertake noise measurements and modelling to determine whether any proposed residential property is predicted to have a noise level exceeding 63dBA (L1018hr) based on predicted traffic volumes 10 years hence.  
If such investigations indicate that such noise levels would be exceeded, a plan for acoustic measures to be implemented as part of the development of the subdivision must be submitted to and approved by the Responsible Authority.
41. Before approving the plan the Responsible Authority must refer the proposed plan to VicRoads and have regard to any submission VicRoads might make in relation to the plan.
42. Before the issue of a statement of compliance, the following road works must be completed at no cost to, and to the satisfaction of the Roads Corporation (VicRoads):
- a) The approved plan for acoustic measures must be implemented to the satisfaction of VicRoads and the Responsible Authority.
  - b) Splitter Island installed at Cityview Drive intersection with Barrabool Road.
43. Prior to the works on the Geelong Ring Road reserve commencing, the applicant must enter into a works agreement with VicRoads, confirming design plans and works approvals processes, including the determination of fees and the level of VicRoads' service obligations.
44. Direct access from the subdivisional lots to the Geelong Ring Road and Barrabool Road is not permitted. All subdivisional lot access shall be to the internal subdivisional roads.
45. No Drainage or sullage must be discharged on to the Geelong Ring Road or Barrabool Road reserves without the written permission of VicRoads.

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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**Barwon Water****General**

46. The owner shall create easements for Pipelines or Ancillary Purposes and or reserves in favour of Barwon Region Water Corporation on the plan of subdivision in accordance with Barwon Water's Land Development Manual, without cost to Barwon Water, over existing and proposed water and sewerage infrastructure within the land. This includes a new reserve from the development to Barrabool Road closer to the western end of the land. If further easements or reserves are required following design of water and sewerage infrastructure these must be added to the plan of subdivision prior to seeking Barwon Water's consent to the issue of a statement of compliance for the subdivision.
47. The plan of subdivision must be referred to Barwon Water in accordance with the Subdivision Act 1988 and any subsequent amendments to the plan provided to Barwon Water.
48. Barwon Water has strategic 375mm (x2) and 225mm water mains leading in and out of the existing Water Supply Tank site. These mains are to be contained within the road reserve or the developer is to create a reserve in favour of Barwon Water over these mains in accordance with Barwon Waters Land Development Manual. Any reserve created is to be at no cost to Barwon Water.

**Water**

49. The provision and installation of individual water services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations.
50. The payment of New Customer Contributions for each additional lot created and/ or each additional metered connection for water supply within the subdivision.
51. An additional tapping(s) is to be supplied to service the proposed development. Note that tappings and services are not to be located under existing or proposed driveways.
52. Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location of existing meters, and the location of the meter relative to the existing boundaries, and its number, is to be submitted. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.
53. Reticulated water mains are required to service the proposed development.

**Sewer**

54. The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations. Individual allotment house connection drains are to be provided for and extend into each allotment.
55. The payment of New Customer Contributions for sewer for each additional lot created and/or each additional metered connection within the subdivision.
56. Reticulated sewer mains are required to service the proposed development.

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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57. Additional sewerage assets are required to service this development. The creation of assets is additional to the internal works required for which the developer will be responsible to provide. The assets required are a Sewerage Pump Station (SPS) and Rising Main (RM) located approximately 100 m west of the Barwon Water tank site.

**DELWP Conditions**

58. In order to offset the removal of 1.372 hectares of native vegetation approved as part of this permit, the applicant must provide a native vegetation offset that meets the following requirements, and is in accordance with Permitted clearing of native vegetation - Biodiversity assessment guidelines (DEPI, 2013) and Native vegetation gain scoring manual (DEPI, 2013).

The offset must contribute a gain of 0.026 general biodiversity equivalence units with the following attributes:

- a) be located within the Corangamite CMA boundary or Greater Geelong municipal district; and
- b) have a strategic biodiversity score of at least 0.08.

59. Before any native vegetation is removed, evidence that the required offset has been secured must be provided to the satisfaction of the Responsible Authority. The offset evidence can be:

- a) a security agreement signed by both parties, to the required standard, for the offset site or sites, including a 10 year offset management plan; and/or
- b) an allocated credit extract from the Native Vegetation Credit Register.

A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.

60. Before works start, a plan to the satisfaction of the Responsible Authority identifying all native vegetation to be retained and describing the measures to be used to protect the identified vegetation during construction, must be prepared and submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will form part of this permit. All works constructed or carried out must be in accordance with the endorsed plan.

**Ausnet Services**

61. Written agreement to the final plan of subdivision for each stage of development must be obtained from Ausnet Transmission Group prior to Certification.
62. The plan of subdivision must show the Ausnet Transmission Group easement fully dimensioned on all affected lots.
63. Access to the transmission tower on site must be maintained at all times for Ausnet Transmission Group vehicles, staff and contractors. Likewise, provision should be made, in consultation with Powercor, for ongoing access to the 66kV poles within the easement. Powercor should also be consulted regarding the required distance of lot boundaries from the 66kV poles in the easement.

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

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64. Details of road construction and the installation of services within the easement must be submitted to Ausnet Transmission Group and approved in writing prior to the commencement of works on site.
  65. Natural ground surface levels on the easement must not be altered by the stockpiling of excavated material or by landscaping without prior written approval from Ausnet Transmission Group.
  66. Vehicles and equipment exceeding 3 metres operating height are not permitted on the easement during construction without prior written approval from Ausnet Transmission Group.
  67. All future works within the easement must be submitted to Ausnet Transmission Group and approved in writing prior to commencement of work on site.

**Powercor**

68. There are to be no basins, embankments or structures constructed under the existing 66kV Powercor subtransmission line, which may reduce the clearance from ground to our existing overhead wires.
69. Any basin, embankment or structure constructed within Powercor's existing easement, need to ensure that enough space is allocated for vehicles (including trucks) to access all 66kV Powercor Subtransmission poles.
70. All constructed basins, embankments and structures are to be a minimum 10m clear of all 66kV Powercor Subtransmission poles.

**Subdivision Expiry**

71. This permit as it relates to subdivision will expire if one of the following circumstances applies:
  - a) The plan of subdivision has not been certified within two (2) years of the date of this permit.
  - b) A statement of compliance is not issued within five (5) years of the date of certification.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards.

**Note:**

1. Council is not liable for the management and maintenance of any Barwon Water land made available for public use on this site. The Barwon Water reserve, access and all liability is the responsibility of Barwon Water.

**On the 3 January 2018 this Planning Permit has been corrected pursuant to Section 71(1)(a) of the Planning and Environment Act 1987 to correct a clerical error in that**

- **Conditions 68 to 71 were accidentally omitted.**
- **Note 1 was accidentally omitted.**

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**CONDITIONS OF PLANNING PERMIT NUMBER PP-392-2015/B CONTINUED**

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
7 March 2018	The permit has been amended to allow <ul style="list-style-type: none"> <li>Amend condition 8 wording.</li> </ul>

Note 1: Under Part 4, Division 1A of the Planning and Environment Act, 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Note 2: The words "date of this permit" in any expiry condition of this permit refers to the date of issue of the "original" permit (and not the date of the amendment of this permit).

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment	Name of Responsible Authority that approved the amendment
21 May 2019	The permit has been amended to allow <ul style="list-style-type: none"> <li>Amend condition 7b) wording.</li> </ul>	City of Greater Geelong

Note 1: Under Part 4, Division 1A of the Planning and Environment Act, 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Note 2: The words "date of this permit" in any expiry condition of this permit refers to the date of issue of the "original" permit (and not the date of the amendment of this permit).

Date Issued: 24 August 2017

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Responsible Authority:



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## 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.

### 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.

### 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 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 Subdivision 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 five 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 the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Victorian Civil and Administrative Tribunal, 7<sup>th</sup> Floor, 55 King Street, MELBOURNE, 3000 Ph: 1300 018 228

**eService**

**CITY OF GREATER GEELONG**  
PO BOX 104  
GEELONG 3220 AUSTRALIA  
DX 22063 GEELONG

TELEPHONE 03 5272 5272  
FACSIMILE 03 5272 4626  
www.geelongaustralia.com.au

**LAND INFORMATION CERTIFICATE**

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **29-Jul-2019**

Certificate No: **160483**

Applicants Ref:

**32235253-011-1:119262**

**Assessment Number: 41145**

Property Address: **65 Cityview Drive, WANDANA HEIGHTS VIC 3216**  
Property Description: **Highton High Level Tank - Share of 30830m2 Lot 1 TP  
119205 - Ppsd Lots 98-104, 126-132 & Lot B PS 816135**

Ratepayer as per  
Council Records: **Barwon Water**

Applicant:

**Landata**  
**PO BOX 500**  
**EAST MELBOURNE VIC 8002**

Operative Valuation Date:	<b>01-Jul-2019</b>
Level of Valuation Date:	<b>01-Jan-2019</b>
Capital Improved Value:	<b>1,720,000</b>
Site Value:	<b>1,720,000</b>
Net Annual Value:	<b>86,000</b>

**This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or By-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, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.**

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ◆ The current rating year is for the period **01/07/2019 to 30/06/2020**. Lump sum payment - due by **15/02/2020** or by instalment **30/09/2019, 30/11/2019, 29/02/2020 and 31/05/2020**. Interest is chargeable after these dates on any outstanding amount.
- ◆ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **27-Oct-2019**) and within the current financial year.

**The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.**

**LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 229 of the  
Local Government Act 1989Date of Issue: **29-Jul-2019**

eService

Certificate No: **160483**Property Address: **65 Cityview Drive, WANDANA HEIGHTS VIC 3216**Assessment Number: **41145.4**

	<u>Rate, Charges &amp; Other Monies</u>	<u>Amount \$</u>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	State Government Levies	1,865.15
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	0.00
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	<b>Total Due:</b>	<b>1,865.15</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.


**Authorised Officer****Bill Code: 17475****Reference: 100000411454**Payment via internet or phone banking,  
from your cheque or savings account.**Your Ref:** 32235253-011-1:119262

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**Sec 229 LGA**

# Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER:

15869632

APPLICATION NUMBER:

272150

DATE:

11/02/2018

PROPERTY ADDRESS:

65 CITYVIEW DR, WANDANA HEIGHTS, VIC 3216

YOUR REFERENCE:

367277

OWNER:

BARWON REGION WATER CORPORATION

COMMENTS:

Comments

The following service charges are applicable for the abovenamed property for the period 01/01/2018 to 31/03/2018. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Total Service Charge	\$		

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

TOTAL DUE	\$	NIL	NIL	NIL
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Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659,

\* PLEASE NOTE: Verbal confirmation will not be given after 12/04/2018. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 12/04/2018 and a fee will be payable.

\* If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these fees please contact Barwon Water on 1300 656 007.

Manager Customer Support

Robertson Hyetts Solicitors C/- InfoTrack (InfinityLaw) C/-  
LANDATA  
2 Lonsdale Street Melbourne



# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

11-02-2018

Robertson Hyetts Solicitors C/- InfoTrack (InfinityLaw) C/- LANDATA  
2 Lonsdale Street  
Melbourne

Property: 65 CITYVIEW DRIVE WANDANA HEIGHTS 3216

I refer to your application received at this office on 11/02/2018. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A water main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of water mains vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC272150

**Your Ref:** 367277

**Agent Ref:** 27471480-022-9

Yours faithfully.

Manager Customer Centre





**PLANNING CERTIFICATE**

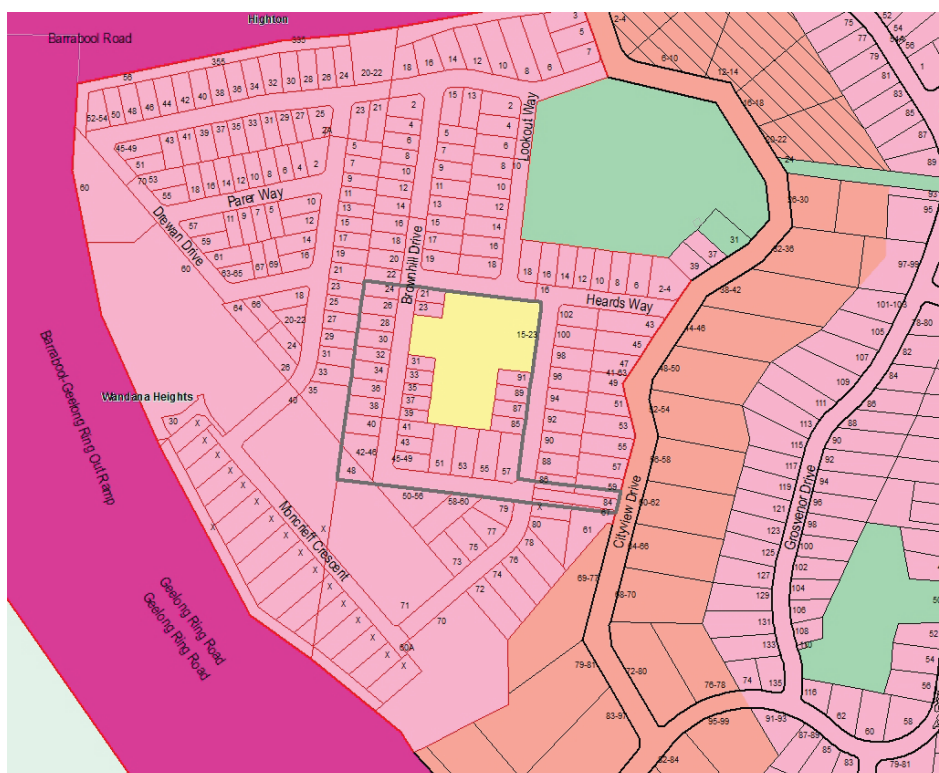
**Number:** 209/2019

**Applicant's Name & Address:**

Landata  
PO BOX 500  
East Melbourne VIC 8002

**Address of Land:** 65 Cityview Drive, WANDANA HEIGHTS VIC 3216  
Vol:9845 Fol:841

**The land is covered by:** GREATER GEELONG PLANNING SCHEME  
**The responsible authority is:** CITY OF GREATER GEELONG



**The land:**

<b>is included in</b>	Public Use Zone - Service And Utility General Residential Zone - Schedule 1
<b>abuts on an</b>	-
<b>control</b>	Development Plan Overlay - Schedule 34
<b>subject to current Amendment Proposal</b>	-
<b>adjoins or is opposite</b>	Public Use Zone - Service And Utility General Residential Zone - Schedule 1 Low Density Residential Zone - Schedule 2 Development Plan Overlay - Schedule 34 Design And Development Overlay - Schedule

**Date Issued:** 29 January 2019  
**Your Reference:** 30696413-019-8

Enquiries: Ph. (03) 5272 4456

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 07 May 2020 01:32 AM

## PROPERTY DETAILS

Address: **25-29 BROWNHILL RIDGE WANDANA HEIGHTS 3216**

Lot and Plan Number: **Lot B PS816135**

Standard Parcel Identifier (SPI): **B\PS816135**

Local Government Area (Council): **GREATER GEELONG** [www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

Council Property Number: **386360**

Planning Scheme: **Greater Geelong** [planning-schemes.delwp.vic.gov.au/schemes/greatergeelong](http://planning-schemes.delwp.vic.gov.au/schemes/greatergeelong)

Directory Reference: **Melway 450 H11**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **SOUTH BARWON**

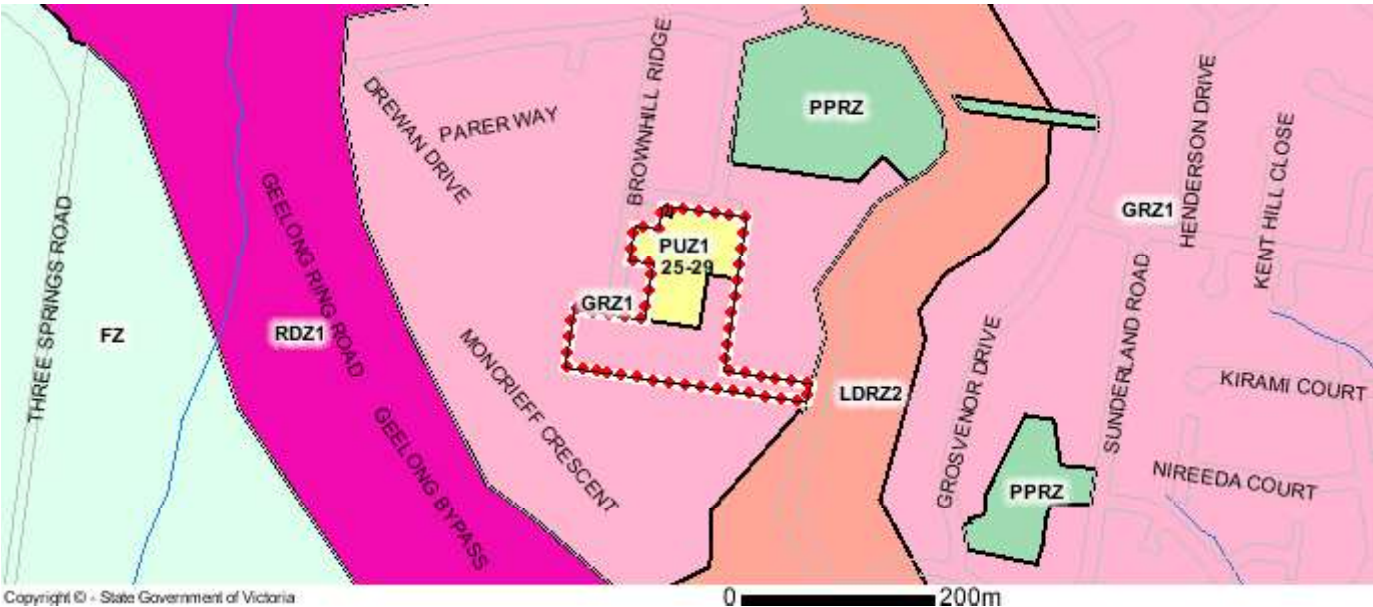
## Planning Zones

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

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







[PUBLIC USE ZONE - SERVICE AND UTILITY \(PUZ1\)](#)

[SCHEDULE TO THE PUBLIC USE ZONE - SERVICE AND UTILITY \(PUZ1\)](#)



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0 200m

	FZ - Farming		GRZ - General Residential		LDRZ - Low Density Residential
	PPRZ - Public Park & Recreation		PUZ1 - Public Use - Service & Utility		RDZ1 - Road - Category 1

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

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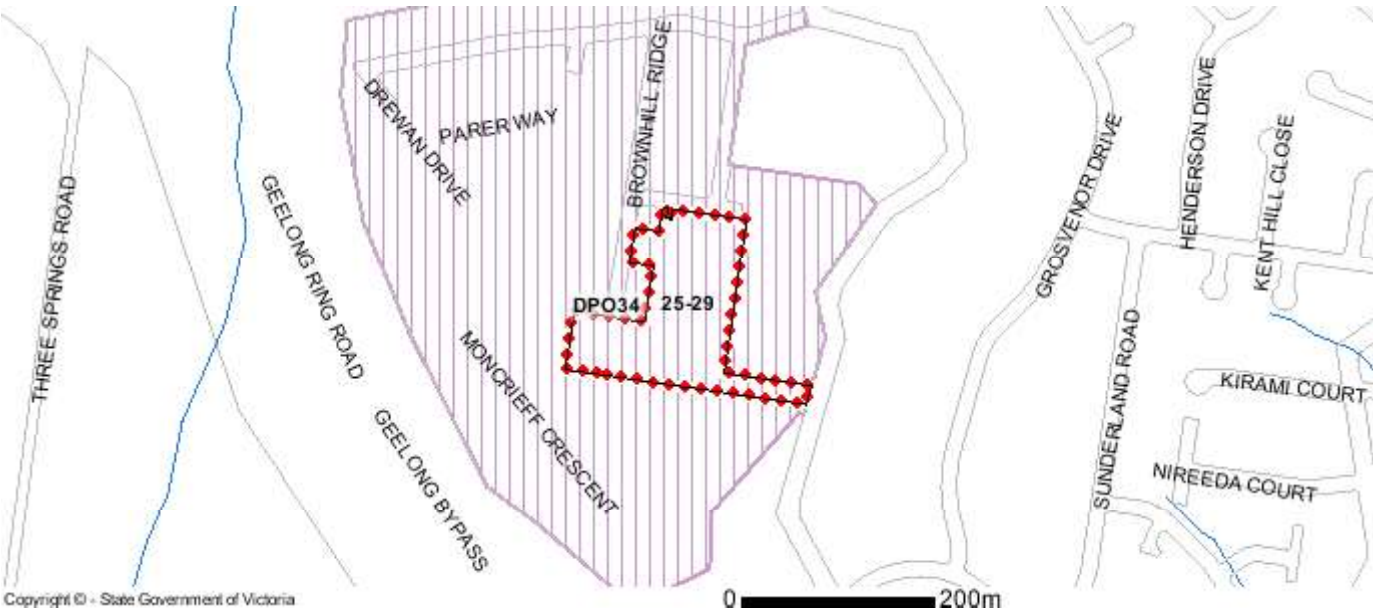
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



PLANNING PROPERTY REPORT

Planning Overlay

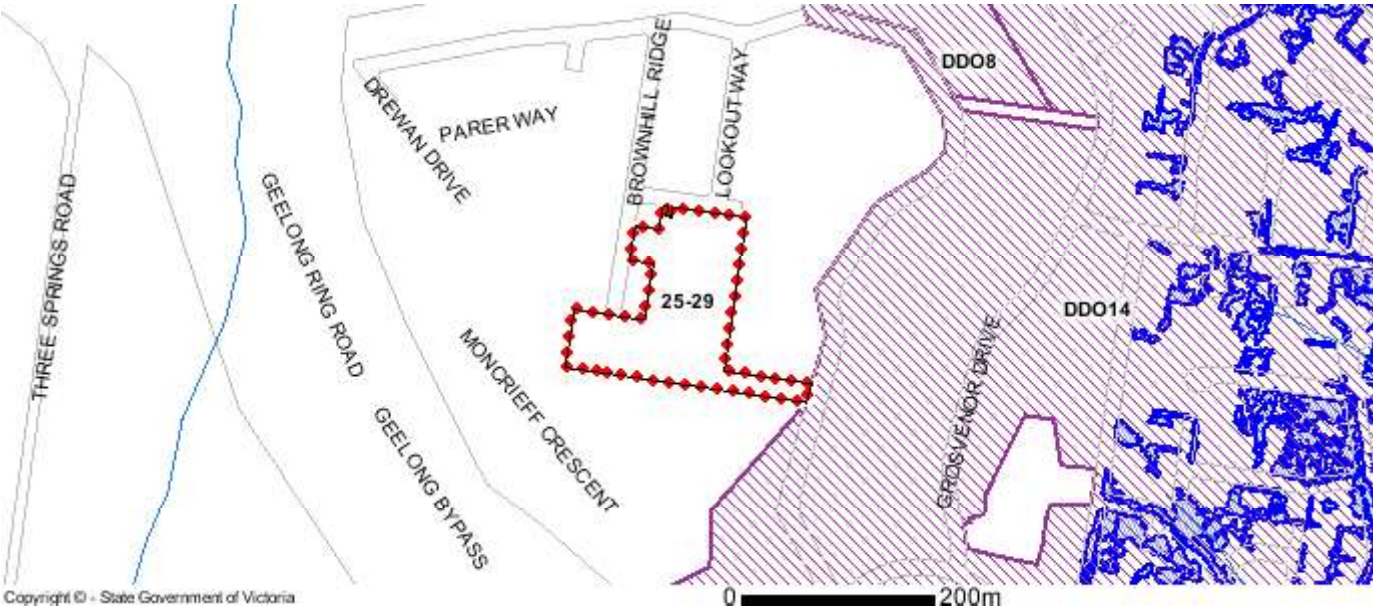
DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 34 (DPO34)



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

OTHER OVERLAYS  
Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)  
SPECIAL BUILDING OVERLAY (SBO)



DDO - Design and Development  
SBO - Special Building  
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 29 April 2020.

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

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

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

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

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

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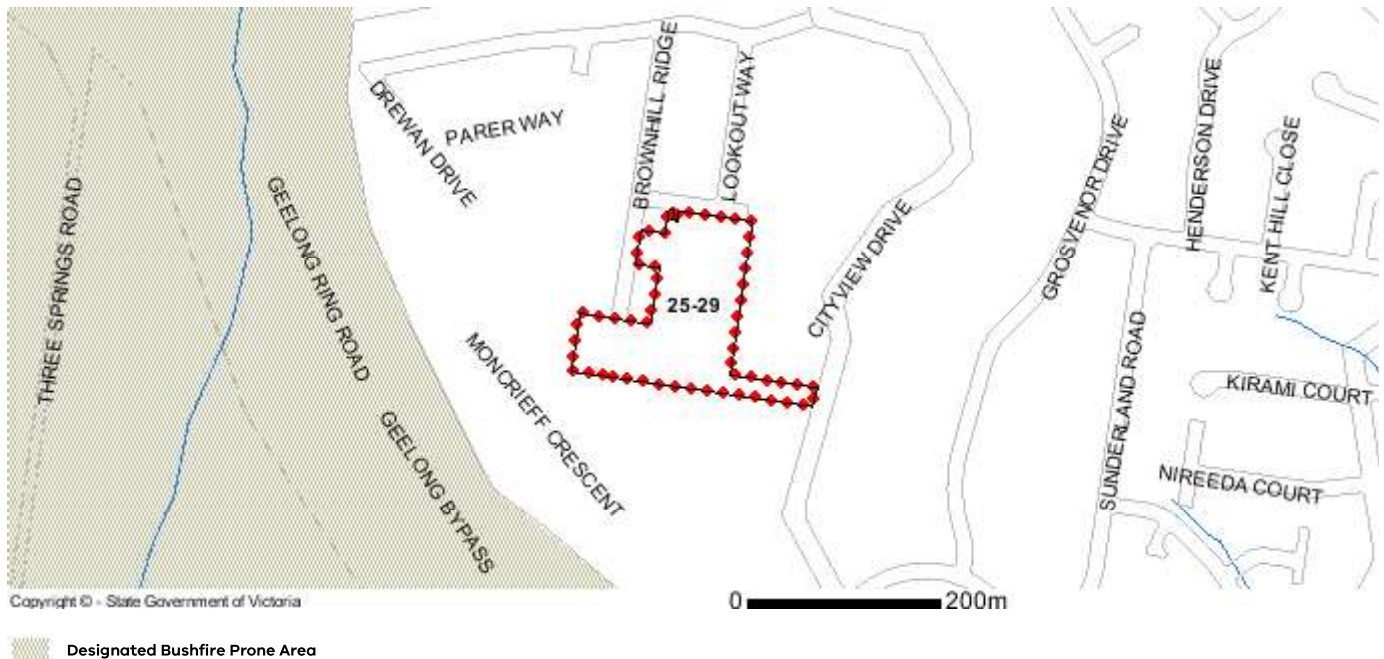
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Area

**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 <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

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

Client Reference: 367277

NO PROPOSALS. As at the 11th February 2018, 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®.

65 CITYVIEW DRIVE, WANDANA HEIGHTS 3216  
CITY OF GREATER GEELONG

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: 11th February 2018

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 27471493 - 27471493122826 '367277'**



# Catchment and Land Protection (Section 90)

Robertson Hyetts Solicitors C/- InfoTrack (InfinityLaw)  
135 King Street  
SYDNEY 2000

## CERTIFICATE

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

YOUR REF: **367277**

CERTIFICATE NO: **27471493**

This Certificate is issued for the following property:

PROPERTY ADDRESS:

**65 Cityview Drive, Wandana Heights**

PROPERTY DESCRIPTION:

Lot/Plan:

**Lot 1 TP119205G**

Crown description:

Volume/Folio:

**9845/841**

Directory reference:

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

**By Authority**

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

**DATED: 11/02/2018**



# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / ROBERTSON HYETTS SOLICITORS

<b>Your Reference:</b>	581550-1
<b>Certificate No:</b>	25186548
<b>Issue Date:</b>	01 FEB 2019
<b>Enquiries:</b>	TXC6

<b>Land Address:</b>	65 CITYVIEW DRIVE WANDANA HEIGHTS VIC 3216
----------------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** BARWON WATER  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

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

**Comments:** Refer to attachment

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. To request an update for this certificate go to:  
[www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	\$580,000
<b>SITE VALUE:</b>	\$500,000
<b>AMOUNT PAYABLE:</b>	\$14,441.99

## Land Tax Clearance Certificate - Remittance Advice

<b>Certificate No:</b>	25186548
<b>Land ID:</b>	44742769
<b>Amount Payable:</b>	\$14,441.99

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0001444199<0001444199>025186548000<025186548000>424<424>

# Notes to certificates under Section 105 of the *Land Tax Act 2005*



**Certificate No:** 25186548

1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
5. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - a. the vendor, or
  - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$775.00

Taxable Value = \$500,000

Calculated as \$275 plus ( \$500,000 - \$250,000) multiplied by 0.200 cents.

## Further information

<b>Internet</b>	<b>www.sro.vic.gov.au</b>
<b>Email</b>	sro@sro.vic.gov.au (Attn: Land Tax)
<b>Phone</b>	13 21 61 (local call cost)
<b>Fax</b>	03 9628 6853
<b>Mail</b>	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

# Land Tax Clearance Certificate

## Land Tax Act 2005

Certificate No: 25186548



**Land Address:** 65 CITYVIEW DRIVE WANDANA HEIGHTS VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44742769	1	119205	9845	841	\$12,025.47

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BARWON REGION WATER CORPORATI	2019	\$420,000	\$6,735.53	\$0.00	\$6,735.53
BARWON REGION WATER CORPORATI	2018	\$350,000	\$5,289.94	\$0.00	\$5,289.94

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

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

**Comments:**

**Total Amount Payable for Property:** 44742769 **\$12,025.47**

**Land Address:** 65 CITYVIEW DRIVE WANDANA HEIGHTS VIC 3216

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44742777	1	119205	9845	841	\$2,416.52

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BARWON REGION WATER CORPORATI	2019	\$80,000	\$1,282.96	\$0.00	\$1,282.96
BARWON REGION WATER CORPORATI	2018	\$75,000	\$1,133.56	\$0.00	\$1,133.56

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

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

**Comments:**

**Total Amount Payable for Property:** 44742777 **\$2,416.52**

**Total:** **\$14,441.99**



# DESIGN GUIDELINES

Cnr Barrabool Road & City View Drive  
Wandana Heights VIC 3216  
Ph: 1300 030 904  
[wandana.com.au](http://wandana.com.au)

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## 1. MESSAGE FROM VILLAWOOD

Welcome to Wandana, the newest in a long list of high quality developments by Villawood that will set a new benchmark for residential living, delivering a place that is of superior quality in all aspects which residents are proud to call home.

The principle aim of these Design Guidelines ("Guidelines") is to create a coherent vision for the Wandana community. Developed to enhance the lifestyle and investment of purchasers, the Guidelines are designed to ensure all homes at Wandana are built to a high standard whilst encouraging a variety of housing styles which are in harmony with the streetscape. The Guidelines will 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 of the development.

Each individual house design should contribute to the surrounding environment and to the community in a positive way. The Guidelines encourage homeowners to construct innovative and appropriate designs that address sustainability issues and present a cohesive residential image for the community.

We hope you will see the value in Wandana Guidelines, and we look forward to working with you through the process of making Wandana 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 of the developer. The makeup of the panel may be varied. However, the panel will always include at least one Architect member.

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.

In considering designs, the DAP may exercise a 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 3 months without work being carried out and all building works must be completed within twelve months of their commencement.



## 2. APPROVAL PROCESS

### 2.1 Process for Approval

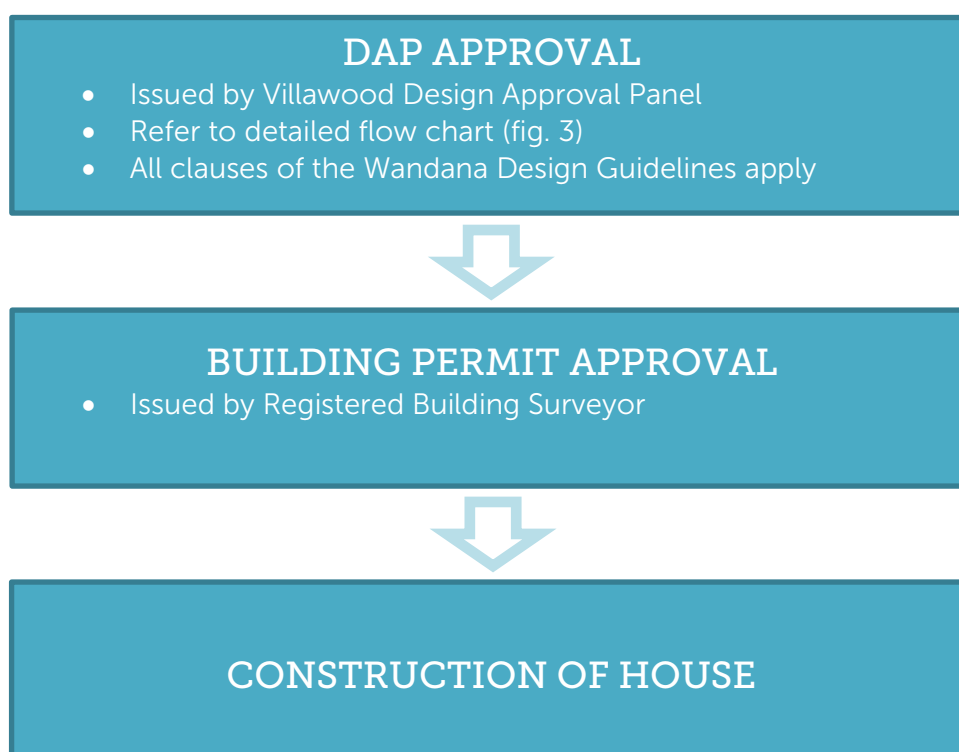
The process for approval of your house design depends on the size of your lot, and the details for your proposed house design.

All documents are to be lodged via the Villawood Properties Builders Portal, this can be accessed by visiting the website [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)

#### 2.1.1 Lots 300m<sup>2</sup> and Greater

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

Figure 1. Approval Process for Lots Greater than 300m<sup>2</sup>

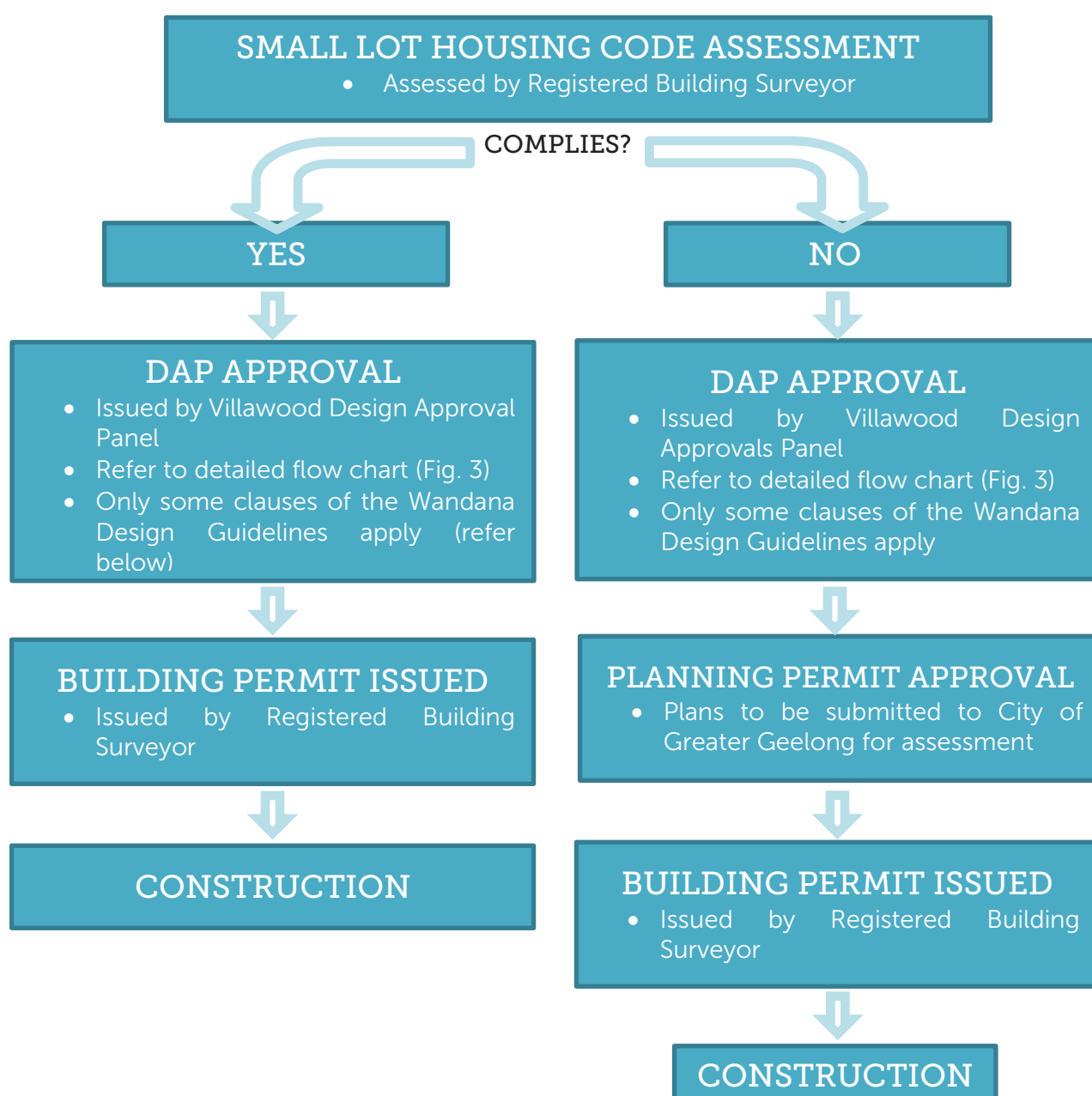


### 2.1.2 Lots Smaller than 300m<sup>2</sup>

If your lot is smaller than 300m<sup>2</sup>, Council requires that your house go through an additional approvals process, which requires your house design to be assessed against the Small Lot Housing Code. A copy of the Small Lot Housing can be obtained from Council.

If your house design complied with the Code, the process is similar to that outlined in Figure 1. However, if your house does not comply, you can seek discretionary approval from Council. Refer to Figure 2 for an outlined of the process.

**Figure 2. Approval Process for Lots Smaller than 300m<sup>2</sup>**



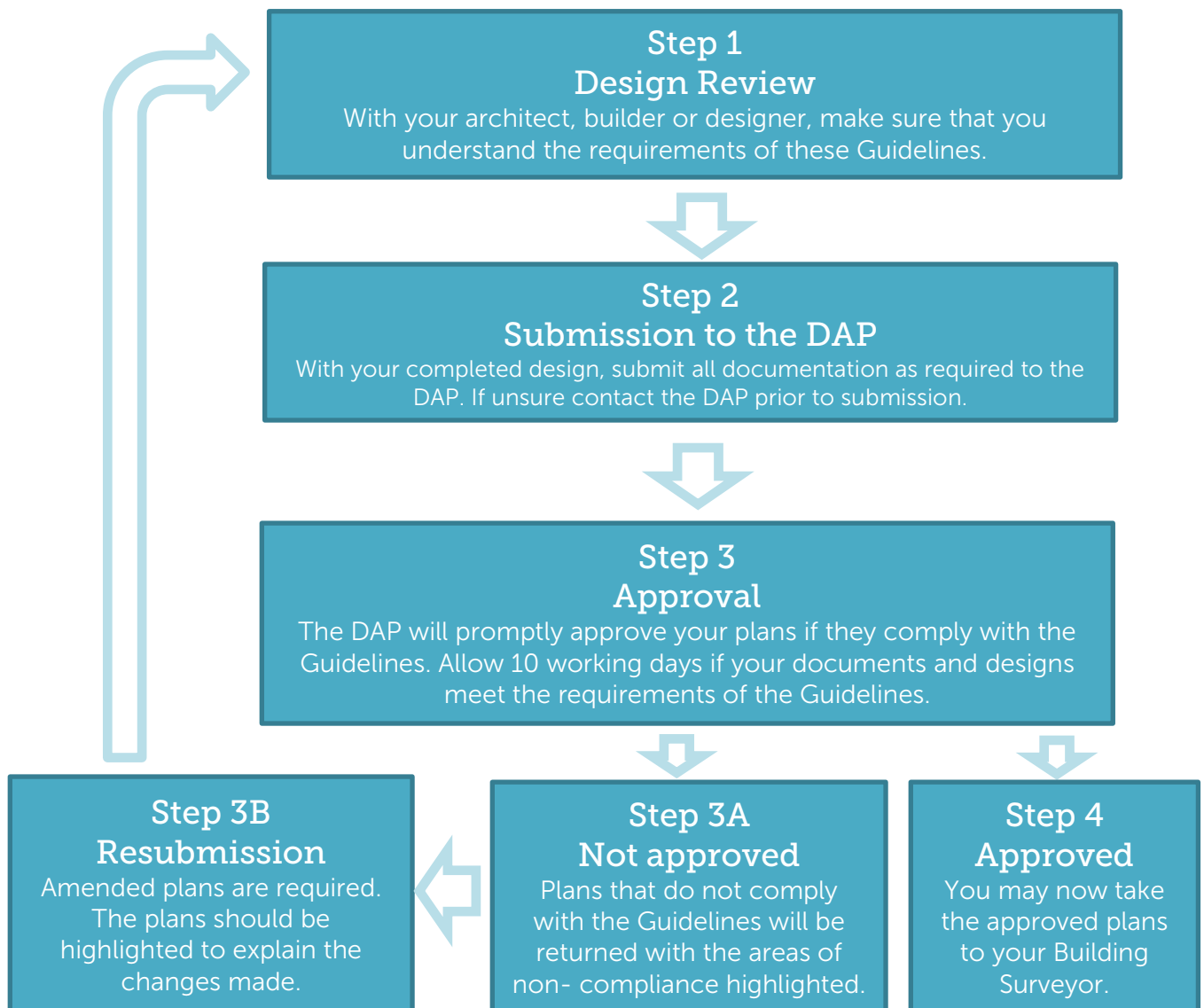
The Small Lot Housing Code covers many of the siting requirements specified in the Wandana Design Guidelines. As such, if your house design complies with the Small Lot Housing Code, you are exempt from the following clauses of the Wandana Design Guidelines;

- 3.3 House Orientation,
- 3.6 Building Envelopes and setbacks,
- 3.7 Building Height,
- 3.9 Site Coverage,
- 4.11 Overshadowing,
- 4.12 Privacy and Overlooking.

If there is any uncertainty regarding interpretation of the Small Lot Housing Code versus the Wandana Design Guidelines, the Small Lot Housing Code takes precedence.

## 2.2 DAP Process

Figure 3. Summary of the DAP process.



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 Envelopes,
  - 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)
- Schedule of external materials and colours. Colour swatches must be provided.
- Completed Check List (refer Section 8 of Guidelines)

**Note: do not include internal fit-out details such as kitchens, electrical plans etc**

Submit all information via the Builders Portal on the Villawood website  
[www.villawoodproperties.com.au](http://www.villawoodproperties.com.au)

all enquires to  
**WANDANA DESIGN ASSESSMENT PANEL**

c/- [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)  
or telephone contact on 03 9853 3513

## 2.4 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.

## 2.5 Approval

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

## 2.6 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.

## 2.7 Construction

Once a Building Permit has been obtained, construction of your house may begin.

## 3. SITING AND ORIENTATION

### 3.1 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,
- Maximising potential views of each lot owner,
- Minimising overlooking and over shadowing, and
- Respecting the privacy and amenity of neighbours. This includes excavations adjacent or on the side boundary.

### 3.2 Land Use

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

### 3.3 House Orientation

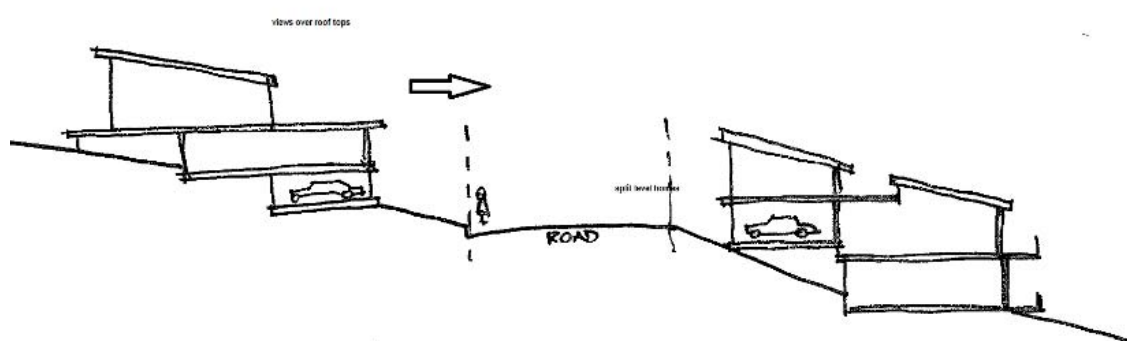
Houses must face the main street frontage and present an identifiable entrance to the street. The front door may face some side street frontages, this should be verified with the DAP. Where possible, houses should be sited so that habitable rooms and private open spaces face northwards to receive maximum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

The site slope must be considered in conjunction with the overall orientation to achieve the best outcome.



### 3.4 Site Views

A number of sites have significant views across the community and beyond, careful consideration must be given to the location of the property the building envelopes placed upon the site and its adjoining allotments.



### 3.5 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 6 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*



## 3.6 Building Envelopes and Setbacks

### 3.6.1 Building Envelopes

Building Envelopes have been prepared for the lots in each stage at Wandana 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.

### 3.6.2 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.

#### (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 setback 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.

On lots greater than 600m<sup>2</sup> the rear setback as noted in the building envelope plan is generally 9.0 metres for a second storey unless noted otherwise.

This occurs on lots where views over the roof tops of adjoining lots are deemed necessary. 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% 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 apply;

- 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.

The following may encroach into the specified setback distances;

- Landings with an area of not more than 2 square metres and less than 0.8 metres high,
- Unroofed stairways 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;

- Porches and verandahs to a maximum height of 4m,
- Decks and uncovered landings of not more than 2 square metres and less than 0.8 metres high from natural ground,
- Eaves.

**Note;** For the purposes of these guidelines, gutters are not a measured item

### (viii) Edge Boundary

Exemptions relating to side setbacks and relating to siting matters do not apply to an Edge Boundary.

## 3.7 Building Height

The maximum building height is 9 metres above the natural surface level of the ground directly below it. A maximum rise of 2 storeys is permitted.

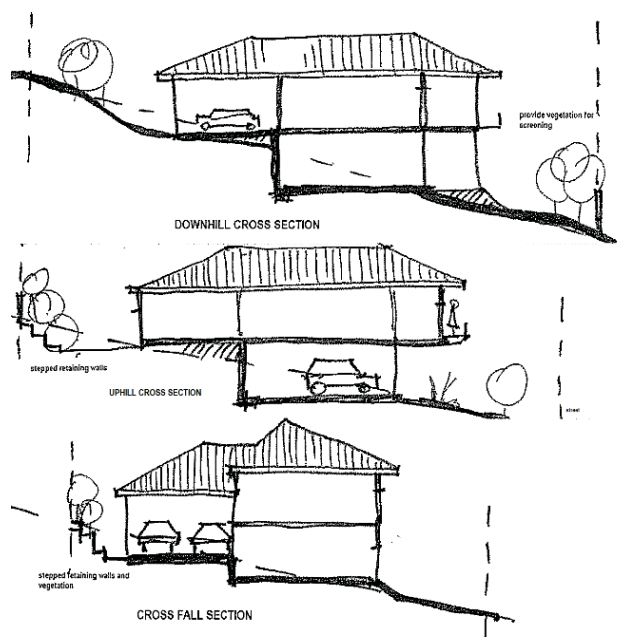
For the purpose of these Guidelines, a maximum wall height of 7.2 metres is permitted above natural ground level. Natural ground/surface level is defined as the ground level after engineering works associated with the subdivision have been completed.

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 1m are considered excessive. Stepped and multiple retaining walls may be required rather than one large retaining wall.

### 3.8 Slope Considerations

Houses and garages should be sited and designed to take advantage of the natural slope conditions at Wandana. 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. Some lots have specific building envelopes to ensure that views are maintained and that adjoining lots are protected.



Unsightly cut or fill should be avoided and limited to 1.0m in depth. Consideration must be given to neighbour's properties. Landscaped terraces are preferred as per Clause 5.6 of the guidelines.



### 3.9 Front Retaining Walls

Some sloping sites shall have stone retaining walls and driveway returns to the front of the property installed by Villawood. If property owners wish to install retaining walls to the front of the building line, the property owner must ensure that the walls match the style, material and construction of the developer constructed walls throughout Wandana. The stone shall be a selected local stone of basaltic origin, be of a colour range between grey and brown, and have a charcoal pigment added to the mortar colour.

The design of retaining walls in front of the building line can have significant impacts on the streetscape and local character, and therefore;

- **Retaining walls facing the street** must match the style, material, and construction of the developer constructed walls (as detailed above). The use of stepped retaining structures, made up of a collection of either smaller rock walls, patterned and textured concrete, gabions, or masonry structures, will be considered by the DAP, provided that the design is in harmony with the proposed house design, local streetscapes, and overall intent of the Guidelines. Any alternative retaining method that is not consistent with developer constructed walls will be approved at the discretion of the DAP,
- **Retaining walls facing away from the street or on side boundaries**, must match the style, material, and construction of the developer constructed walls. Alternatively, the use of patterned or textured concrete, masonry, or gabion structures will be considered by the DAP, provided that the proposed retaining structure is in harmony with the proposed house design, local streetscapes, and overall intent of the Guidelines. The impact that the alternate retaining wall materials has on the streetscape will be a factor in the DAP assessment, and approval of the walls will be at the discretion of the DAP,
- Retaining walls constructed of plain concrete, or timber are not permitted in front of the building line or if visible from the street,
- Retaining walls constructed behind the building line are to be in accordance with section 5.6 of these guidelines.

Any front retaining wall must be submitted for approval to the DAP.





### 3.10 Site Coverage

Unless otherwise specified in the notations to the Building Envelopes for particular lots, 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. Information sheets regarding the minimum setback for decks can be found on the Victorian Building Authority website.

Lots marked accordingly in the Building Envelopes may have maximum permitted site coverage of 70% but must have a private open space area that measures 25m<sup>2</sup> with a minimum dimension of 3 metres in width. These lots are generally smaller style lots.

## 4. BUILT FORM

### 4.1 Architectural Style

At Wandana, 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 using 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 300sqm 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.



### 4.2 Materials and Colours

The materials and colours of the walls and roofs of houses will have a major impact on the visual quality of Wandana. 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 Wandana are recommended.

#### 4.2.1 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 are encouraged to have a mix of composite products (render, timber or textured material) to the front facade as approved by the DAP.

#### 4.2.2 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 Wandana are recommended and the use of Colorbond is encouraged.

### 4.3 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.

### 4.4 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.

### 4.5 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.

#### 4.6 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.

#### 4.7 Energy Efficiency

An energy smart home takes advantage of the sun's free warmth and light and, with the inclusion of energy efficient appliance and systems, will save a great deal of energy.

Well-designed homes reduce the demand on heating and cooling. Any style of house can be energy efficient. Energy smart homes have a combination of features which work together to ensure you achieve the highest degree of comfort with minimum energy use.

Homes at Wandana must achieve a minimum of 6 Star Energy Rating in accordance with the Victoria Home Energy Rating System or greater 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.

#### 4.8 Roofs

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. Flat roofs behind parapets are accepted.

## 4.9 Acoustic Requirements

A report by Marshall Day Acoustics, report no. *Rp 001 R06 2015344ML* has been prepared and with regards to Stage 6 there are some additional building requirements that require consideration and incorporation. These acoustic requirements are noted in the Creation of Restriction on the revenant Plan of Subdivision.

## 4.10 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 300m<sup>2</sup> must have garages setback a minimum 5m 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.

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. The DAP will need to consider the impacts on adjoining lots of any excavation on or near the boundary.

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 per lot is permitted.

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.

#### 4.11 Overshadowing

This item is covered within the building envelope plan and profile diagrams. Building Regulation 416, 417 and 418 is superseded by this Guideline.

#### 4.12 Privacy and Overlooking

This item is covered within the building envelope plan and profile diagrams. Building Regulation 419 is superseded by this Guideline.

## 5. EXTERNAL CONSIDERATIONS

### 5.1 Access and Driveways

Driveways are a major visual element at Wandana 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.



*Examples of approved driveway finishes*

All driveways must be completed within three months of the Occupancy Permit being issued.

### 5.2 Fences

The objective of the DAP is to provide a degree of uniformity throughout the community and thereby avoid an untidy mix of various fence standards, colours and types. To enhance the park-like character of the community, no front fencing will be permitted.

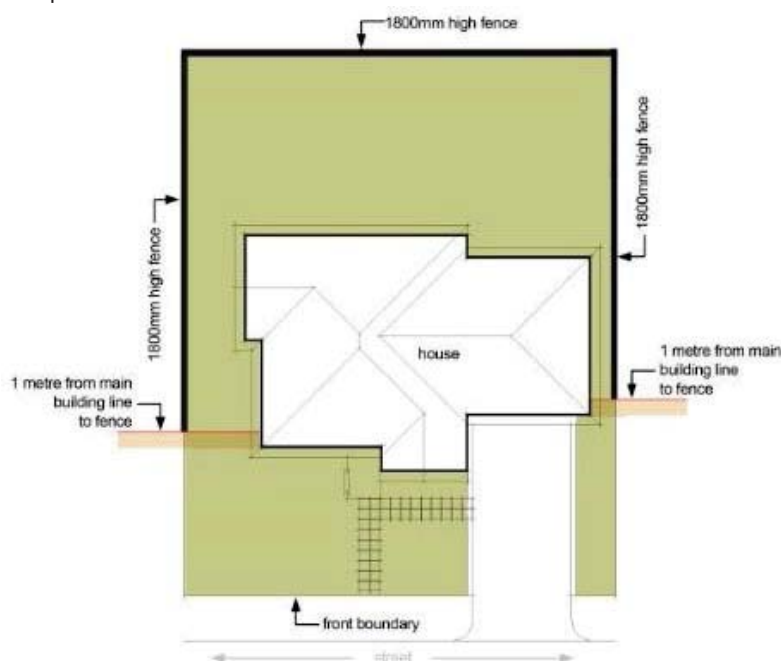
Fences may be stained with a clear finish but must not be painted with coloured stains or paint.

On side boundaries, fencing must commence no closer than 1 metre behind the building line.

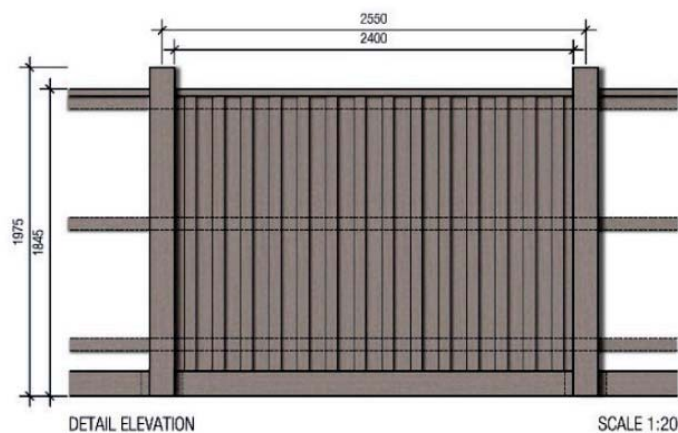
All side and rear fences are to be constructed of timber palings with exposed posts and capped across the top to a maximum height of 1.8 metres (excluding a screen required for overlooking purposes).

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.

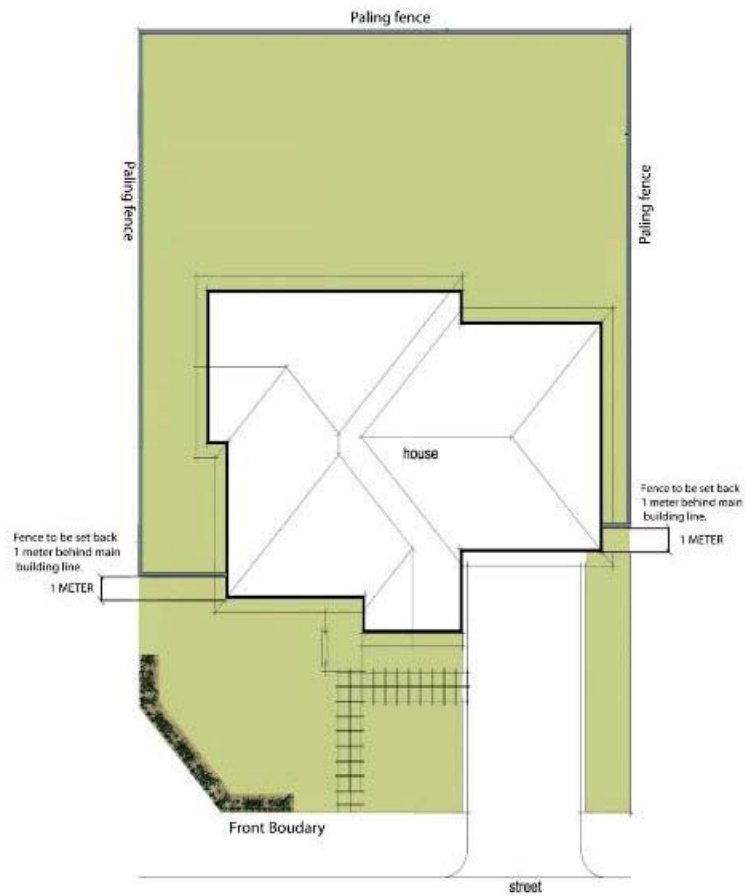
Fences permitted by the Guidelines are not deemed to overshadow the recreational private open space on the allotment.



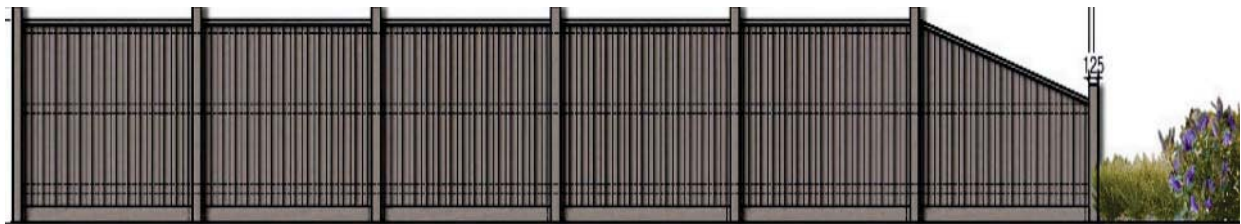
*Depiction of typical boundary fencing location*



*Elevations of typical paling fence*



*Depiction of corner lot fencing*



*Side boundary fence elevation*

### 5.3 Water Saving Initiatives

All residents are encouraged to consider other water saving initiatives in the home including;

- Grey water systems,
- Rainwater tanks,
- Solar hot water systems,
- Energy efficient tap ware and appliances.

### 5.4 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*

### 5.5 General

External fixtures must achieve the following objectives and the location must be noted on plans to be submitted to the DAP;

**Clotheslines, Garden Sheds, External Hot Water Services and Ducted Heating Units** must not be visible from the street.

#### **Solar Water Heaters**

Solar Water Heaters are permitted and, where possible, are to be located out of view from the street frontage. The solar panels shall be located on the roof, not on a separate frame.



### Air-Conditioning Units

Evaporative air-conditioners must be positioned so that they are not visible from the main frontage of the dwelling. 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*

### Television Antennae

TV Antennae are not permitted as television services are available through the Opticomm Fibre Network.

### Satellite Dishes

Satellite Dishes will only be approved if located below the roofline of the house and must be screened from public view.

### Rainwater Tanks

Rainwater Tanks must be not visible from the street frontage.

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.

### External Lighting

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

Commercial Vehicles with a carrying capacity of 1 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 Greater Geelong.

Builders or tradespersons identification required during construction of the dwelling to a maximum size of 600mm x 600mm. 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 2.4m, maximum ridge height of 3 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.

### Carports

No carports are permitted to the front of the dwelling.

### Pools

Swimming Pools do not require the approval of the DAP.

### 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.

## 5.6 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 3 metres should be planted closer than 2 metres to the house. Purchasers should make their own enquiries with the City of Greater Geelong 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 in a 75-litre pot when planted.







*Examples of acceptable landscaping treatments*

### **Embankments and Retaining walls**

Embankments should not exceed a slope of 1 in 5. 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. Retaining walls forward of the main façade please refer to item 3.8 of the guidelines above.



*Not acceptable*



*Acceptable*

## 5.7 Construction Management

During the construction period, the builder must install a temporary fence and ensure that rubbish and building waste is contained within the building site. Damage to nature strips caused during the construction period is solely the responsibility of the landowner and their builder.

## 5.8 Broadband Network

Wandana is an OptiComm Fibre Connected Community. This means that all homes in Wandana 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
- 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 32mm 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, TV and other services throughout your rooms

Structured Cabling of your home is optional, but highly recommended, as it will enable you to take advantage of all features the Wandana 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 Certificate of Occupancy or are about two (2) 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
- Access to Foxtel Pay TV signals (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 (see details over page). You will be contracting the Retail Service Provider to provide the 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 at Wandana
- 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 Community and the "ONT" (Optical Network Terminal) is installed

For further information please refer to:

<http://www.opticomm.net.au/>

## 6. NOTES AND DEFINITIONS

### 6.1 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.

### 6.2 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 4 of *Building Regulations 2006*:

- 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)

## 6.3 Additional Definitions

### 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.

## 7. BUILDING ENVELOPES

### **Refer attached Building Envelopes**

To be read in conjunction with Building Envelope Profiles (refer Section 8) and the Plan of Subdivision for relevant stage.

Building regulation 414 and 415 are superseded by the Approved Building Envelopes.



## 8. BUILDING ENVELOPE PROFILES

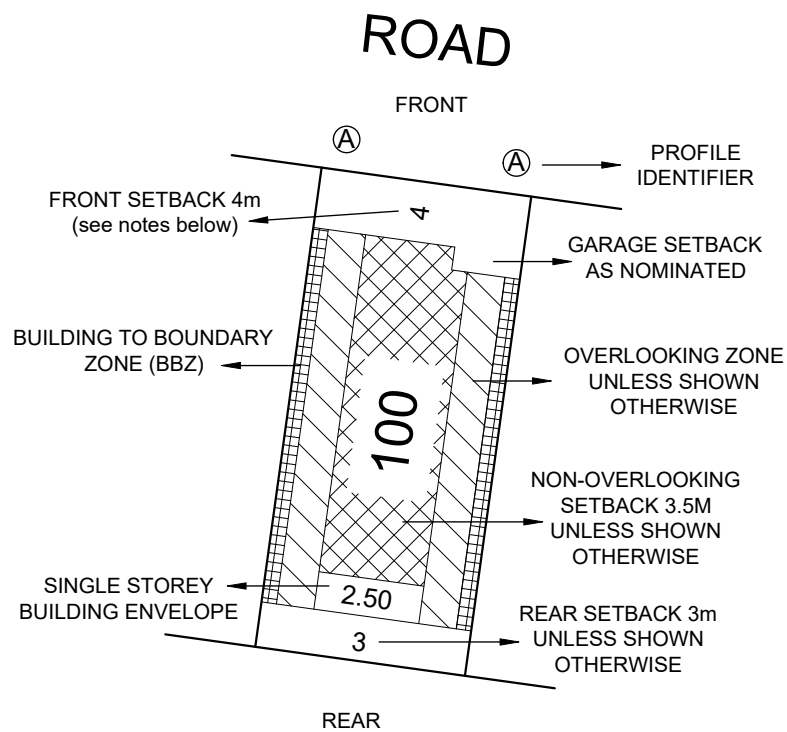
### Refer attached Building Envelope Profiles

To be read in conjunction with Building Envelopes (refer Section 7) and Wandana Plan of Subdivision for relevant stage.

WANDANA STAGE 2B BUILDING ENVELOPE PLAN  
SEE PLAN OF SUBDIVISION PS829542Q

LEGEND

EXAMPLE OF TYPICAL BUILDING  
ENVELOPE SETBACK



SINGLE STOREY BUILDING ENVELOPE (WALL HEIGHT NOT EXCEEDING 3.6m)



BUILDING TO BOUNDARY ZONE (BBZ)



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

THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE LOT ARE REQUIRED TO BUILD IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPES SHOWN HEREON AND IN THE "PROFILE DIAGRAMS" IN THIS DOCUMENT.

NOTATIONS:

- THE FRONT AND SIDE SETBACKS ARE MEASURED TO THE OUTERMOST WALLS OF THE BUILDING.
- GARAGES MUST BE SETBACK A MINIMUM OF 5.0m FROM THE FRONT STREET BOUNDARY UNLESS OTHERWISE NOTED
- WALLS LESS THAN 1.0m FROM THE BOUNDARY MUST BE WITHIN 200mm OF THE BOUNDARY.
- THE SETBACK TO A SIDE STREET BOUNDARY FOR A CORNER LOT IS 2m UNLESS NOTED OTHERWISE.
- PORCHES AND VERANDAHS CAN ENCROACH INTO THE FRONT SETBACK BY UP TO 1.5m AT HEIGHTS OF UP TO 4m.



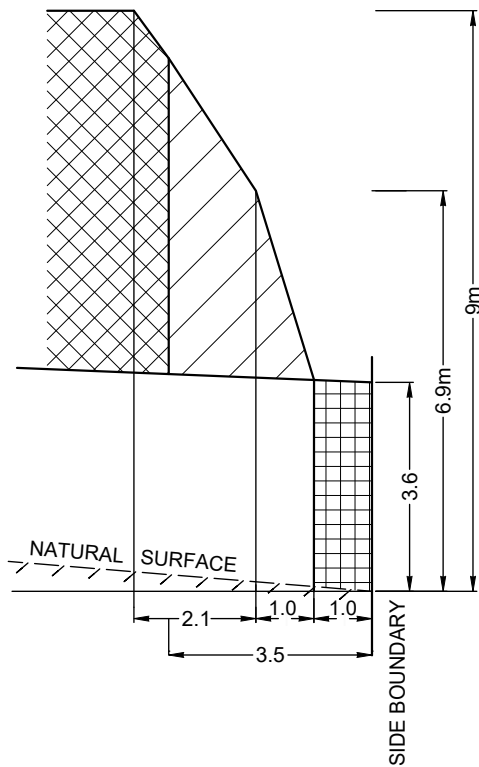
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Southbank VIC 3006 Australia

Sheet 1 of 3  
Version 4  
Drawing Date 05/05/20  
Job Number AA0074  
Drawing Number BE02BAG  
Drawn By LS

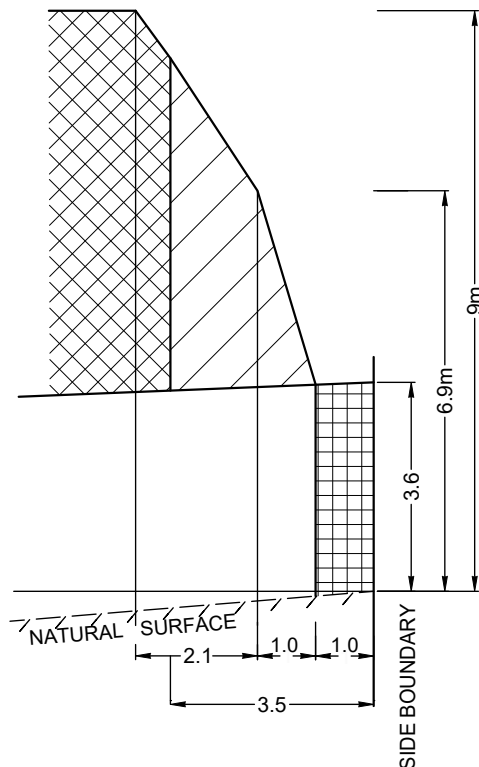
LEGEND CONTINUED

PROFILE DIAGRAM

A PROFILE

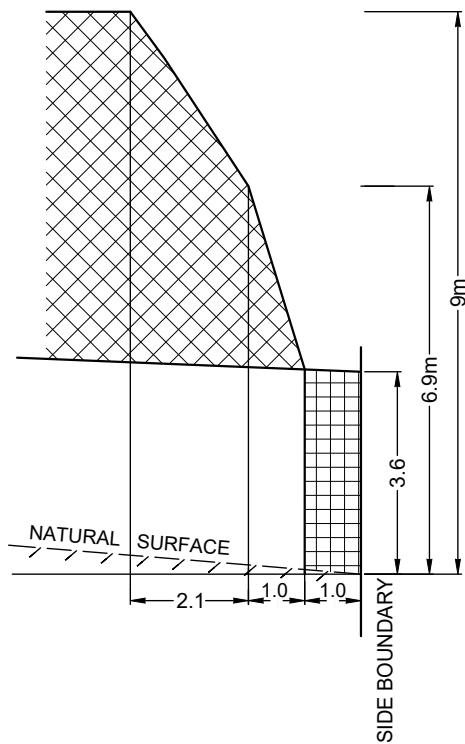


NATURAL SURFACE RISING FROM SIDE BOUNDARY

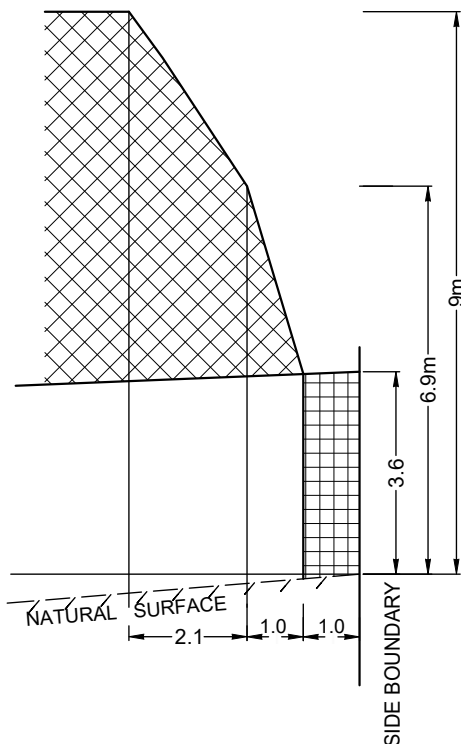


NATURAL SURFACE FALLING FROM SIDE BOUNDARY

B PROFILE



NATURAL SURFACE RISING FROM SIDE BOUNDARY



NATURAL SURFACE FALLING FROM SIDE BOUNDARY

BUILDING ENVELOPE PLAN



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WANDANA - STAGE 2B

DATE: 05/05/20 DRAWING: BE02BAG  
REFERENCE: AA0074 DRAWN BY: LS

Scale  
1:800  
0 8 16 24

VERSION 4  
SHEET 3 OF 3