

# CONTRACT OF SALE OF REAL ESTATE

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**Address: 23 AIR FORCE AVENUE, BRAYBROOK VIC 3019**

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

### NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

### 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** that is 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 an 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(s) of person(s) signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

### SIGNED BY THE VENDOR

..... on ...../..... /2020

Print name of person signing **Quynh Nhu Nguyen**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

#### Bells Real Estate Sunshine

14 Devonshire Road, Sunshine VIC 3020

Tel: 9300 9000

Fax:

Ref:

Email: sunshine@bellsrealestate.com.au

### VENDOR

#### Quynh Nhu Nguyen

of: 23 Air Force Avenue, Braybrook VIC 3019

### VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

#### GLEESON & CO LAWYERS

of 376 St Kilda Road, St Kilda VIC 3182

Tel: 03 9534 3002

Fax: 03 9534 7373

Ref: Dean Willoughby

Email: dean@gclawyers.com.au

### PURCHASER

of:

### PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Fax:

Ref:

Email:

### PROPERTY ADDRESS

The address of the property is

23 Air Force Avenue, Braybrook VIC 3019

### LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 10827 Folio 688	94	509874Y
Volume Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

(List or attach a Schedule)

Blinds, Curtains, Insect screens, Stove, Built-in wardrobes, Dishwasher, Light fittings, Clothes line, Fixed floor coverinigs, Range hood, Smoke/heat detector, Central heating

### PAYMENT

(General Condition 10)

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 is a sale of a 'farming business' or '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 on ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**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 the lease are:

**Refer attached copy Lease/Tenancy Agreement**

**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:

**LOAN**

(General Condition 14)

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

Lender:

Loan amount:     \$

Approval date:

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

# Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)

## Special condition 1 – Acceptance of title

General condition 12.4 is added:

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.

## Special condition 1B – Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special 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.
- 1B.3 This special 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 is 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.
- 1B.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.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition; despite
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.

- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 1C – Withholding - GST**

- 1C.1 Where the Property the subject of this Contract is, within the meaning of the GST Act a 'new residential premises' or 'potential residential land' the Vendor must give to the Purchaser a GST Withholding Notice (Sub-Clause 8 of this Special Condition) in accordance with section 14-255 of the *Taxation Administration Act 1953 (Cth)*.
- 1C.2 Where an amount is required to be paid to the Australian Taxation Office (ATO) in accordance with the GST Withholding Notice (Sub-Clause 8 of this Special Condition) the Purchaser is authorised to withhold from the Balance Purchase Price and remit to the ATO the amount as required in Sub-Clause 8(b) of this Special Condition in accordance with section 14-250 of the *Taxation Administration Act 1953 (Cth)*.
- 1C.3 Where the GST Withholding Notice (Sub-Clause 8 of this Special Condition) is not completed by the Vendor, the Purchaser is authorised to withhold from the Balance Purchase Price and remit to the ATO, in compliance with the GST Act, an amount calculated in accordance with section 14-250(6) of the *Taxation Administration Act 1953 (Cth)*.
- 1C.4 Where the Purchaser is required to make a payment in accordance with section 14-250 (*Taxation Administration Act 1953 (Cth)*) the Purchaser must lodge with the ATO the following forms:
  - (a) not less than 14 days prior to Settlement, a GST Property Settlement Withholding Notification; and
  - (b) at or before Settlement, a GST Property Settlement Date Confirmation.
- 1C.5 Prior to Settlement the Purchaser must provide to the Vendor a copy of:
  - (a) the response received from the ATO following lodgement of the GST Property Settlement Withholding Notification showing the lodgement and payment reference numbers; and
  - (b) the GST Property Settlement Date Confirmation form lodged with the ATO.
- 1C.6 The Property is: (*tick one of the following*)
  - Existing Residential Premises     New Residential Premises     Potential Residential Land
- 1C.7 (The Purchaser is to complete this Sub-Clause 7 where the purchase is of Potential Residential Land)

The Purchaser is registered for GST and acquiring the Property for a 'creditable purpose' (as defined in the GST Act):

  - Yes     No

*Note: where the answer is 'yes' and the acquisition is for Potential Residential Land Sub-Clause 8(b) is not required to be completed.*
- 1C.8 GST Withholding Notice (to be completed by Vendor – section 14-255 *Taxation Administration Act 1953 (Cth)*)
  - (a) The Purchaser **is not** required to make a payment to the ATO in compliance with section 14-250 of the *Taxation Administration Act 1953 (Cth)* in relation to the Property.
  - (b) Only complete the following details where payment is required:
    - i. Vendor's Name: ..... ABN: .....
    - ii. Payment amount: .....

- iii. When payable: ...../...../.....

*Note: Where no date is inserted payment will be on the Settlement Date.*

- iv. Where the Purchase Price is not expressed as an amount of money insert the GST inclusive market value of the Property: .....

## **Special Condition 2 – Electronic Conveyancing**

- 2.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 2 applies even if the box next to it is not checked. This special condition 8 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 lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. 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 of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 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 mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

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 Waiver of breach**

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

### **4 Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

### **5 Identity of the land**

An omission or mistake in the description, measurements of area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

### **6 Foreign purchaser**

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

### **7 Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**SIGNED** by )  
the guarantors in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

## 8 Late transfer

The late delivery on the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 21 and a late delivery fee of \$55.00 shall be payable to the Vendors representative at settlement.

## 9 Nomination

If the named purchaser chooses to nominate a substitute or additional purchaser the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The named purchaser shall have the substitute purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (b) If the nominated purchaser or one or more of them is an incorporated body then the named purchaser shall deliver a personal guarantee to the vendor's representative signed by all the directors of the said incorporated body.
- (c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the purchaser's nomination as the vendor's conveyancer will be required to reprepare documents, check the validity of the nomination, update their system records (among other tasks). The purchaser therefore agrees to reimburse the Vendor \$110.00 for costs incurred by their conveyancer in relation to the nomination at settlement.

## 10 Building and goods

- 10.1 The purchaser acknowledges and declares that s/he has purchased the property as a result of his/her own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor of his consultants or any agents or servants notwithstanding anything to the herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said building or structures.
- 10.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with anyone or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claims any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.
- 10.3 The purchaser acknowledges that s/he has inspected the chattels, fittings and appliances forming part of this contract and that s/he is aware of their condition and any deficiencies and shall not claim any compensation for the same.

## 11 Time for settlement

If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 4:00 pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the stated date



shall be in default.

The purchaser shall pay to the vendors representative the sum of \$165.00 for each change to the settlement date (or other change to the contract or settlement document) made with the vendor's consent, at the purchaser's request. The sum will be paid at settlement.

**12 Property certificates**

The purchaser must provide the vendors conveyancer with a statement of adjustments, along with copies of all property certificates relating to outgoings, three clear business days before settlement. If the purchaser does not comply with this condition s/he will be in default.

**13 Acceptance of title**

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of an objection to title.

**14 Whole agreement**

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### 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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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 a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. 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**.
- 2.6. 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. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. 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.

## 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 10.00 a.m. and 4.00 p.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) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** 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.

12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

## 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 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 a going concern and the supply 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) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 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 authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the 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 a 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.



# 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>	23 AIR FORCE AVENUE, BRAYBROOK VIC 3019
-------------	---

Vendor's name	Quynh Nhu Nguyen	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

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

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:  
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:  
NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

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# 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.

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

VOLUME 10827 FOLIO 688

Security no : 124083907861G  
Produced 23/06/2020 04:56 PM

**LAND DESCRIPTION**

Lot 94 on Plan of Subdivision 509874Y.  
PARENT TITLE Volume 10797 Folio 294  
Created by instrument PS509874Y Stage 2 13/09/2004

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
QUYNH NHU NGUYEN of 23 AIR FORCE AVENUE BRAYBROOK VIC 3019  
AH570816K 21/10/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AH570817H 21/10/2010  
MEMBERS EQUITY BANK PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC035928D 01/05/2003

AGREEMENT Section 173 Planning and Environment Act 1987  
AC036074E 01/05/2003

AGREEMENT Section 173 Planning and Environment Act 1987  
AC038630P 02/05/2003

AGREEMENT Section 173 Planning and Environment Act 1987  
AC602079P 14/01/2004

**DIAGRAM LOCATION**

SEE PS509874Y FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 23 AIR FORCE AVENUE BRAYBROOK VIC 3019

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS509874Y</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>25/06/2020 13:30</b>

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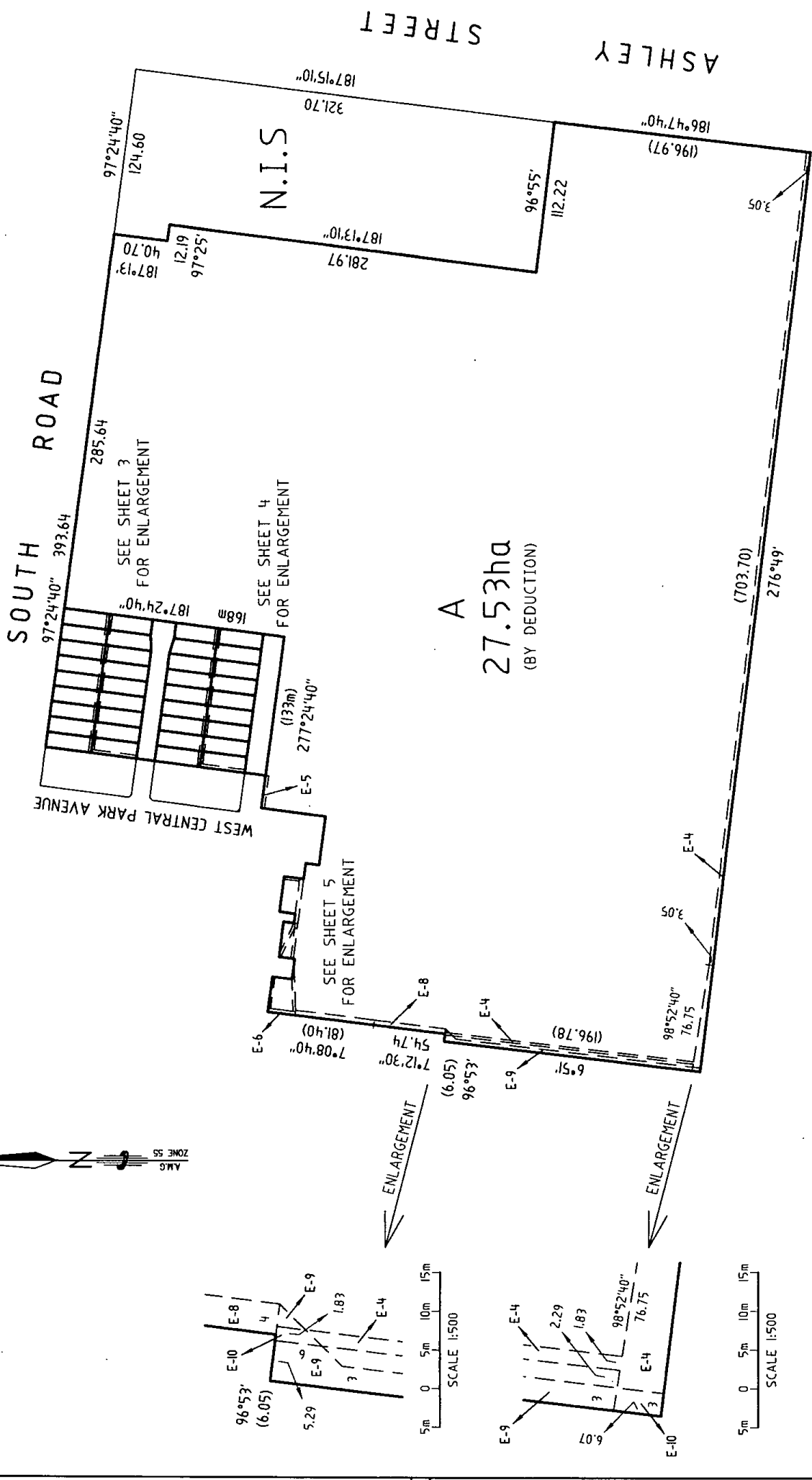
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**PLAN OF SUBDIVISION**

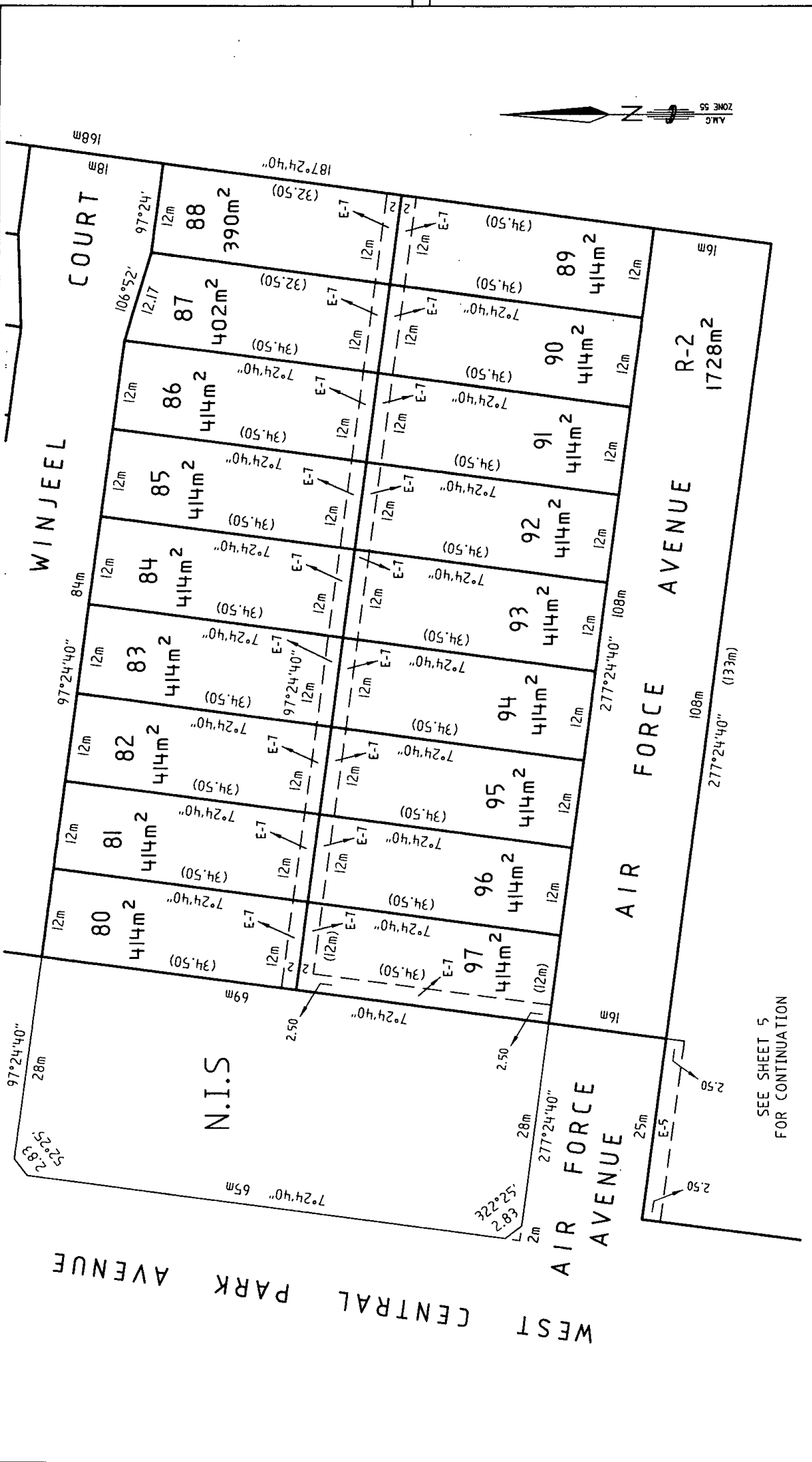
STAGE No. **PS 509874 Y**  
 PLAN NUMBER



<b>MADIGAN</b> 98 MORANG ROAD HAYTHORN VIC PH 9818 9509 FAX 9818 2322 EMAIL SURVEYING@madigan.com.au	SCALE 30 0 30 60 90 120 150 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:3000	SHEET SIZE A3	LICENSED SURVEYOR NAME TIMOTHY J. BAIRD	DATE 16-08-04	SHEET 2 OF 5 SHEETS
		REF 2843-33	SIGNATURE VERSION CO-1	DATE / /	COUNCIL DELEGATE SIGNATURE	



PLAN OF SUBDIVISION  
 STAGE No. PS 509874 Y  
 PLAN NUMBER



<p><b>MADIGAN SURVEYING</b>                  96 MORANG ROAD                  HAWTHORN 3122                  PH. 9819 9599                  FAX 9818 2322                  EMAIL SURVEYING@madigan.com.au</p>	ORIGINAL SCALE 1:500 SHEET SIZE A3	LICENSED SURVEYOR NAME TIMOTHY J. BAIRD SIGNATURE REF 2843-33	SHEET 4 OF 5 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
	SCALE 5 0 5 10 15 20 25 LENGTHS ARE IN METRES	VERSION CO-1 DATE 16-08-04	









# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
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Document Assembled	<b>25/06/2020 13:29</b>

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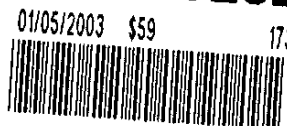
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Form 13

AC035928D



Section 181

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:PJD:LGC:903980 **Customer Code:** 1167E

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

Land: Volume 10284 Folio 793

Authority: Maribyrnong City Council of Cnr. Hyde and Napier Streets, Footscray

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: *David Walmsley*

Name of officer: *DAVID WALMSLEY*

Office held: *MANAGER URBAN PLANNING*

Date: *23 APRIL 2003*

[903980/PJD/M0067789:1]



DAC035928D-1-1

*12/5/03*





# Maddocks

Date 29 / 4 / 2003

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

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

Subject Land: Central West Business Park, South Road, Braybrook

Drainage Agreement

Maribyrnong City Council  
and

Central West Business Park Pty Ltd  
ACN 007 152 598



DAC035928D-2-9

**AC035928D**

01/05/2003 \$59 173



Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

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DAC035928D-3-7

**AC035928D**

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

DATE / /2003

**BETWEEN**



DAC035928D-4-5

**MARIBYRNONG CITY COUNCIL**  
of Cnr Hyde and Napier Streets, Footscray

(Council)

**AND**

**CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598**  
of Building 1, 9 Ashley Street, West Footscray

(Owner)

**RECITALS**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 16 August 2002 Council issued Planning Permit No. TP02/0035 (**Planning Permit**) allowing the Subject Land to be subdivided into sixty (60) lots in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 40 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X518350X in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land and the Neighbouring Land.

**THE PARTIES AGREE**

**1. DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

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

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**AC035928D**



**Existing Drain** means the outfall drain which exists at the date of this Agreement in the location shown on the plan attached and marked "B".

**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.

**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 it and includes a Mortgagee-in-possession.

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

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

**Retarding Basin Area** means that part of the Subject Land which is shown as 'Retarding Basin Area' on the plan attached and marked "C".

**Subject Land** means the land situated at Central West Business Park, South Road, Braybrook, being the land referred to in Certificate of Title Volume 10284 Folio 793 and any reference to the Neighbouring Land in this Agreement includes any lot created by the subdivision of the Neighbouring 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 a party consists of more than one person 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 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. SPECIFIC OBLIGATIONS OF THE OWNER**

- 3.1 The Owner agrees that, prior to the issue of a Statement of Compliance for the subdivision of any stage of the Subject Land into no more than ninety-six residential-sized lots, the Owner must demonstrate to Council that the location, capacity and condition of the Existing Drain are satisfactory for the purposes of the lots to be created, to the satisfaction of Council.
- 3.2 The Owner agrees that, prior to the issue of a Statement of Compliance for the subdivision of any stage of the Subject Land which would allow the creation of any more than ninety-six residential-sized lots in the whole of the Subject Land, the Owner must replace the Existing Drain with a new outfall drain, in an appropriate location, which will serve that stage of the subdivision of the Subject Land for which a Statement of Compliance is sought, to the satisfaction of Council.
- 3.3 When the Owner replaces the Existing Drain as required by clause 3.2 of this Agreement, the Owner agrees that the Owner must also remove and reinstate the Existing Drain and any temporary assets constructed or other action in relation to the Existing Drain and proposed new drain, to the satisfaction of Council.
- 3.4 Until such time as the Owner has complied with its obligations under clauses 3.2 and 3.3 of this Agreement to the satisfaction of Council, and no more than three months after the date of this Agreement, the Owner must ensure that the Retarding Basin Area is constructed as a retarding basin to the satisfaction of Council, and is not used or developed for any other purpose, other than as a retarding basin and as passive public open space.
- 3.5 Until such time as the Owner has complied with its obligations under clauses 3.2 and 3.3 of this Agreement the Owner will not restrict access by Council and any relevant water authority to the Retarding Basin Area, and the Owner will follow any reasonable directive from Council in relation to the use of the Retarding Basin Area as a retarding basin.
- 3.6 Until such time as the Owner has complied with clauses 3.2 and 3.3 of this Agreement, the Owner must ensure that the Retarding Basin Area is fenced in such a manner that ensures its on-going integrity as a retarding basin, in accordance with a fencing proposal which must be submitted to and approved by Council. This fencing shall include bollards at each point that the Retarding Basin Area abuts or adjoins a road, so as to permit pedestrian access but to prevent vehicular access to the Retarding Basin Area, except for a single location where a lockable removable bollard can permit vehicular access.
- 3.7 The Owner must maintain the Retarding Basin Area in a state which is to the reasonable satisfaction of Council. If the state of the site is considered unsatisfactory the Council, after advising the Owner of the action required and giving a reasonable opportunity to resolve the problem, may enter the Retarding Basin Area and carry out cleansing or maintenance work as considered necessary, and the Owner will be liable for the reasonable costs of Council for conducting such cleansing or maintenance work in this event.
- 3.8 The Owner agrees that, prior to the issue of a Statement of Compliance for the subdivision of any stage of the Subject Land which would allow the creation of any more than sixty ninety-six residential-sized lots in the whole of the Subject Land, the Owner must construct an open drain in the location shown as 'New Outfall Drain' on the plan attached to this Agreement and marked "D".

**AC035928D**

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3.9 The Owner may, with the agreement of Council, Vic Track and Melbourne Water, agree to replace the retarding basin and associated infrastructure with alternate infrastructure that conveys overland flows past downstream property that may be adversely affected to land owned by Vic Track.

**4. FURTHER OBLIGATIONS OF THE OWNER**

---

**4.1 Notice and Registration**

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

**4.2 Further actions**

The Owner further covenants and agrees that:



4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register 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 signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**4.3 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 preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**5. 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.

**6. OWNER'S WARRANTIES**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

---

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

**AC035928D**

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- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

---

**8.1 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:

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

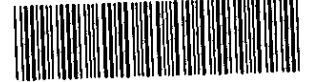
**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**AC035928D**

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**8.3 No Waiver**

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

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.



**9. COMMENCEMENT OF AGREEMENT**

---

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

**10. ENDING OF AGREEMENT**

---

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.



DAC035928D-9-6

**AC035928D**

01/05/2003 \$59 173

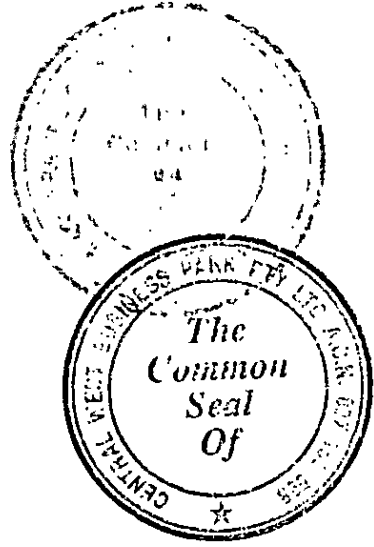




**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the City of Maribyrnong was hereunto affixed in the presence of Bryan Stone, Acting General Manager, Corporate Services, Council Delegate:

*[Handwritten signature]*  
.....



THE COMMON SEAL of CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598 was affixed in the presence of the authorised person:

*[Handwritten signature]*  
.....

Sole Director and Sole Company Secretary

DARIO GIANNABELLI

Full name

6 HUNTINGFIELD RD. TOORAK

Usual address

**Mortgagee's Consent**

Suncorp-Metway Limited as Mortgagee of registered mortgage No. X518350X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Signed by Graeme George Ferguson  
Who certifies that he is a Level I and II Attorney pursuant  
to a power of Attorney dated 15th day of November  
1991 a Certified copy of which is lodged in the Permanent  
Order Book No. 277 at Page 4 in the presence of:

) SUNCORP-METWAY Ltd.  
) A.C.N. 010 831 722  
) by its duly constituted  
) Attorney  
)

*[Handwritten signature]*  
.....

*[Handwritten signature]*  
.....

**AC035928D**

01/05/2003 \$59 173



"A"

# CITY OF MARIBYRNONG

**PLANNING**

**PERMIT**

**Application No.** TP02/0035 Page 1 of 11

**Planning Scheme:** Maribyrnong Planning Scheme

**Responsible Authority:** CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook  
Certificate of Title Vol. 10284 Fol 796 2

**THE PERMIT ALLOWS:**

Residential Subdivision of 60 allotments.



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

1. Before the plan of subdivision can be certified amended plans (four copies) 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 generally in accordance with the plans submitted with the application but modified to show:
  - a) The width of place C must be 14m except for the fronts of lots 20 and 23 where the width shall be 18m and the fronts of lots 19 and 2 4 where the width will be tapered between 14m and 18m.
  - b) The width of lane E shall be 14m
  - c) Corner splays shall be provided to Councils requirements including on lot 55.
  - d) Building envelopes to accord with condition 17.
  - e) Lot frontage widths to the satisfaction of the Responsible Authority.
  - f) Open space in accordance with Condition No. 15 and 16
  
2. A computed plan of subdivision must be submitted for endorsement by the Responsible Authority prior to certification approval.  
Such endorsed plan will form part of this permit.
  
3. The subdivision as shown on the endorsed plan must not be altered or modified without the prior written consent of the Responsible Authority.

**AC035928D**



Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

**STATUTORY PLANNING OFFICER**

# CITY OF MARIBYRNONG



Application No. TP02/0035 Page 2 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

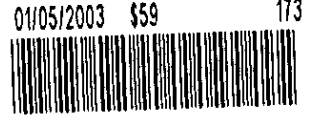
## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC035928D



### CONDITIONS CONTINUED:

4. Road works and drainage must be provided in accordance with engineering plans and specifications approved by the Maribyrnong City Council under Part 3 of the Subdivision Act 1988. Such plans and specifications must be in accordance with the provisions of Rescode ( Clause 56 of the Maribyrnong Planning Scheme) and the Principles for the Planning of New Residential Development, August 1998 to the satisfaction of the Responsible Authority and must include:

- Asphalt surfaced pavements and barrier edge kerb and channel, and 1.5 metre wide footpaths on each side of the street and court bowl.
- The colour of the concrete barrier edge kerb and channel, and footpaths.
- Underground drains to be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage within lands or road reserves.
- Any possible relocation of electricity poles and services adjoining the site.
- Design details of the intersection and treatment between South Road and the site entrance street, including any works in the South Road Service Road.
- Street lighting and locations.
- Footpath details
- Vehicle crossings connecting between each lot and an adjoining road carriageway.
- Traffic management devices where appropriate.
- Line marking and street traffic signs.
- Location of Street trees.
- Reinstatement of the footpath and reserve in South Road adjoining the site.

The above works shown on the approved plan must be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988.

5. A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition, existing trees to be retained and an arborist report detailing the condition of the trees.

The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.

Date Issued 16/8/2020  
Planning and Environment Regulations 1988 Form 4 4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC035928D-13-4

Application No. TP02/0035 Page 3 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC035928D

01/05/2003 \$59 173



### CONDITIONS CONTINUED:

Landscape works and Street tree planting as shown on the endorsed plan must be completed to the satisfaction of the Responsible Authority, prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works thereafter must be maintained for a period of 12 months to the satisfaction of the Responsible Authority.

- 6. Prior to the commencement of any works, use and development and certification/issue of a statement of compliance under the Subdivision Act 1988 for the residential use hereby permitted, for the land either:
  - a) A certificate of environmental audit must be issued for the land in accordance with Part 1XD of the Environment Protection Act 1970, or
  - b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part 1XD of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

A copy (3 copies) of the certificate of environmental audit and or statement, complete audit report and audit area plan must be submitted to the Responsible Authority.

- 7. The use and development (subdivision), buildings and works allowed by this permit must strictly comply with the directions and conditions of the Environment Protection Act 1970 Part 1XD certificate or statement of environmental audit issued for the land.
- 8. An additional Section 173 Agreement under the Planning and Environment Act 1987 may need to be entered into with the Responsible Authority depending on the conditions of the Statement of Environmental Audit. Any amendments must be approved by the Responsible Authority prior to the commencement of any works, use and development and may require further environmental assessment of the land.
- 9. Prior to the issue of a statement of compliance under the Subdivision Act 1988 a letter must be submitted to Council prepared by an Environmental Auditor appointed by the Environment Protection Authority under the Environment Protection Act 1970 to verify that the conditions of the statement of environmental audit issued for the land have been satisfied.
- 10. Any handling and disposal of site soil must be in accordance with the requirements of the Environment Protection Authority and the Environment Protection Act 1970.
- 11. An acoustic engineer accredited by the Association of Australian Acoustical Consultants must assess the impact of noise on the site and surrounds at all hours and recommend specifications to the design of dwellings and the nature and location of sound barriers. A copy of the report must be provided to the Responsible Authority.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 4 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC035928D



### CONDITIONS CONTINUED:

- 12. The use and development, buildings and works allowed by this permit must strictly comply with the recommendations by the Acoustic Engineer. Any amendments must be approved by the Responsible Authority prior to the commencement of works, use and development.
- 13. The surface of each reserve and nature strip must be self draining, free of surface rock, stabilised with uniform grass cover, developed as shown on the landscape plan and brought to a condition to enable maintenance of conventional mowing equipment.
- 14. A flood management plan which is to clearly indicate the situation in relation to the 1 in 100 year flood must be submitted to the Responsible Authority. The information to be included on the plan must include the direction of fall of the kerbs for all streets and an estimation of flows for all streets where there is a reasonable expectation of problems and all points where the flow leaves the site. (Particularly overland storm water flow relief points)

The flood management plan must also investigate any impact and have regard to the drainage flows from all adjoining land to the subject site.

The drainage system must ensure that the future built environment downstream is not inundated by major drainage flows or floodwaters.

- 15. Prior to the certification of the plan of subdivision, an open space concept plan must be prepared for the land to the satisfaction of the Responsible Authority. The plan must show the staging of the open space, function, integration and connections, planting theme.

- 16. The owner must pursuant to Section 18 of the Subdivision Act provide Public Open Space as follows:

(i) set aside on the Plan, for Public Open Space in a location satisfactory to the Council 5 percent of all the land in the Subdivision intended to be used for residential purposes.

OR

(ii) pay or agree to pay to the Council 5 percent of the site value of all of the land in the Subdivision intended to be used for residential purposes.

OR

(iii) A combination of (i) and (ii)



The land is to be valued on a day not more than 12 months before the date for payment of the public open space contribution.

Date Issued 16/8/2020  
Planning and Environment Regulations 1986 Form 4 4

Signature for the Responsible Authority

  
STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 5 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook



### CONDITIONS CONTINUED:

- 17. Before the plan of subdivision can be certified the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. (Note a dealing number must be issued prior to certification as a result of the registration of the Agreement at the Land Titles Office.)

The matters covered by the agreement must include:

- Only one dwelling (together with outbuildings normal to a dwelling) per lot except for any lots designated for dual occupancy (subject to a planning permit) on the endorsed plan, to be registered on the title of each lot created from the subdivision of the land.
- Urban Design Guidelines and Building Envelopes to be prepared to the satisfaction of the Responsible Authority and to be registered on the title of each lot created from the subdivision of the land.
- The Urban Design guidelines to be prepared for the subdivision must address the following matters;
  - Building form/mass
  - Building materials
  - Roof type/form
  - Fencing
  - Frontage treatment .
  - Setbacks
  - Service fixtures
  - Exterior colours
  - Driveways
  - Garage/carport (envelopes) setback min 5.5metres and not forward of the dwelling.
  - Outbuildings
  - Protection of existing trees
  - Landscaping & maintenance
  - Energy efficiency & solar access principles
  - Sustainability principles
  - The dwelling must satisfy either the specified thermal insulation criteria or house energy rating under the Building Code of Australia.
  - Locating and encouraging the use of water tanks for garden watering.
  - Acoustic measures for dwellings in accordance with the recommendation of an acoustic report.
- A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition existing trees to be retained and an arborist report detailing the condition of the trees.

### AC035928D

01/05/2003 \$59 173



# CITY OF MARIBYRNONG



Application No. TP02/0035 Page 6 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**AC035928D**

01/05/2003 \$59 173



**CONDITIONS CONTINUED:**

- The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.
- Landscape works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works must thereafter be maintained for a period of 12 months to the satisfaction of the Responsible Authority.
- Drainage works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the drainage works plus 10%.
- Any removal or pruning of the existing mature trees on the site must be with the written consent of the Responsible Authority.
- A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.
- The owner must pay the costs incurred by the Responsible Authority in respect of the preparation and registration of the agreement.

18. No polluted and or sediment laden run-off is to be discharged directly or in directly into drains or watercourses.

Condition 19 is a requirement of Melbourne Water.

19.

- a) Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- b) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- c) Prior to the certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 7 of 11  
 Planning Scheme: Maribyrnong Planning Scheme  
 Responsible Authority: CITY OF MARIBYRNONG

## PLANNING

## PERMIT

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC035928D



### CONDITIONS CONTINUED:

#### Conditions 20-22 are a requirement of Telstra.

- 20. Prior to a Statement of compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunication Services to each lot created in the subdivision.
- 21. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- 22. The plan submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

#### Conditions 23 & 24 are a requirement of TXU (Gas).

- 23. Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- 24. The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

#### Condition 25 is a requirement of AGL Electricity.



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

#### Conditions 26 - 28 are a requirement of City West Water

- 26. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.
- 27. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
- 28. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2002  
 Planning and Environment Regulations 1988 Form 4.4

Signature for the  
 Responsible Authority

STATUTORY PLANNING OFFICER



# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 8 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

# AC035928D

### ADDRESS OF THE LAND:

01/05/2003 \$59 173

Central West Business Park, South Road, Braybrook



DAC035928D-18-2

### CONDITIONS CONTINUED:

- 29. Any clearing or construction activity associated with development on the land, should be carried out in accordance with "Construction Techniques for Sediment Pollution Control" EPA publication No. 275.
- 30. Electricity supply is to be via underground reticulation and is to be negotiated with the Relevant Power supply Authority.
- 31. No lot created in the subdivision may be below the flood level as determined by the Responsible Authority.
- 32. Street lighting, street furniture and street name plates must be provided to a standard acceptable to the Maribyrnong City Council and at no cost to Council.
- 33. Fire hydrants must be provided, and located to the satisfaction of the Metropolitan Fire and Emergency services Board and the Maribyrnong City Council.
- 34. The owner must be responsible to meet the costs of all alterations to and reinstatement of, the Maribyrnong City Council and any other Public Authority assets deemed necessary and required by such Authorities for the development. The owner must be responsible to obtain the prior specific written approval of the Maribyrnong City Council or other relevant Authority for such alterations and reinstatement's and must comply with conditions required by the said Authority in relation to the execution of such works.
- 35. Prior to the submission of plans for certification, a written request must be made to Council for approval of the proposed street names. The request must be accompanied by a plan of the subdivision nominating the proposed street names and any relevant information about the selection of the names.

The placement and disposal of all rock and earth surplus fill arising from subdivision construction works within or adjacent to the subject land must be to the satisfaction of the Responsible Authority

- 36. The holder of this permit must ensure that wherever approved engineering construction plans for road works and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings, the existence of such filling must be made clear and known to any prospective purchaser of the relevant lot, also that the information contained in the approved engineering construction plans for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.
- 37. The land shown on the subdivision plan for the purpose of any reserve must be transferred to the Maribyrnong City Council upon registration of the appropriate Plan of Subdivision by the Land Titles Office.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4 4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC035928D-19-6

**Application No.** TP02/0035 Page 9 of 11

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

# AC035928D

01/05/2003 \$59 173



### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

### CONDITIONS CONTINUED:

38. All proposed infrastructure construction plans & works are to be designed and constructed to the Responsible Authority's standards, specifications, policies, requirements, etc, including but not limited to Hyder Consulting / City of Maribyrnong Drainage Design Guide 2000, MCC Road & Drainage Design Guidelines. Council may require supporting information to be submitted to satisfy design proposals.
39. Temporary infrastructure along with any associated easements as considered necessary by Council shall be provided to address the issues created by the staging of the subdivision.
40. An outfall drain designed and constructed to Council's satisfaction and connected to another drain satisfactory to Council shall be provided to drain this subdivision. The outfall drain shall be within an easement acceptable to Council. Alternately Council will consider the acceptance of existing drainage infrastructure for outfall drainage subject to the applicant proving the adequacy of the existing drain for the purpose, providing an easement satisfactory to Council over the existing drain and the applicant entering into a section 173 agreement agreeing to:
  - Replace the existing drain with a new drain within the road reservation of subsequent stages when these proceed.
  - Remove and reinstate the existing drain and any temporary assets constructed or other action as agreed by Council.
41. Any cut, fill or structure must not adversely affect the natural storm water runoff from and to adjoining properties.
42. Any work within the road reservation must be carried out to standards set by Vicroads & Council's Infrastructure Planning & Construction Branch or other standards agreed by them.
43. Stormwater run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset.
44. The whole site including the subject & surrounding land(s) must be drained to the satisfaction of Council's Infrastructure Planning & Construction branch including the possible installation of onsite stormwater detention infrastructure, gross pollutant trap(s), etc.
45. Any underground stormwater drainage connection to the pipe / creek / river, downstream of the property, must be to the satisfaction and approval of the Melbourne Water Authority.
46. The Developer must provide for the entire frontage to South Road at their own expense, civil infrastructure works & construction plans to Council's Assets & Open Space branch satisfaction.

Date Issued 16/6/2002  
 Planning and Environment Regulations 1988 Form 4.4

Signature for the  
 Responsible Authority

  
 STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC035928D-20-1

**Application No.** TP02/0035 Page 10 of 11

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

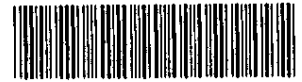
**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC035928D

01/05/2003 \$59 173



### CONDITIONS CONTINUED:

- 47. The civil infrastructure works to include but not limited to, the construction of footpaths, naturestrips, driveways, kerb & channel, laybacks, sealed parking bays, road pavement, wearing course, fully constructed sealed service road, etc, all to the satisfaction of Council's Assets & Open Space branch.
- 48. All existing service Authorities & Council's infrastructure, including poles, pits, pipes, etc located external to and directly abutting the subject land including services in the neighbouring vicinity and effected by the Developer's proposed works, must be adjusted, reconstructed, modified, relocated, etc to the satisfaction of Council's Infrastructure Planning & Construction branch & the relevant Service Authorities and entirely at the Developer's expense.
- 49. All existing redundant vehicle access laybacks & or driveway crossings, external to, and directly abutting the subject land must be removed and reinstated to the satisfaction of Council's Infrastructure Planning & Construction branch and all at the Developer's expense.
- 50. The Developer must pay for all costs associated with signage necessitated by Developer's proposed works, all to the satisfaction of Vicroads & Council's Infrastructure Planning & Construction branch.
- 51. A road opening permit from Council is required for any work(s) and road openings within the road reserve, including the naturestrip.
- 52. A construction zone permit will be required from Council to allow parking of construction vehicles for longer than the permitted times.
- 53. Before the developer transfers the POS Reserve to Council, the Developer is to pay for the construction of the fence abutting all allotments. Council is to be liability free in regard to the construction of the fence.
- 54. The owner shall be responsible for the loss of value of or damage to Council's assets as a result of the development. Reinstatement or modification of the asset to Council's satisfaction will be required or compensation to the value of Council's loss paid by the Developer.
- 55. The developer shall be required to provide treatments at the ends of non-continuous roads (as a result of staging the subdivision) as required by Council including providing additional land to enable this to occur.
- 56. The developer shall be required to provide as constructed plans to Council at the conclusion of the project in both digital and hard copy formats along with other statistical information.
- 57. The developer shall be required to pay design approval and supervision fees for the proposed works plus any fees relevant to approval of existing infrastructure.
- 58. Council's approval is required for all services proposed to be installed within and for the subdivision and checking and supervision fees may be payable for some components.

Date Issued 16/8/2017  
Planning and Environment Regulations 1986 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 11 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook



**CONDITIONS CONTINUED:**

- 59. The disused Creal Ave access should be deleted to Council's satisfaction.
- 60. Public lighting shall be provided to Council's satisfaction.
- 61. Any fencing along the common boundary between a lot and a reserve or walkway as shown on the subdivision plan must be designed to the satisfaction of the Responsible Authority and erected prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988 and at no cost to the Maribyrnong City Council.
- 62. Nothing in the permit hereby issued shall be construed to allow the removal of, damage to or pruning of any street tree without the further written consent of the Responsible Authority.
- 63. A written request to Council's Assets and Open Space Branch must be made if removal of a street tree is required. A fee for removal and compensation, based on the value of the tree, will be required to be paid to Council.
- 64. Suitable screening to prevent the emission of dust from the construction area to adjoining properties and roadways must be implemented to the satisfaction of the Responsible Authority.
- 65. The land owner and all its successors in title or transferees must, upon release for private sale of each of the lots, created by the subdivision, include in the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962 annexed to the contract of sale for the sale of land, a copy of the Design Guidelines, Building envelope plan and certificate or statement of environmental audit for the land.
- 66. This permit will expire if:
  - The subdivision is not certified within two years from the date of this permit.
  - The subdivision is not completed within five years of the date of certification of the initial Plan of Subdivision.
  - The Responsible Authority may extend the periods referred to if a request is made in writing before, or within three months of the relevant expiry date.

**Notes:**

A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.

Any handling, storage and disposal of site soil must be in accordance with the requirements of Environment Protection Authority disposal of soil guidelines, the Environment Protection Authority and the Environment Protection Act 1970.

Melbourne Water notes: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Minh Ha on telephone 9235 2237, quoting Melbourne Water's reference 82442.

**Applicant:**

DDG Developments Pty Ltd  
C/- Tract Consultants Pty Ltd  
195 Lennox Street  
Richmond 3021



Signature for the Responsible Authority

Date Issued 16/07/2008

STATUTORY PLANNING OFFICER

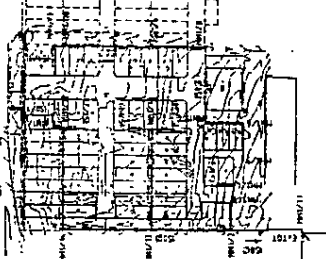
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DAC035928D-22-9

SEWER NOTES:

GENERAL

- All existing and new sewers shall be constructed in accordance with the Australian Standard AS/NZS 1546.
- All sewer lines shall be constructed in accordance with the relevant NESA 100 Series, including the 100 Series sewer specifications, Specifications and Standard Drawings.
- Sewer lines shall be constructed in accordance with the relevant NESA 100 Series, including the 100 Series sewer specifications, Specifications and Standard Drawings.
- It is the responsibility of the contractor to ensure that the construction is carried out in accordance with the relevant NESA 100 Series, including the 100 Series sewer specifications, Specifications and Standard Drawings.
- Completion of this site shall be indicated by agreement with the relevant NESA 100 Series, including the 100 Series sewer specifications, Specifications and Standard Drawings.
- All works shall be carried out in accordance with the relevant NESA 100 Series, including the 100 Series sewer specifications, Specifications and Standard Drawings.
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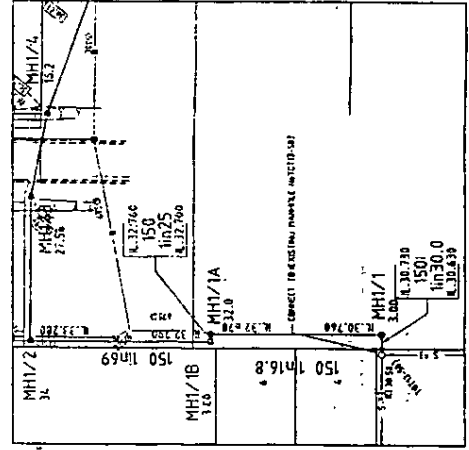
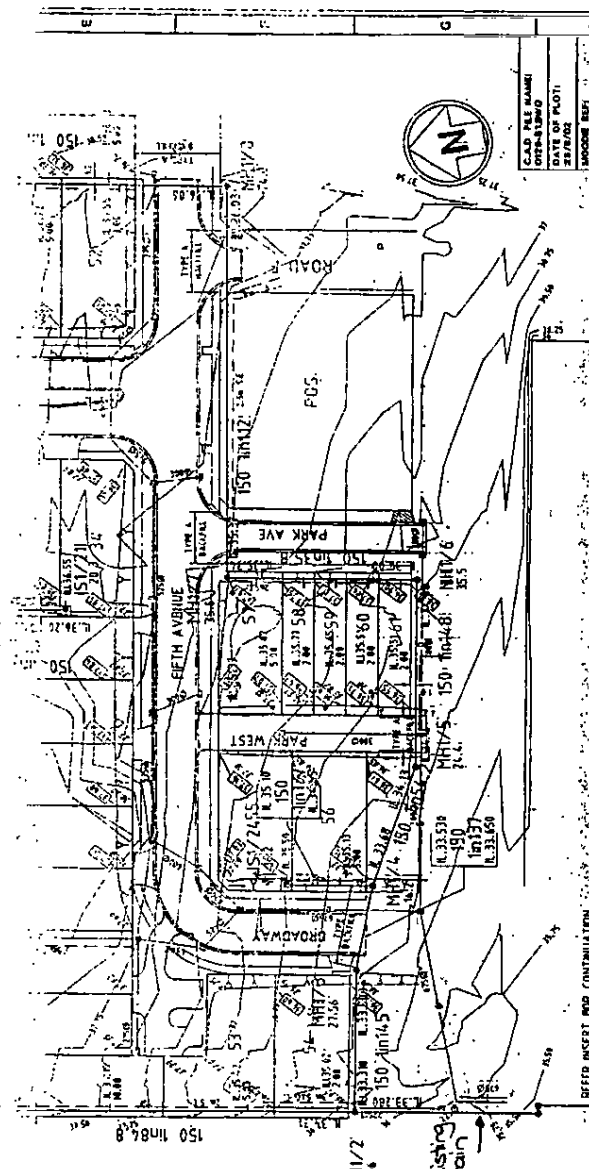
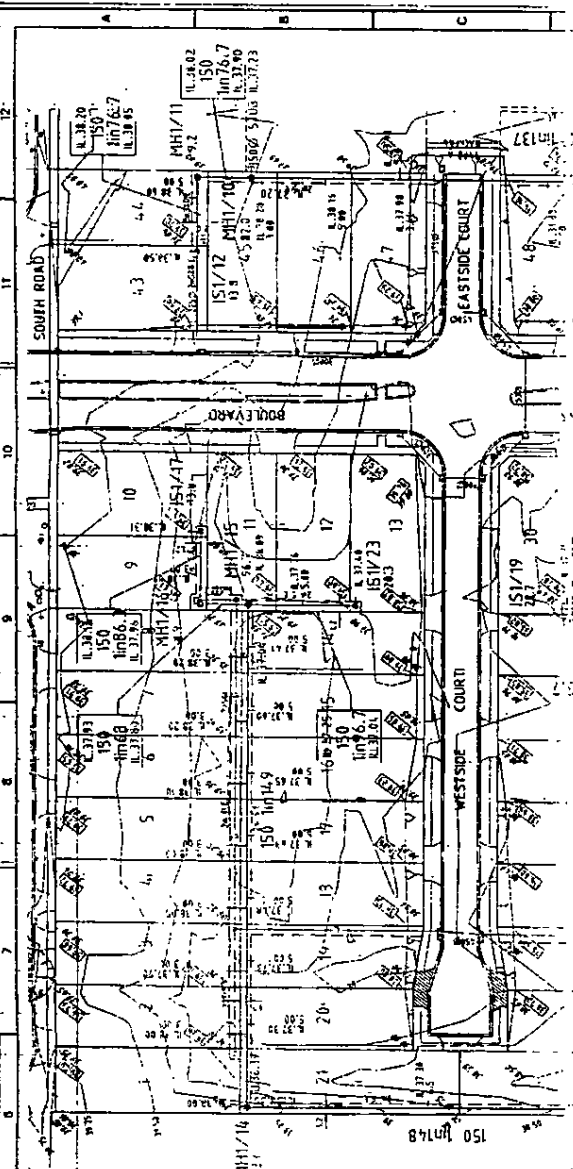
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PELLEUR CONSULTING



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12	REVISED			

City West Water Limited  
 ODC DEVELOPMENTS PTY LTD  
 WEST CENTRAL PARK ESTATE - STAGE

Moddie & Associates  
 120 Collins Street, Melbourne, VIC 3000  
 Tel: (03) 9412 7222, Fax: (03) 9412 7222

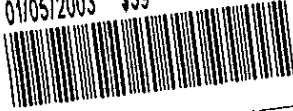
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AC035928D

01/05/2003 \$59

173



PLAN OF SUBDIVISION

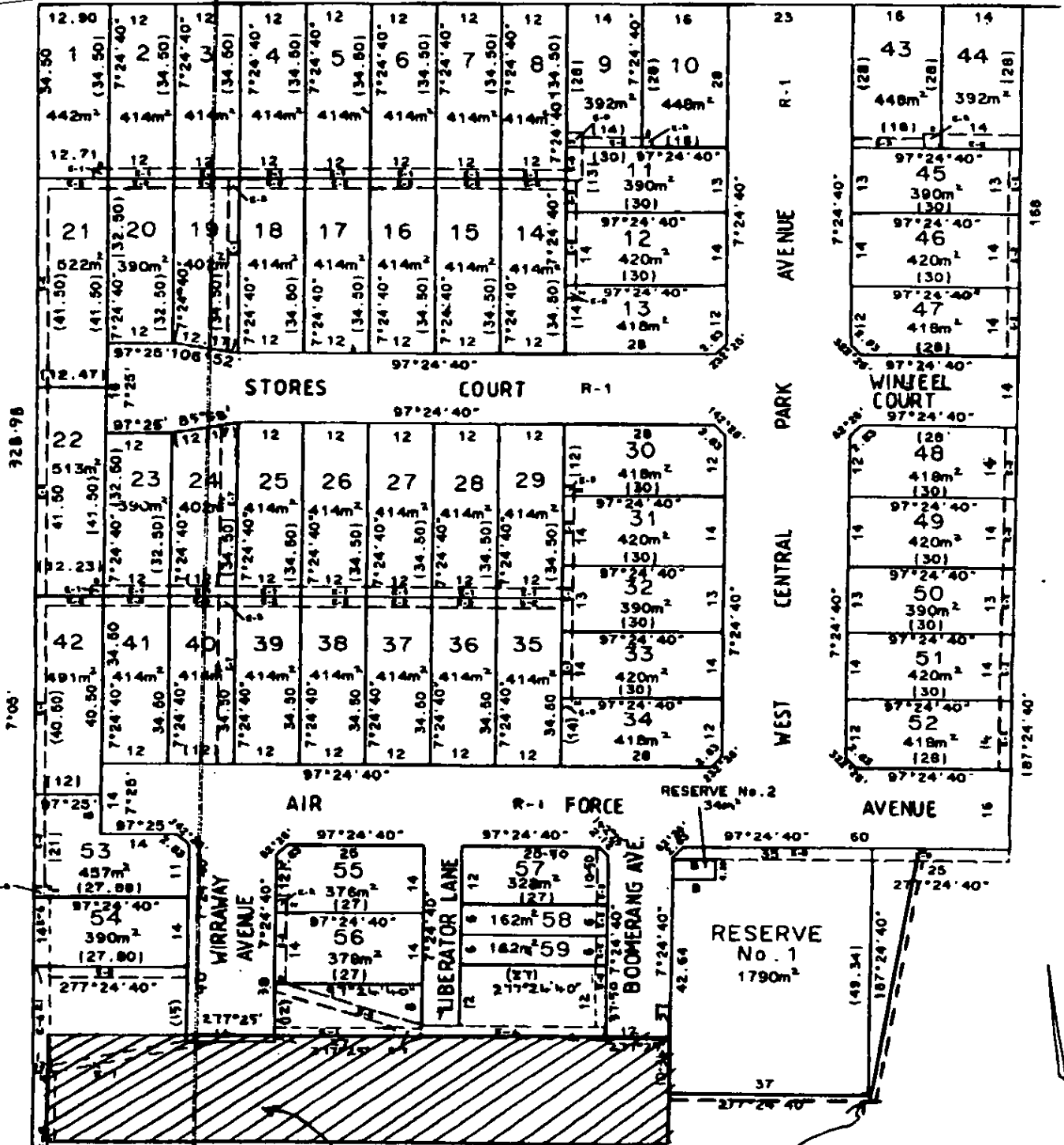
STAGE No.

PLAN NUMBER

PS 511825 A

SOUTH ROAD

573.1



RETARDING BASIN AREA  
120m x 24m

TEMPORARY OPEN  
EARTH DRAIN  
"B"

MJW SURVEYS PTY. LTD.  
17 SECOND ST.  
BLACK ROCK 3193  
9589 2288



DAC035928D-23-2

0 16 32  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
1:800 SIZE  
A3

LICENSED SURVEYOR (PRINT) MALCOLM J. WILTSHIRE

SIGNATURE DATE / /

REF 1782

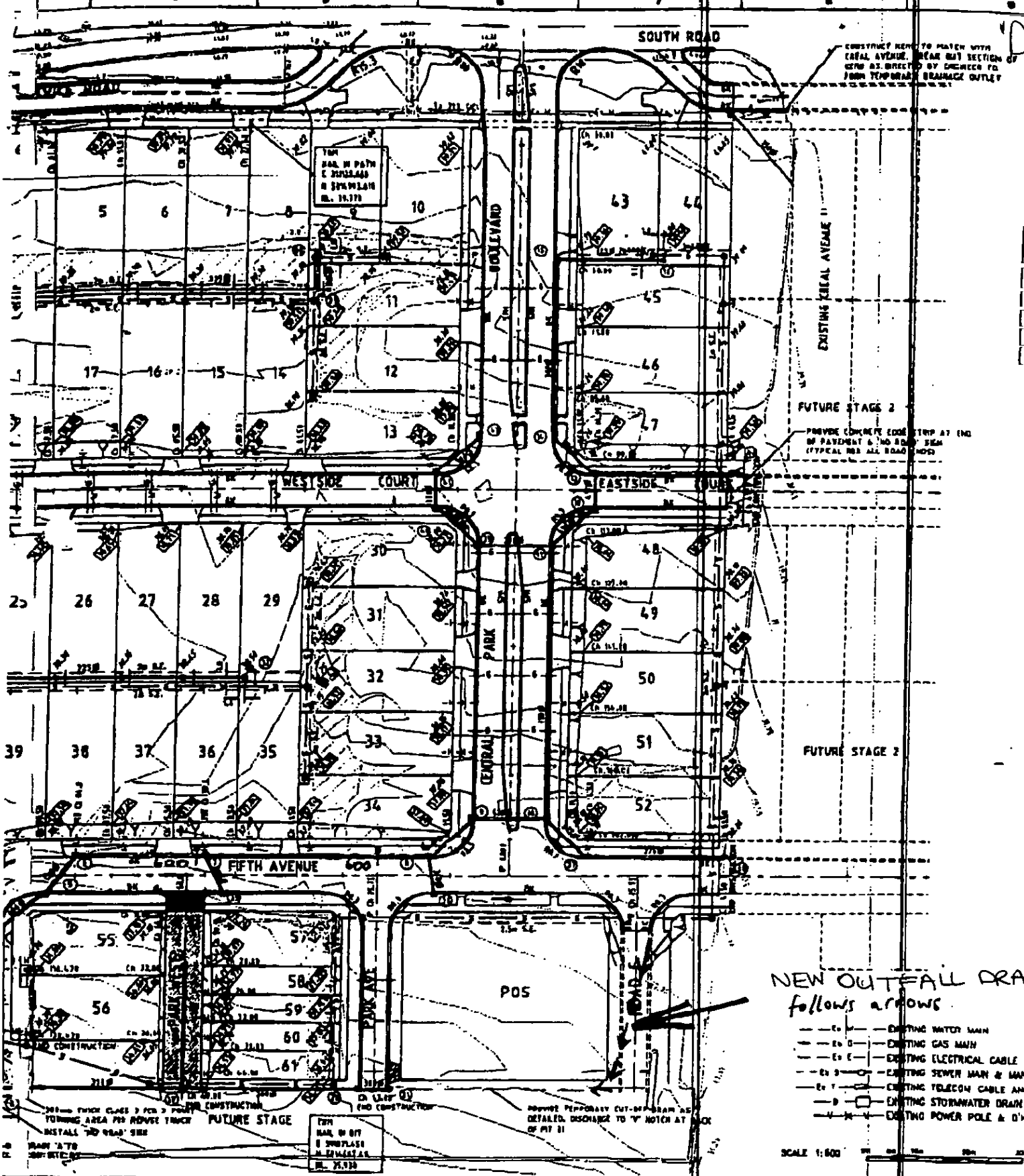
VERSION G

SHEET 3 OF 3 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ZONE 55



NEW OUTFALL DRAIN follows arrows

SURVEY BY:		DATE:		<b>Moodie &amp; Associates</b> Engineers, Planners & Project Managers 87 Graythorn Road, North Sydney, NSW, Australia Ph: (02) 9527 4222, Fax: (02) 9527 4999 Email: moodie@moassociates.com.au	<b>WES</b>
SURVEYORS REP. XXXX VICORN X		DATE: 22 AUGUST 07			
LEVELS AND POINTS ARE BASED FROM LOCAL DATUM.		CONTIGUOUS INTERVAL: 0.3 m		DRAWN: J.P.A. 22-07	
LOT DIMENSIONS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY AND COMPUTATION.		REVISION:		REVISION:	

AC035928D

01/05/2003 \$59 173



DRC035928D-24-6



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Form 13

AC036074E

01/05/2003 \$59 173



Section 181

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:PJD:LGC:903980 **Customer Code:** 1167E

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

Land: Volume 10284 Folio 793

Authority: Maribyrnong City Council of Cnr. Hyde and Napier Streets, Footscray

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



DAC036074E-1-3

Signature for the Authority: *David Waumsley*

Name of officer: *DAVID WAUMSLEY*

Office held: *MANAGER URBAN PLANNING*

Date: *30/4/03*

[903980/PJD/M0067789:1]

*AV*  
*01 MAY 2003*  
*12/5/03*



# Maddocks

Date 29 / 4 / 2002

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0668  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

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

Subject Land: Central West Business Park, South Road, Braybrook

Maribyrnong City Council  
and

Central West Business Park Pty Ltd  
ACN 007 152 598



DAC036074E-2-1

### AC036074E

01/05/2003 \$59 173



Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

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**AC036074E**

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

DATE / /2002

BETWEEN

**MARIBYRNONG CITY COUNCIL**  
of Cnr Hyde and Napier Streets, Footscray



DAC036074E-4-8

(Council)

AND

**CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598**  
of Building 1, 9 Ashley Street, West Footscray

(Owner)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 16 August 2002 Council issued Planning Permit No. TP02/0035 (**Planning Permit**) allowing the Subject Land to be subdivided into sixty (60) lots in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 17 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X518350X in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Permit; and
  - E.2 to 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

### 1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

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

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

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

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**Building Envelope** means any part of the Subject Land designated as a 'building envelope' or the like on the building envelope plan approved by Council for the Subject Land pursuant to Condition 17 of the Planning Permit, a copy of which is attached to this Agreement and marked "B".

**CPI** means the Consumer Price Index-All Groups Melbourne or if this index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may reasonably determine.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "C".

**lot** means a lot on the Endorsed Plan.

**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.

**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 it and includes a Mortgagee-in-possession.

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

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

**Subject Land** means the land situated at Central West Business Park, South Road, Braybrook being the land referred to in Certificate of Title Volume 10284 Folio 793 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.

**Tree to be Retained** means any tree identified as a 'tree to be retained' or the like in the arborist's report approved by Council pursuant to clause 3.4.3 of this Agreement.

**Urban Design Guidelines** means the Urban Design Guidelines approved by Council for the Subject Land pursuant to Condition 17 of the Planning Permit, a copy of which is attached to this Agreement and marked "D".

**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 a party consists of more than one person 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.

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**DAC036074E-5-6**

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

**3. SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees that:



**3.1 Restriction on number of dwellings on a lot**

the Owner must not build, construct or erect or cause or permit to be built or constructed or erected on any lot any Building other than a single dwelling and associated outbuildings unless the lot is designated on the Endorsed Plan as one on which more than one dwelling may be constructed, and Council has issued a planning permit to allow more than one dwelling on the lot;

**3.2 Urban Design Guidelines**

the Owner must ensure that any Building to be erected on the Subject Land accords with the Urban Design Guidelines and is constructed entirely within a Building Envelope, except with Council's written consent pursuant to this clause;

**3.3 Landscaping Plans**

not later than the date of lodging plans and specifications for engineering works for the Subject Land, the Owner must receive Council's written approval for an Urban Design Landscape Plan and Specification and a Street Tree Planting Plan & Specification Plan prepared by a suitably qualified landscape architect, which includes:

- 3.3.1 proposed planting preparation;
- 3.3.2 proposed locations of trees and plants identified by botanical names, including any Tree to be Retained, and lawn areas of all reserves and walkways, including reserve fencing and park furniture; and
- 3.3.3 a report prepared by a suitably qualified arborist which shows, to Council's satisfaction, the health, structure and form of any Tree to be Retained;

**3.4 Landscaping Works**

prior to the issue of a Statement of Compliance, the Owner must either:

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- 3.4.1 complete and maintain the landscaping works in accordance with the plans approved by Council pursuant to clause 3.3 above, for at least 12 months, to the satisfaction of Council; or
- 3.4.2 the Owner must, upon the execution of this Agreement, provide to Council a cash bond or bank guarantee for Council's estimated cost of completing the landscape works outstanding plus 25%, to ensure the completion and maintenance of landscaped areas in accordance with the plans approved by Council pursuant to clause 3.3 above;
- 3.4.3 Council will not return the cash bond or guarantee until the completion of all works and completion and maintenance of landscaped areas for 12 months in accordance with the plans approved by Council pursuant to clause 3.3 above, and until the Owner has requested in writing that Council return the bond or guarantee;

**3.5 Tree to be Retained**

the Owner must ensure that no Tree to be Retained is destroyed, felled, lopped, ringbarked, uprooted or pruned without the prior written consent of Council;

**3.6 Community Infrastructure Contribution**

the Owner of a lot must pay to Council a sum in the amount of \$450.00 as a community infrastructure contribution in respect of such a lot, upon the issue of a permit under the *Building Act* 1994 for a dwelling on that lot, such amount being subject to the amendment of the development contributions plan for the Subject Land; and

**3.7 CPI adjustment**

the amount of the community infrastructure contribution set out in clause 3.6 above:

- 3.7.1 is exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and
- 3.7.2 will be adjusted annually in accordance with movements in the CPI, as measured between the date of June 1993 and the date of the issue of a Statement of Compliance in respect of the relevant stage of subdivision of the Subject Land.

**4. FURTHER OBLIGATIONS OF THE OWNER**



DAC036074E-7-2

**4.1 Notice and Registration**

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

**4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;

**AC036074E**

01/05/2003 \$59 173



4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register 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 signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**4.3 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 preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**5. AGREEMENT UNDER SECTION 173 OF THE ACT**

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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.

**6. OWNER'S WARRANTIES**

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Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

---

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

---

**8.1 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:

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





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

**8.2 Service of Notice**

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

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

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

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

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

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

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.



**AC036074E**

01/05/2003 \$59

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THE COMMON SEAL of MARIBYRNONG CITY COUNCIL was hereunto affixed in the presence of:

)  
)  
)

P.T.O.

John Luppino, General Manager City Development

Jenny McMahon, General Manager Advocacy, Council Delegate

THE COMMON SEAL of CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598 was affixed in the presence of the authorised person:



*[Handwritten signature]*

Sole Director and Sole Company Secretary

*BLDI. DARIO GUANNARELLI*

Full name

*79 ASHLEY ST  
FOOTSCRAY WEST.*

Usual address

Mortgagee's Consent

Suncorp-Metway Limited as Mortgagee of registered mortgage No. X518350X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by Graeme George Ferguson ) SUNCORP-METWAY Ltd.  
Who certifies that he is a Level I and II Attorney pursuant ) A.C.N. 010 831 722  
to a power of Attorney dated 15th day of November ) by its duly constituted  
1991 a Certified copy of which is lodged in the Permanent ) Attorney  
Order Book No. 277 at Page 4 in the presence of: )

*[Handwritten signature]*

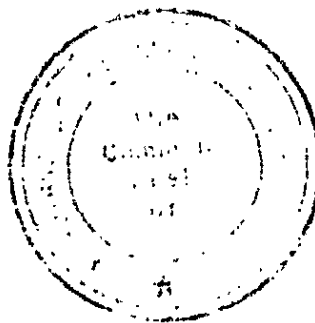
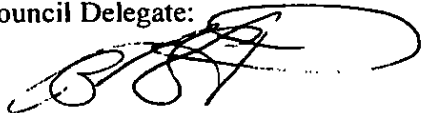
*[Handwritten signature]*

AC036074E

01/05/2003 \$59 173



THE COMMON SEAL of the CITY OF MARIBYRNONG was hereunto affixed in the presence of Bryan Stone, Acting General Manager, Corporate Services, Council Delegate:



**AC036074E**

01/05/2003 \$59

173



"A"

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 1 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

## ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook  
Certificate of Title Vol. 10284 Fol 796 2

## THE PERMIT ALLOWS:

Residential Subdivision of 60 allotments.



DAC036074E-12-3

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified amended plans (four copies) 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 generally in accordance with the plans submitted with the application but modified to show:
  - a) The width of place C must be 14m except for the fronts of lots 20 and 23 where the width shall be 18m and the fronts of lots 19 and 24 where the width will be tapered between 14m and 18m.
  - b) The width of lane E shall be 14m
  - c) Corner splays shall be provided to Councils requirements including on lot 55.
  - d) Building envelopes to accord with condition 17.
  - e) Lot frontage widths to the satisfaction of the Responsible Authority.
  - f) Open space in accordance with Condition No. 15 and 16
2. A computed plan of subdivision must be submitted for endorsement by the Responsible Authority prior to certification approval.  
  
Such endorsed plan will form part of this permit.
3. The subdivision as shown on the endorsed plan must not be altered or modified without the prior written consent of the Responsible Authority.

### AC036074E

01/05/2003 \$59 173

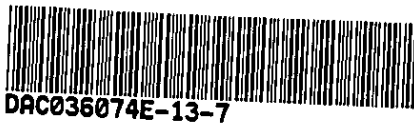


Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



Application No. TP02/0035 Page 2 of 11

## PLANNING

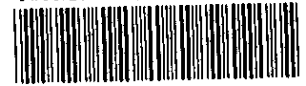
Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### AC036074E

01/05/2003 \$59 173



### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

### CONDITIONS CONTINUED:

4. Road works and drainage must be provided in accordance with engineering plans and specifications approved by the Maribyrnong City Council under Part 3 of the Subdivision Act 1988. Such plans and specifications must be in accordance with the provisions of Rescode ( Clause 56 of the Maribyrnong Planning Scheme) and the Principles for the Planning of New Residential Development, August 1998 to the satisfaction of the Responsible Authority and must include:

- Asphalt surfaced pavements and barrier edge kerb and channel, and 1.5 metre wide footpaths on each side of the street and court bowl.
- The colour of the concrete barrier edge kerb and channel, and footpaths.
- Underground drains to be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage within lands or road reserves.
- Any possible relocation of electricity poles and services adjoining the site.
- Design details of the intersection and treatment between South Road and the site entrance street, including any works in the South Road Service Road.
- Street lighting and locations.
- Footpath details
- Vehicle crossings connecting between each lot and an adjoining road carriageway.
- Traffic management devices where appropriate.
- Line marking and street traffic signs.
- Location of Street trees.
- Reinstatement of the footpath and reserve in South Road adjoining the site.

The above works shown on the approved plan must be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988.

5. A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition, existing trees to be retained and an arborist report detailing the condition of the trees.

The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.

Date Issued 16/8/2022  
 Planning and Environment Regulations 1988 Form 4 4

Signature for the  
 Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 3 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**AC036074E**

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

01/05/2003 \$59 173



DAC036074E-14-1

**CONDITIONS CONTINUED:**

Landscape works and Street tree planting as shown on the endorsed plan must be completed to the satisfaction of the Responsible Authority, prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works thereafter must be maintained for a period of 12 months to the satisfaction of the Responsible Authority.

- 6. Prior to the commencement of any works, use and development and certification/issue of a statement of compliance under the Subdivision Act 1988 for the residential use hereby permitted, for the land either:
  - a) A certificate of environmental audit must be issued for the land in accordance with Part 1XD of the Environment Protection Act 1970, or
  - b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part 1XD of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

A copy (3 copies) of the certificate of environmental audit and or statement, complete audit report and audit area plan must be submitted to the Responsible Authority.

- 7. The use and development (subdivision), buildings and works allowed by this permit must strictly comply with the directions and conditions of the Environment Protection Act 1970 Part 1XD certificate or statement of environmental audit issued for the land.
- 8. An additional Section 173 Agreement under the Planning and Environment Act 1987 may need to be entered into with the Responsible Authority depending on the conditions of the Statement of Environmental Audit. Any amendments must be approved by the Responsible Authority prior to the commencement of any works, use and development and may require further environmental assessment of the land.
- 9. Prior to the issue of a statement of compliance under the Subdivision Act 1988 a letter must be submitted to Council prepared by an Environmental Auditor appointed by the Environment Protection Authority under the Environment Protection Act 1970 to verify that the conditions of the statement of environmental audit issued for the land have been satisfied.
- 10. Any handling and disposal of site soil must be in accordance with the requirements of the Environment Protection Authority and the Environment Protection Act 1970.
- 11. An acoustic engineer accredited by the Association of Australian Acoustical Consultants must assess the impact of noise on the site and surrounds at all hours and recommend specifications to the design of dwellings and the nature and location of sound barriers. A copy of the report must be provided to the Responsible Authority.

Date Issued 16/8/2002  
 Planning and Environment Regulations 1988 Form 4.4

Signature for the  
 Responsible Authority

**STATUTORY PLANNING OFFICER**

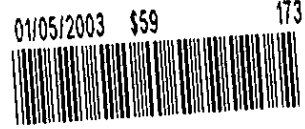
# CITY OF MARIBYRNONG

**Application No.** TP02/0035 Page 4 of 11  
**Planning Scheme:** Maribyrnong Planning Scheme  
**Responsible Authority:** CITY OF MARIBYRNONG

## PLANNING

## PERMIT

### AC036074E



### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

### CONDITIONS CONTINUED:

- 12. The use and development, buildings and works allowed by this permit must strictly comply with the recommendations by the Acoustic Engineer. Any amendments must be approved by the Responsible Authority prior to the commencement of works, use and development.
- 13. The surface of each reserve and nature strip must be self draining, free of surface rock, stabilised with uniform grass cover, developed as shown on the landscape plan and brought to a condition to enable maintenance of conventional mowing equipment.
- 14. A flood management plan which is to clearly indicate the situation in relation to the 1 in 100 year flood must be submitted to the Responsible Authority. The information to be included on the plan must include the direction of fall of the kerbs for all streets and an estimation of flows for all streets where there is a reasonable expectation of problems and all points where the flow leaves the site. (Particularly overland storm water flow relief points)

The flood management plan must also investigate any impact and have regard to the drainage flows from all adjoining land to the subject site.

The drainage system must ensure that the future built environment downstream is not inundated by major drainage flows or floodwaters.

- 15. Prior to the certification of the plan of subdivision, an open space concept plan must be prepared for the land to the satisfaction of the Responsible Authority. The plan must show the staging of the open space, function, integration and connections, planting theme.
- 16. The owner must pursuant to Section 18 of the Subdivision Act provide Public Open Space as follows:

(i) set aside on the Plan, for Public Open Space in a location satisfactory to the Council 5 percent of all the land in the Subdivision intended to be used for residential purposes.

OR

(ii) pay or agree to pay to the Council 5 percent of the site value of all of the land in the Subdivision intended to be used for residential purposes.

OR

(iii) A combination of (i) and (ii)



The land is to be valued on a day not more than 12 months before the date for payment of the public open space contribution.

Date Issued 16/8/2020  
Planning and Environment Regulations 1988 Form 4.3

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 5 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**AC036074E**



**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**CONDITIONS CONTINUED:**

- 17. Before the plan of subdivision can be certified the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. (Note a dealing number must be issued prior to certification as a result of the registration of the Agreement at the Land Titles Office.)

The matters covered by the agreement must include:

- Only one dwelling (together with outbuildings normal to a dwelling) per lot except for any lots designated for dual occupancy (subject to a planning permit) on the endorsed plan, to be registered on the title of each lot created from the subdivision of the land.
- Urban Design Guidelines and Building Envelopes to be prepared to the satisfaction of the Responsible Authority and to be registered on the title of each lot created from the subdivision of the land.
- The Urban Design guidelines to be prepared for the subdivision must address the following matters;
  - Building form/mass
  - Building materials
  - Roof type/form
  - Fencing
  - Frontage treatment .
  - Setbacks
  - Service fixtures
  - Exterior colours
  - Driveways
  - Garage/carport (envelopes) setback min 5.5metres and not forward of the dwelling.
  - Outbuildings
  - Protection of existing trees
  - Landscaping & maintenance
  - Energy efficiency & solar access principles
  - Sustainability principles
  - The dwelling must satisfy either the specified thermal insulation criteria or house energy rating under the Building Code of Australia.
  - Locating and encouraging the use of water tanks for garden watering.
  - Acoustic measures for dwellings in accordance with the recommendation of an acoustic report.
- A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition existing trees to be retained and an arborist report detailing the condition of the trees.



DAC036074E-16-8



# CITY OF MARIBYRNONG



DAC036074E-17-1

Application No. TP02/0035 Page 6 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC036074E

01/05/2003 \$59 173



### CONDITIONS CONTINUED:

- The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.
- Landscape works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works must thereafter be maintained for a period of 12 months to the satisfaction of the Responsible Authority.
- Drainage works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the drainage works plus 10%.
- Any removal or pruning of the existing mature trees on the site must be with the written consent of the Responsible Authority.
- A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.
- The owner must pay the costs incurred by the Responsible Authority in respect of the preparation and registration of the agreement.

18. No polluted and or sediment laden run-off is to be discharged directly or in directly into drains or watercourses.

Condition 19 is a requirement of Melbourne Water.

19.

- Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- Prior to the certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2003  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 7 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

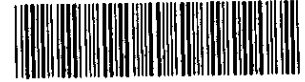
Responsible Authority: CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**AC036074E**

01/05/2003 \$59 173



**CONDITIONS CONTINUED:**

Conditions 20-22 are a requirement of Telstra.

- 20. Prior to a Statement of compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunication Services to each lot created in the subdivision.
- 21. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- 22. The plan submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

Conditions 23 & 24 are a requirement of TXU (Gas).

- 23. Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- 24. The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Condition 25 is a requirement of AGL Electricity.



DAC036074E-18-5

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

Conditions 26 - 28 are a requirement of City West Water

- 26. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.
- 27. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
- 28. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



Application No. TP02/0035 Page 8 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

**AC036074E**

01/05/2003 \$59 173



### CONDITIONS CONTINUED:

- 29. Any clearing or construction activity associated with development on the land, should be carried out in accordance with "Construction Techniques for Sediment Pollution Control" EPA publication No. 275.
- 30. Electricity supply is to be via underground reticulation and is to be negotiated with the Relevant Power supply Authority.
- 31. No lot created in the subdivision may be below the flood level as determined by the Responsible Authority.
- 32. Street lighting, street furniture and street name plates must be provided to a standard acceptable to the Maribyrnong City Council and at no cost to Council.
- 33. Fire hydrants must be provided, and located to the satisfaction of the Metropolitan Fire and Emergency services Board and the Maribyrnong City Council.
- 34. The owner must be responsible to meet the costs of all alterations to and reinstatement of, the Maribyrnong City Council and any other Public Authority assets deemed necessary and required by such Authorities for the development. The owner must be responsible to obtain the prior specific written approval of the Maribyrnong City Council or other relevant Authority for such alterations and reinstatement's and must comply with conditions required by the said Authority in relation to the execution of such works.
- 35. Prior to the submission of plans for certification, a written request must be made to Council for approval of the proposed street names. The request must be accompanied by a plan of the subdivision nominating the proposed street names and any relevant information about the selection of the names.

The placement and disposal of all rock and earth surplus fill arising from subdivision construction works within or adjacent to the subject land must be to the satisfaction of the Responsible Authority

- 36. The holder of this permit must ensure that wherever approved engineering construction plans for road works and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings, the existence of such filling must be made clear and known to any prospective purchaser of the relevant lot, also that the information contained in the approved engineering construction plans for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.
- 37. The land shown on the subdivision plan for the purpose of any reserve must be transferred to the Maribyrnong City Council upon registration of the appropriate Plan of Subdivision by the Land Titles Office.

Date Issued 16/8/2020  
Planning and Environment Regulations 1988 Form 4 4

Signature for the Responsible Authority

  
STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



Application No. TP02/0035 Page 9 of 11

## PLANNING

Planning Scheme: Maribymong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC036074E

01/05/2003 \$59 173



### CONDITIONS CONTINUED:

38. All proposed infrastructure construction plans & works are to be designed and constructed to the Responsible Authority's standards, specifications, policies, requirements, etc, including but not limited to Hyder Consulting / City of Maribymong Drainage Design Guide 2000, MCC Road & Drainage Design Guidelines. Council may require supporting information to be submitted to satisfy design proposals.
39. Temporary infrastructure along with any associated easements as considered necessary by Council shall be provided to address the issues created by the staging of the subdivision.
40. An outfall drain designed and constructed to Council's satisfaction and connected to another drain satisfactory to Council shall be provided to drain this subdivision. The outfall drain shall be within an easement acceptable to Council. Alternately Council will consider the acceptance of existing drainage infrastructure for outfall drainage subject to the applicant proving the adequacy of the existing drain for the purpose, providing an easement satisfactory to Council over the existing drain and the applicant entering into a section 173 agreement agreeing to:
  - Replace the existing drain with a new drain within the road reservation of subsequent stages when these proceed.
  - Remove and reinstate the existing drain and any temporary assets constructed or other action as agreed by Council.
41. Any cut, fill or structure must not adversely affect the natural storm water runoff from and to adjoining properties.
42. Any work within the road reservation must be carried out to standards set by Vicroads & Council's Infrastructure Planning & Construction Branch or other standards agreed by them.
43. Stormwater run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset.
44. The whole site including the subject & surrounding land(s) must be drained to the satisfaction of Council's Infrastructure Planning & Construction branch including the possible installation of onsite stormwater detention infrastructure, gross pollutant trap(s), etc.
45. Any underground stormwater drainage connection to the pipe / creek / river, downstream of the property, must be to the satisfaction and approval of the Melbourne Water Authority.
46. The Developer must provide for the entire frontage to South Road at their own expense, civil infrastructure works & construction plans to Council's Assets & Open Space branch satisfaction.

Date Issued 16/Jan  
 Planning and Environment Regulations 1988 Form 4.4

Signature for the  
 Responsible Authority

  
 STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



**Application No.** TP02/0035 Page 10 of 11

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG



### ADDRESS OF THE LAND:


Central West Business Park, South Road, Braybrook

### CONDITIONS CONTINUED:

- 47. The civil infrastructure works to include but not limited to, the construction of footpaths, naturestrips, driveways, kerb & channel, laybacks, sealed parking bays, road pavement, wearing course, fully constructed sealed service road, etc, all to the satisfaction of Council's Assets & Open Space branch.
- 48. All existing service Authorities & Council's infrastructure, including poles, pits, pipes, etc located external to and directly abutting the subject land including services in the neighbouring vicinity and effected by the Developer's proposed works, must be adjusted, reconstructed, modified, relocated, etc to the satisfaction of Council's Infrastructure Planning & Construction branch & the relevant Service Authorities and entirely at the Developer's expense.
- 49. All existing redundant vehicle access laybacks & or driveway crossings, external to, and directly abutting the subject land must be removed and reinstated to the satisfaction of Council's Infrastructure Planning & Construction branch and all at the Developer's expense.
- 50. The Developer must pay for all costs associated with signage necessitated by Developer's proposed works, all to the satisfaction of Vicroads & Council's Infrastructure Planning & Construction branch.
- 51. A road opening permit from Council is required for any work(s) and road openings within the road reserve, including the naturestrip.
- 52. A construction zone permit will be required from Council to allow parking of construction vehicles for longer than the permitted times.
- 53. Before the developer transfers the POS Reserve to Council, the Developer is to pay for the construction of the fence abutting all allotments. Council is to be liability free in regard to the construction of the fence.
- 54. The owner shall be responsible for the loss of value of or damage to Council's assets as a result of the development. Reinstatement or modification of the asset to Council's satisfaction will be required or compensation to the value of Council's loss paid by the Developer.
- 55. The developer shall be required to provide treatments at the ends of non-continuous roads (as a result of staging the subdivision) as required by Council including providing additional land to enable this to occur.
- 56. The developer shall be required to provide as constructed plans to Council at the conclusion of the project in both digital and hard copy formats along with other statistical information.
- 57. The developer shall be required to pay design approval and supervision fees for the proposed works plus any fees relevant to approval of existing infrastructure.
- 58. Council's approval is required for all services proposed to be installed within and for the subdivision and checking and supervision fees may be payable for some components.

Date Issued 16/8/2017  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

  
STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 11 of 11

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**AC036074E**



**CONDITIONS CONTINUED:**

- 59. The disused Creal Ave access should be deleted to Council's satisfaction.
- 60. Public lighting shall be provided to Council's satisfaction.
- 61. Any fencing along the common boundary between a lot and a reserve or walkway as shown on the subdivision plan must be designed to the satisfaction of the Responsible Authority and erected prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988 and at no cost to the Maribyrnong City Council.
- 62. Nothing in the permit hereby issued shall be construed to allow the removal of, damage to or pruning of any street tree without the further written consent of the Responsible Authority.
- 63. A written request to Council's Assets and Open Space Branch must be made if removal of a street tree is required. A fee for removal and compensation, based on the value of the tree, will be required to be paid to Council.
- 64. Suitable screening to prevent the emission of dust from the construction area to adjoining properties and roadways must be implemented to the satisfaction of the Responsible Authority.
- 65. The land owner and all its successors in title or transferees must, upon release for private sale of each of the lots, created by the subdivision, include in the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962 annexed to the contract of sale for the sale of land, a copy of the Design Guidelines, Building envelope plan and certificate or statement of environmental audit for the land.
- 66. This permit will expire if:
  - The subdivision is not certified within two years from the date of this permit.
  - The subdivision is not completed within five years of the date of certification of the initial Plan of Subdivision.
  - The Responsible Authority may extend the periods referred to if a request is made in writing before, or within three months of the relevant expiry date.

**Notes:**

A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.

Any handling, storage and disposal of site soil must be in accordance with the requirements of Environment Protection Authority disposal of soil guidelines, the Environment Protection Authority and the Environment Protection Act 1970.

Melbourne Water notes: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Minh Ha on telephone 9235 2237, quoting Melbourne Water's reference 82442.

**Applicant:**

DDG Developments Pty Ltd  
C/- Tract Consultants Pty Ltd  
195 Lennox Street  
Richmond 3021



Signature for the Responsible Authority

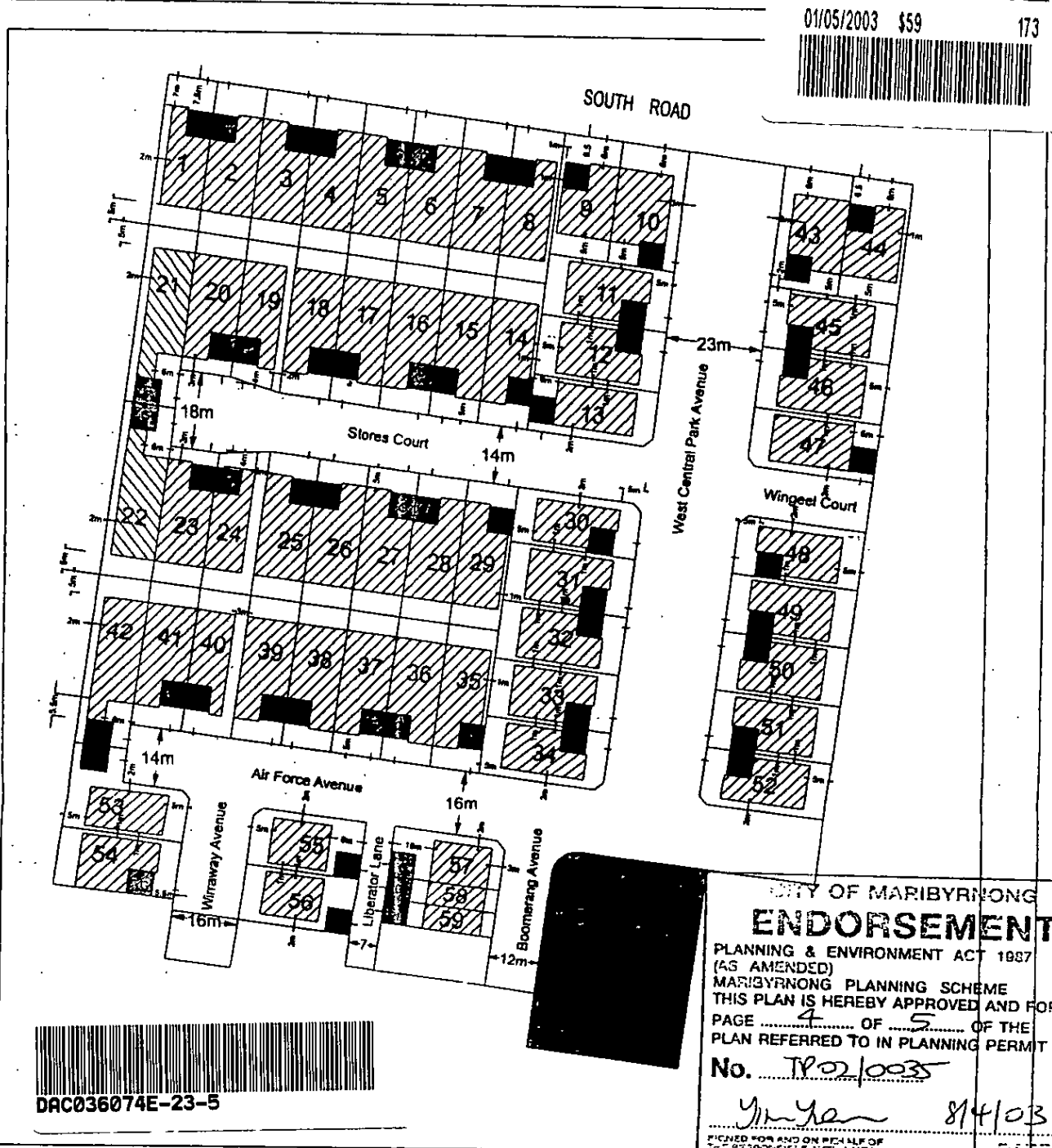
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**STATUTORY PLANNING OFFICER**

Date Issued 16/07/2020  
Planning and Environment Regulations 1988 Form 4.4

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**CITY OF MARIBYRNONG**  
**ENDORSEMENT**  
 PLANNING & ENVIRONMENT ACT 1987  
 (AS AMENDED)  
 MARIBYRNONG PLANNING SCHEME  
 THIS PLAN IS HEREBY APPROVED AND FORMS  
 PAGE 4 OF 5 OF THE  
 PLAN REFERRED TO IN PLANNING PERMIT  
 No. TP02/0035  
*Y. Yea* 8/4/03  
 SIGNED FOR AND ON BEHALF OF  
 THE CORPORATION OF MARIBYRNONG

**LEGEND**

1 OR 2 STOREY DWELLING:  
 -minimum front and rear setback: as annotated.  
 \*First Floor to be setback from boundary in accordance with ResCode (Clause 54) provision of the Maribyrnong Planning Scheme

DOUBLE GARAGE:  
 -minimum dimensions: 6x6m  
 -minimum front setback: 5.5m unless annotated differently  
 - second storey encouraged above garage

DETACHED GARAGE SEPARATE FROM DWELLING:  
 -minimum dimension: 6x6m

APPROXIMATE LOCATION OF DRIVEWAY ENTRY

SUBDIVISION - STAGE BOUNDARY

**BUILDING EGRESS**  
 STAGE 1, WEST CENTRAL PARK SOUTH ROAD, BRAYBROOK

0 10 20 30 40 50m

PROJECT NUMBER 301274	DESIGNER RC	DESIGNER FH	REVISION 10 APPROVED AR
DATE APR 03	DATE RC	DATE FH	DATE AR

THIS PLAN IS APPROVED AS SHOWN AND IS VALID FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF APPROVAL. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE CITY OF MARIBYRNONG.





# PLAN OF SUBDIVISION

STAGE No. \_\_\_\_\_

PLAN NUMBER  
**PS 511025A**



**AC036074E**

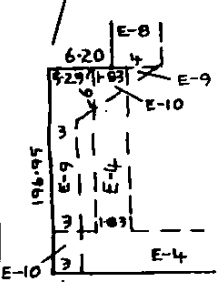
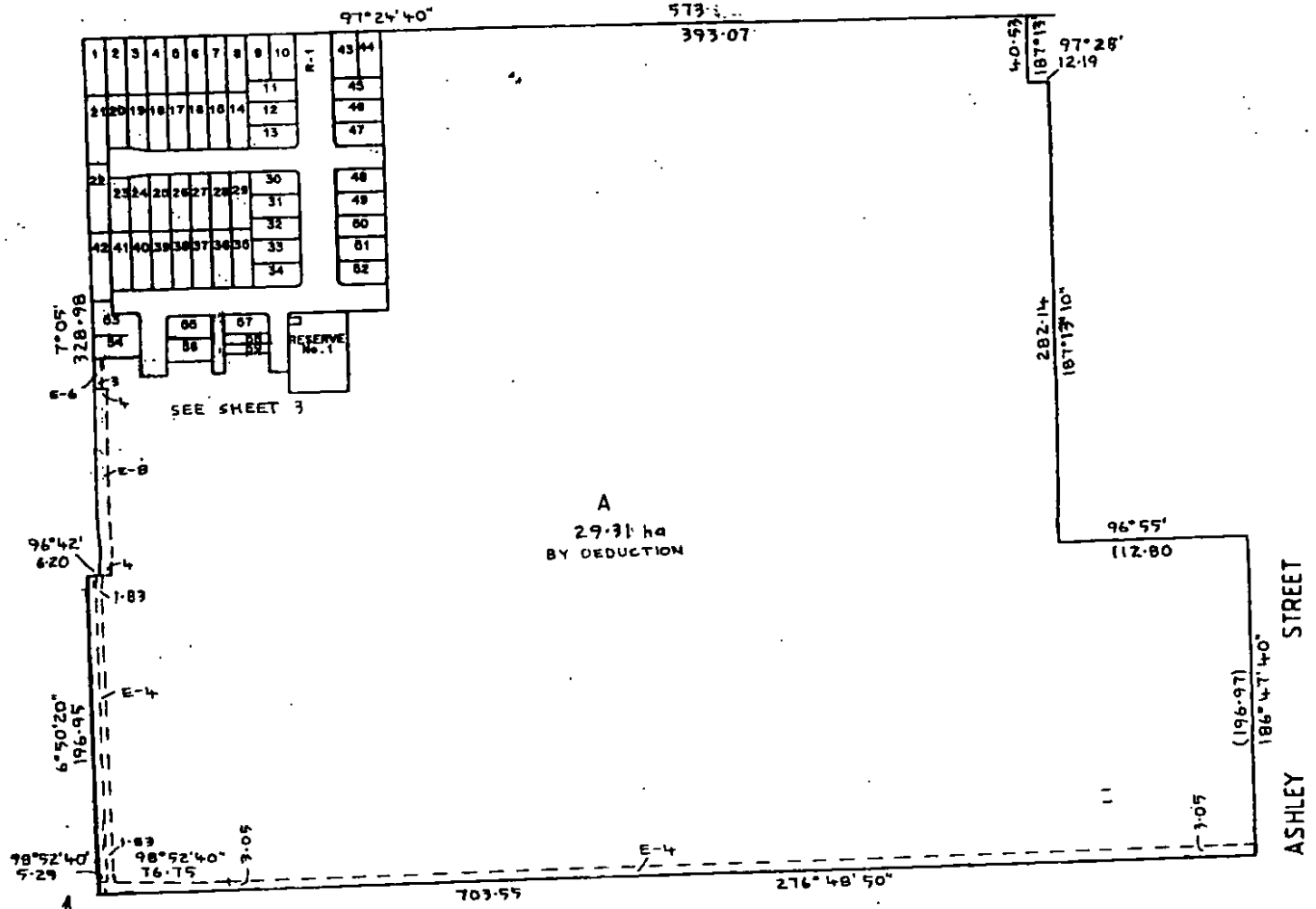
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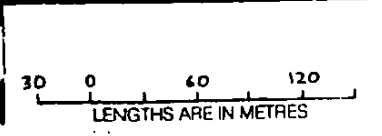
SOUTH

ROAD



MJW SURVEYS PTY. LTD.  
17 SECOND ST.  
BLACK ROCK 3193  
9589 2288

**CITY OF MARIBYRNONG**  
**ENDORSEMENT**  
PLANNING & ENVIRONMENT ACT 1987  
(AS AMENDED)  
MARIBYRNONG PLANNING SCHEME  
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PAGE 2 OF 5 OF THE  
PLAN REFERRED TO IN PLANNING PERMIT  
No. TP02/0035  
*Y. J. ...* 8/4/03  
\*OWNED FOR AND ON BEHALF OF RESPONSIBLE AUTHORITY



ORIGINAL  
SCALE SHEET  
1:3000 SIZE  
A3

LICENSED SURVEYOR (PRINT) MALCOLM J. WILTSHIRE  
SIGNATURE *M. J. Wiltshire* DATE 8 14 103  
REF 1732 VERSION G

SHEET 2 OF 3 SHEETS  
*M. J. Wiltshire*  
DATE 8 14 12003  
COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

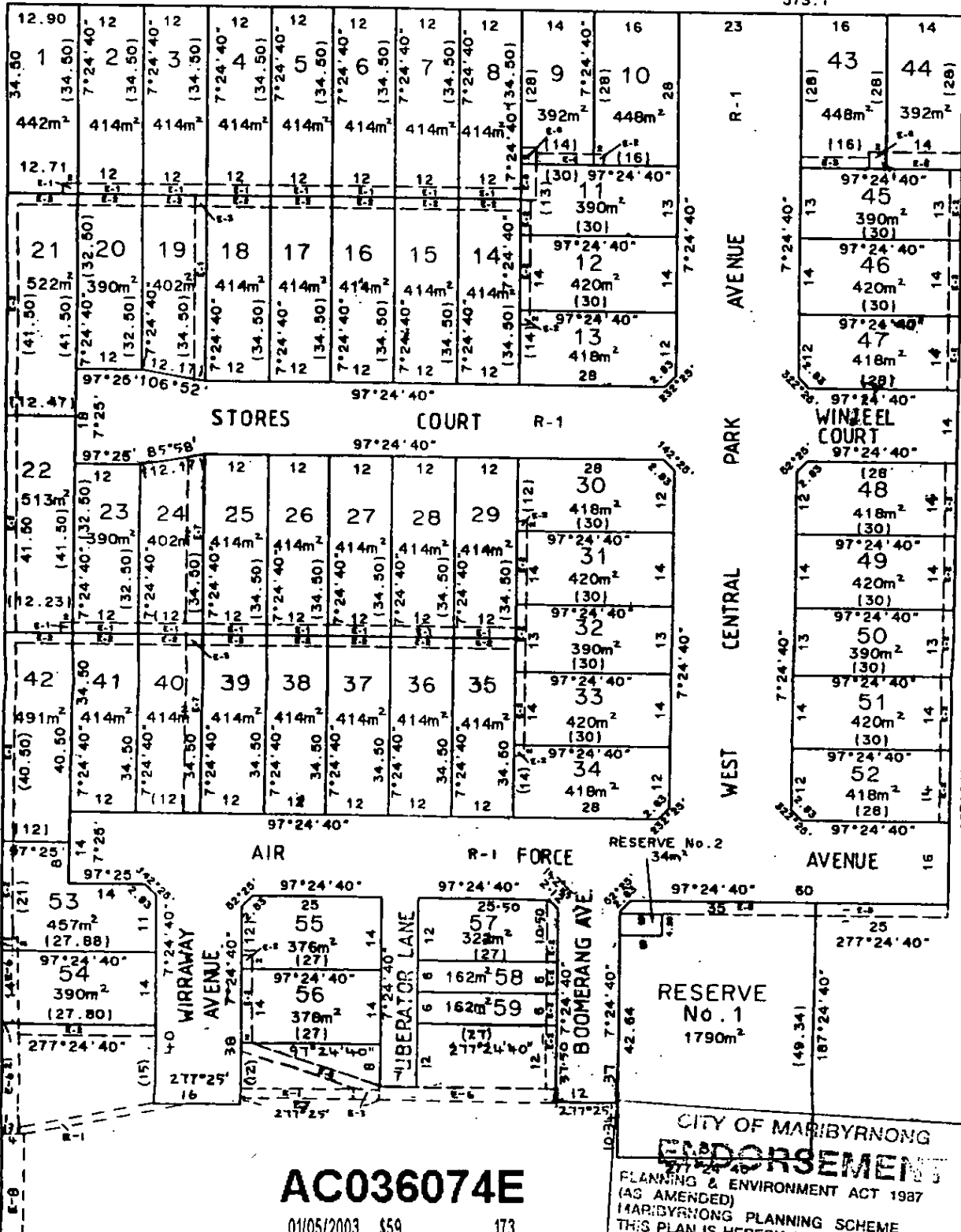
STAGE No. \_\_\_\_\_

PLAN NUMBER  
**PS 511825 A**

SOUTH ROAD

97°24'40"

573.1



## AC036074E

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DAC036074E-26-6

MJW SURVEYS PTY. LTD.  
17 SECOND ST.  
BLACK ROCK 3193  
9589 2288

**CITY OF MARIBYRNONG**  
**ENDORSEMENT**  
PLANNING & ENVIRONMENT ACT 1987  
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MARIBYRNONG PLANNING SCHEME  
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PAGE 3 OF 5 OF THE  
PLAN REFERRED TO IN PLANNING PERMIT  
No. TP 22/0035

*Ymken* 8/4/03

SIGNED FOR AND ON BEHALF OF THE REGISTRAR

0 16 32  
LENGTHS ARE IN METRES

ORIGINAL  
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LICENSED SURVEYOR (PRINT) MALCOLM J. WILTSHIRE

SIGNATURE *M. J. Wiltshire* DATE 8/4/03

REF 1702

VERSION G

SHEET 3 OF 3 SHEETS

*M. J. Wiltshire*  
DATE 8/4/2003

COUNCIL DELEGATE SIGNATURE

"D"



# West Central Park Estate Residential Development

## South Road, Braybrook

### Siting and Design Guidelines for new dwellings Stage 1



**CENTRAL PARK**  
*Central to family living*

CITY OF MARIBYRNONG  
**ENDORSEMENT**  
 PLANNING & ENVIRONMENT ACT 1987  
 (AS AMENDED)  
 MARIBYRNONG PLANNING SCHEME  
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 PAGE 5 OF 5 OF THE  
 PLAN REFERRED TO IN PLANNING PERMIT  
 No. TP 02/0035  
*Y. Yen* 8/4/03  
 DATE

Prepared by  
Tract Consultants Pty Ltd

For  
DDG Developments Pty Ltd



DAC036074E-27-0

March 2003

Tract Consultants Pty Ltd  
 ABN 12 055 213 842  
 Town Planners Landscape Architects Urban Designers  
 195 Lennox Street Richmond Victoria 3121 Australia  
 Telephone 03 9429 6133 Facsimile 03 9429 5925  
[melbourne@tract.net.au](mailto:melbourne@tract.net.au)  
 301274-P/R03-02

**AC036074E**

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DAC036074E-28-3

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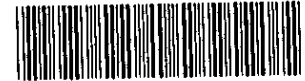
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This document is to be read in conjunction with the:

1. The endorsed Subdivision Plan, Stage 1 – Central West Residential – Drawing No PD 01 Rev. 09 - Dated August 2002 (to be approved by Council)
2. The Building Envelope Plan, Central West Residential – Drawing No. PD 02 Rev. 07 - Dated March 2003 (to be approved by Council)
3. Town Planning Permit TP 02/0035 – issued for stage 1 residential development.

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## Glossary of Terms

### Habitable Room

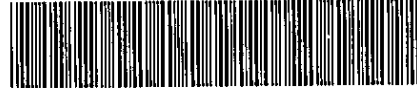
*\*Habitable room means a room used for normal domestic activities, and-*

- (a) *includes a bedroom, living room, lounge room, kitchen, music room, television room, dining room, sewing room, study, play room, family room, and sun room; but*
- (b) *excludes a bathroom, laundry, water closet, pantry, walk-in-robe, corridor, hallway, lobby, photographic darkroom, clothes drying room, and other spaces of a specialised nature occupied neither frequently nor for extended periods.\**

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DAC036074E-30-2

## 1 Introduction

The new residential development of West Central Park Estate in West Footscray is to be developed as a new housing community to offer new lifestyle opportunities in this inner western region of Melbourne.

The high quality of housing to be developed at West Central Park will create an ambience and character which future residents can take pride of in their new neighbourhood.

The siting and design guidelines for Central Park have been prepared to protect the interests of investors and residents alike as well as to guide the future development for the best interests of the wider community. House and garden designers should adhere to these minimum design standards so that houses and their allotments are constructed to be quality products. The guidelines ensure that not just your property, but those of your entire neighbourhood, are built to a level that provides both an optimum environment and a healthy investment.

These guidelines have been prepared in accordance with the provisions of planning permit no. TP 02/0035 issued for stage 1 of new housing development on the Central West Business Park property. These written guidelines are supported by the attached Building Envelope Plan prepared by Tract Consultants Pty Ltd dated March 2003.

Should a proposal for development vary from these guidelines it will be necessary to first obtain consent from the Council and will only be approved if it meets the spirit of the guidelines (see section 12 of this document for Variations). Variations to these guidelines are likely to be discouraged by the Council.

The guidelines have been formulated to ensure that a consistently high standard of building design is achieved within the development by establishing a framework for the design of private dwellings. In addition, they outline the design elements which are important to interface with the public realm.

These guidelines encourage an identifiable commonality in forms and materials that enhance harmony in the development without unnecessarily restricting the design of any individual building.

These guidelines also encourage innovative design of dwellings and include setback areas from lot boundaries to provide acoustic protection from nearby land. The effective siting, design and construction of new dwellings in accordance with these guidelines will provide future residents with ultimate acoustic and amenity protection. The guidelines are developed to protect your properties and encourage a harmonious and comfortable living environment.

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**2 Building Siting and Height (refer to Building Envelope Plan)**

- 2.1 The use of each lot shall be residential with a dwelling on each allotment as shown on the *Building Envelope Plan and Plan of Subdivision*.
- 2.2 The minimum area of a dwelling for any lot shall be 120 sq metres excluding the garage/carport or verandah.
- 2.3 Architectural features such as fins, blades and light well projections may extend above the second storey roofline provided that any space created is not used for habitation.
- 2.4 Prefabricated, temporary, reconstructed or transportable dwellings cannot be erected.
- 2.5 For each allotment on the Building Envelope Plan dwellings must be located within the nominated envelope and set back at least the minimum distance from the frontage and other boundaries.
  - shared walls are encouraged on side boundaries, unless setbacks are nominated.
  - for side setbacks refer to Rescode Provisions, the Building Code of Australia and Building Regulations or any other superseding design code.
  - a minimum setback of 5 metres from the rear boundary is required to provide a satisfactory amount of private open space.

(Note: For specific controls on garages refer to section 6 of these guidelines)
- 2.6 The following structures attached to the house are allowed to extend beyond the building envelope:
  - Verandahs, porches, balconies, bay windows, oriels and other forms of articulation provided they do not encroach more than 1 metre into the front setback.
  - Pergolas and decks provided they are situated on the side and/or rear of the dwelling facing the side and/or rear boundary.
  - Non-habitable outbuildings, subject to siting requirements (see section 5 of these guidelines).

**Lots 1- 56**

- 2.7 Dwellings on the following nominated lots must be located within the envelope and set back at least the minimum distance from the frontage.
  - > Lots 1- 8: - 7 metres
  - > Lots 9,10,43,44: - 6 metres
  - > Lots 19 & 24 - 4 metres
  - > Lots 20 & 23 - 3 metres
  - > Remaining Lots: - 5 metres
  - Garages shall be setback at least 0.5 metres behind the front wall alignment of the dwelling.
  - For lots 19, 20, 23, & 24 the garage may be setback a minimum of 3.5 metres from the front boundary.
  - For lots 13 & 47 garages may be positioned with frontage to the side street and must be setback at least 2 metres from the frontage.
  - For lots 55 & 56 garages shall be positioned at the rear of lots for access from a lane way.

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**Lots 57 - 59**

- 2.8 Dwellings on these allotments shall be setback a minimum of 3 metres from the frontage and garages shall be positioned at the rear of the lot for access from a lane way.

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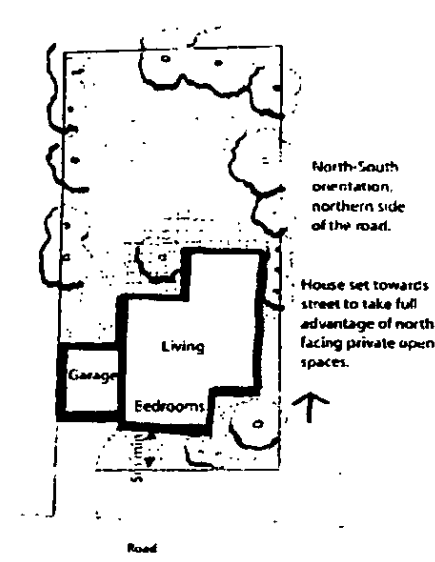
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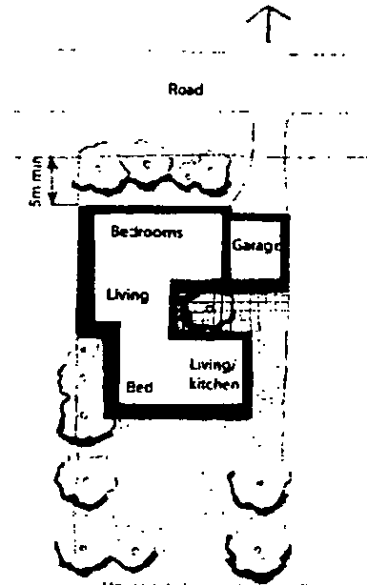
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Indicative interpretations of how dwellings may be developed within building envelopes is identified below:

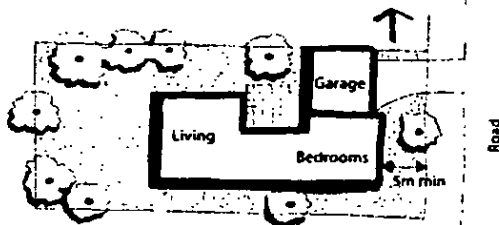


TYPICAL NORTH-SOUTH LOT (NORTH FACING)

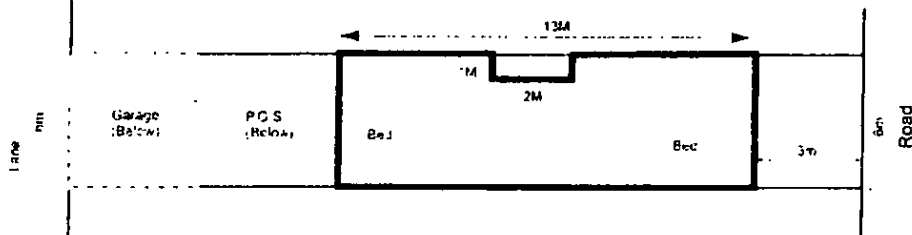
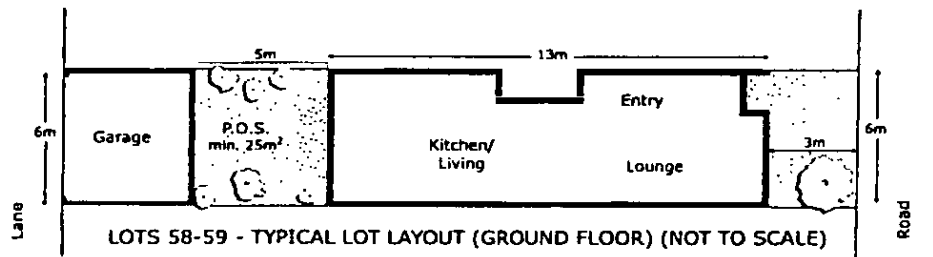


House set close to street to allow sufficient space at rear for solar access, semi-private front garden, no fence, or low-level fence. Courtyard allows winter sun to rear living area.

TYPICAL NORTH-SOUTH LOT (SOUTH FACING)



TYPICAL EAST-WEST LOT

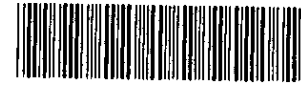




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### 3 Building Design requirements

The intent of these design requirements is to encourage an architectural design consistency for the new housing in the West Central Park Estate development at South Road, West Footscray.

The key elements of building design encouraged will include:

#### Elevations

- 3.1 Dwelling entrances must be clearly visible from the street.
- 3.2 Bathroom and toilet windows must not face the street.
- 3.3 Exposed plumbing, except for roof plumbing, must not face the street.
- 3.4 Articulation of front and side elevations visible from the street
- 3.5 Contemporary and modern forms will be encouraged

#### Colours

- 3.6 House colours predominantly selected from the neutral range in muted tones i.e creams, greys, browns). Limited use of vivid colours for highlighting individual elements is permitted.
- 3.7 Materials and colours used on carports, garages and verandahs should compliment those of the dwelling.

#### External Wall Materials

- 3.8 External walls of the dwelling should be predominantly constructed of brick, which can be face, painted, bagged or rendered. Any concrete block construction should be finished, that is bagged or rendered with a painted surface.

#### Roof Design

- 3.9 Predominant roof styles are to be hipped or gable. Roof pitch should be between the angles of 22 and 35°.
- 3.10 Varying roof forms are not discouraged but all designs, including those of contemporary architecture must offer high quality presentation and articulation to the streetscape.

### 4 Fencing

- 4.1 The maximum height of a front fence shall be 1.5 metres. The design of front fences should complement the design of the dwelling and any front fence on adjoining property.



Low wall with masonry posts and articulated joints



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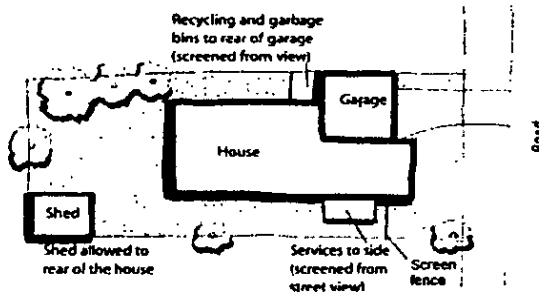
- 4.2 Side and rear fencing shall be a maximum height of 1.8 metres. Side fencing shall reduce in height to meet the height of the front fence.



- 4.3 The position and design of letter boxes should be incorporated into the front fence.

**5 External structures and outbuildings**

- 5.1 External fixtures, such as clotheslines, antennae, hot water systems and heating /cooling equipment, are discouraged from the front yard or front façade of the dwelling and must be screened from the street if located in a side yard or side facade.
- 5.2 Non-habitable outbuildings, such as sheds, are permitted outside the approved building envelope behind the rear wall of the house.
- 5.3 Storage areas for garbage and recycling bins must be provided. These must also be screened from the street.



**6 Garages, vehicle access and parking**

- 6.1 Only one standard and single width crossover per allotment is permitted generally in accordance with those nominated on the Building Envelope Plan.
- 6.2 All driveways must be sealed/paved. No soil or aggregate driveways are permitted.
- 6.3 Garages or carports may either be integral parts of the dwelling or freestanding structures. The garage must not dominate the frontage and garage doors cannot be a prominent feature.
- 6.4 Materials and colours used should compliment the dwelling. Garage roof is to compliment the roof style of the dwelling.
- 6.5 Garages or carports shall be setback at least 5.5 metres from the front boundary and must not be located forward of the front setback of the dwelling, except where otherwise specified in Section 2.7.



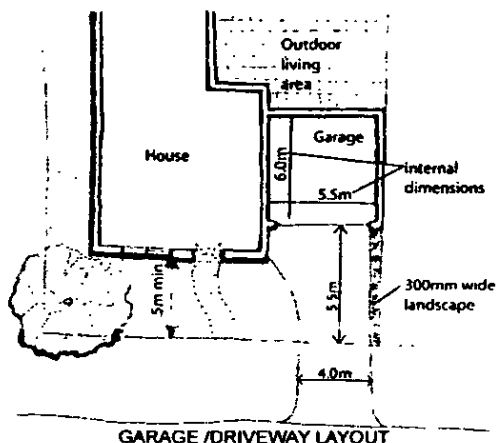
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- 6.6 A minimum of 2 off-street parking spaces must be provided. One of the car spaces should be covered. A second tandem space can be located in the driveway. The location of the single garage or carport must be located in accordance with the garage notations on the approved Building Envelope Plan, except with the written consent by Council.



**7 Landscaping / Trees**

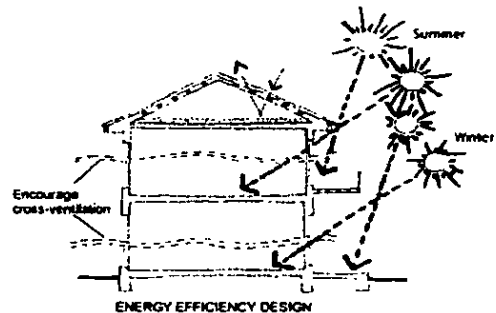
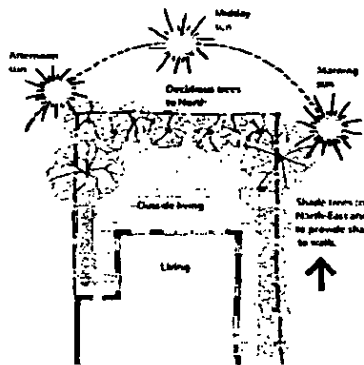
- 7.1 The introduction of new landscape is encouraged to soften the appearance of buildings particularly as they present to the street. The inclusion of grassed areas and trees in the front setback areas is important to improve the streetscape appearance.
- 7.2 Landscaping should enhance the house and streetscape as well as add to the comfort and privacy of indoor and outdoor living. Special attention should be given to outdoor living areas where deciduous shade trees and evergreen trees can combine to achieve high quality, useful outdoor spaces and a comfortable microclimate all year round.
- 7.3 The inclusion of trees in the rear yards and adjacent to boundaries offers residents shading and privacy screening benefits which is important to maintain a high quality and comfortable living environment. Landscaping combined with good solar orientation design will provide an improved energy efficiency of the house by reducing the need for heating and cooling.
- 7.4 The inclusion of trees and landscaping on your lot also encourages surface infiltration of stormwater run-off, which is to be encouraged as an environmental sustainable outcome.
- 7.5 All lots need to be landscaped within 3 months of the house being occupied and owners should regularly maintain their gardens and nature strips to create a pleasant landscape character for the new Estate.
- 7.6 The use of indigenous and native plant species is encouraged and a suggested plant species list is available from the Council.
- 7.7 No pruning or removal of Council street trees is permitted without the prior written consent of the responsible Authority.
- 7.8 Landscaping in the rear yards of Lots 45 - 52 should be provided to form a canopy planting which will result in a visual buffer between the rear of the dwellings and the neighbouring office/warehouse premises.



DAC036074E-37-8

## 8 Energy Efficient Design

- 8.1 All dwelling plans must achieve at least a 4 star rating by *First Rate* or an equivalent home energy rating scheme.
- 8.2 Dwellings should be sited and designed to achieve the following;
- oriented to make appropriate use of solar energy
  - sited and designed to ensure that the energy efficiency of existing dwellings on adjoining lots is not unreasonably reduced.
  - designed with living areas and private open spaces located on the north side of the dwelling. For south facing lots, dwellings are to be designed so that solar access to north facing windows is maximised
  - internal room planning to maximise sunlight access through the dwelling
  - windows which are orientated for sun access in winter and cross-ventilation for summer.
  - adequate insulation in the walls, ceilings and floors
  - encourage landscape design that assists in facilitating entry of sunlight into the living areas of the dwelling, particularly in winter.



## 9 Water tanks

- 9.1 The provision of non-reflective rainwater tanks is encouraged in the side and rear yards for garden use. Rainwater tanks must be screened from the street and cannot be located in the front yard.
- 9.2 Setback and build over easement requirements may exist and structures necessary for the installation of rainwater tanks may be subject to building permits. Please check with Council's municipal building surveyor.
- 9.3 The size and height of the rainwater tank must be appropriate to the open space and must not impact on the amenity of adjoining land by way of overshadowing, appearance and visual bulk. Further information can be obtained from City West Water's Conservation Programs Manager.

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**10 Acoustic Protection Issues**

- 10.1 A conventional paling fence along the southern and eastern boundaries (from the Public Open Space to Lot 48) will reduce noise levels to the ground level of dwellings constructed on adjoining lots.
- 10.2 Dwellings on Lots 54, 56, 60 and 48 to 52 are proposed with two storeys, the windows to the upper level habitable rooms on the exposed facades should be glazed with 6.38mm laminated glass to attenuate any noise generated by the remaining industrial uses in the Central West Business Park.
- 10.3 The northern windows of dwellings on Lots 1 to 10 and 43 and 44 should be glazed with 6.38mm laminated glass to reduce traffic noise from South Road.
- 10.4 The Council may, by a written consent, agree to the modification of the requirements set out in this clause 10.

**11 Council assets**

- 11.1 The owner must notify Maribyrnong City Council in the event of any damage resulting to any Municipal assets, footpaths, kerb or channel, street pavement, street trees as a result of dwelling construction on the subject lot. The damaged assets must be repaired to Council and reinstated to the satisfaction of the Responsible Authority at no cost to Council.
- The street area and nature strip must be cleared of any waste building material, levelled and re-instated after completion of dwelling construction.

**12 Variations**

- 12.1 The Maribyrnong City Council may consent to depart from the approved Design Guidelines upon written request (together with any plans) stating in detail the reason for the variation.  
Maribyrnong City Council may approve the variation if:
  - The variation is not detrimental to the streetscape or neighbourhood character of the area.
  - The variation is designed to complement the dwelling design and siting.
  - The variation will not cause an increase in detriment to any person.
 A fee of \$220.00 (may be subject to change) payable to Maribyrnong City Council will be required to consider a request to give consent to depart from the Urban Design Guidelines.

**13 Verification**

- Prior to any works/construction of any building, the owner must provide Maribyrnong City Council (Urban Planning Office) with:
- A written verification/notice, prepared by the Building Surveyor responsible for issuing the Building Permit for the proposed dwelling on a lot, which states that the plans of the proposed Buildings on the lot comply with the Urban Design Guidelines and building envelopes on the endorsed subdivision plan.
  - A copy of the siting and development plans of the proposed dwelling to which the Building Surveyor's written statement relates.





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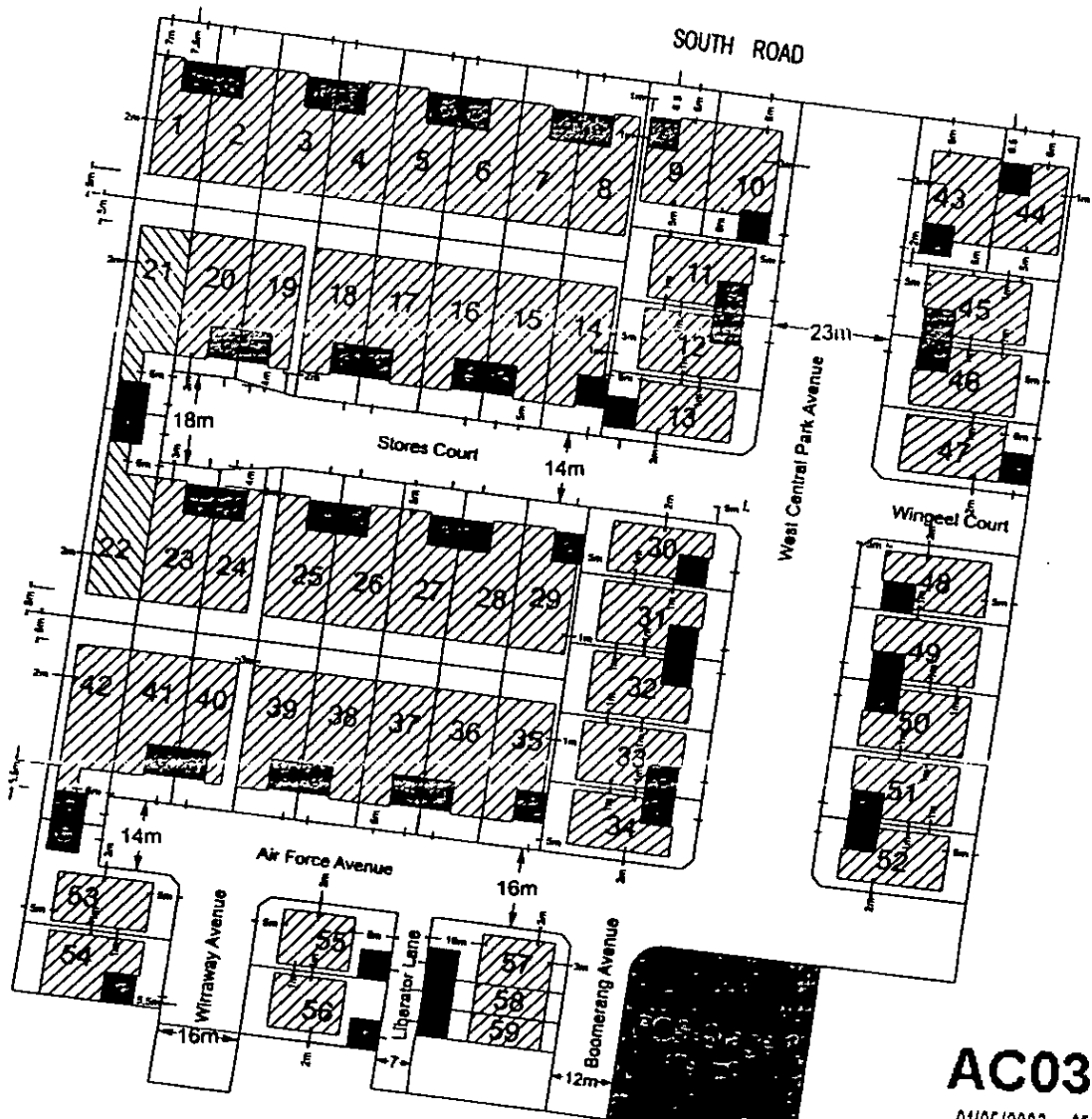
**14 Appendix 1 - Building Envelope Plan**

**AC036074E**

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
01/05/2003 \$59 173




**DAC036074E-40-1**



**LEGEND**

 **1 OR 2 STOREY DWELLING:**  
 -minimum front and rear setback: as annotated.  
 \*First Floor to be setback from boundary in accordance with ResCode (Clause 54) provision of the Maribymong Planning Scheme

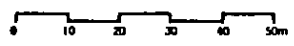
 **DOUBLE GARAGE:**  
 -minimum dimensions: 6x6m  
 -minimum front setback: 5.5m unless annotated differently  
 - second storey encouraged above garage

 **DETACHED GARAGE SEPARATE FROM DWELLING:**  
 -minimum dimension: 6x6m

**APPROXIMATE LOCATION OF DRIVEWAY ENTRY**

**SUBDIVISION - STAGE BOUNDARY**

**BUILDING ENVELOPES**  
 STAGE 1, WEST CENTRAL PARK SOUTH ROAD, BRAYBROOK



<b>PROJECT NUMBER</b> 301274	<b>DATE</b> APR 03	<b>DRAWN</b> RC	<b>DESIGNED</b> FH	<b>REVISION</b> 10	<b>APPROVED</b> AR
---------------------------------	-----------------------	--------------------	-----------------------	-----------------------	-----------------------

These drawings have been prepared in accordance with the provisions of the Building Act 1973 and the Building Regulations 1983. The client is responsible for ensuring that the drawings comply with the relevant provisions of the Building Act 1973 and the Building Regulations 1983. The architect is not responsible for any errors or omissions in these drawings.

Tract





DAC036074E-41-4

**15 Appendix 2 – Design Review Checklist**

**AC036074E**

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DAC036074E-42-8

**DESIGN REVIEW CHECKLIST**

**ALLOTMENT NUMBER:**

**PURCHASER:**

**ARCHITECT/DESIGNER:**

Phone:

Address:

Plan Reference Details:

**BUILDER:**

Phone:

**DATE:**


ITEM	PROPOSED	APPROVED	
		YES	NO
<b>BUILDING SITING &amp; HEIGHT</b>			
<b>House Setbacks</b>			
North			
East			
South			
West			
<b>Building Floor Area</b>			
Ground Floor			
First Floor			
<b>Garage/Carport Spaces &amp; Set Backs</b>			
<b>Building Height</b>			
<b>Ground Level/Ground Floor Height Differences</b>			
<b>Architectural Features &amp; Articulation</b>			
<b>Dwelling Entrances</b>			
<b>Side &amp; Rear Fences</b>			
Height			
Materials			
<b>External Wall Materials</b>			
<b>External Colours</b>			
<b>Roof Design</b>			
Pitch			
Material			
<b>Driveway</b>			
Material			
Width			

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ITEM	PROPOSED	APPROVED	
		YES	NO
<b>BUILDING ENVELOPE</b>			
Compliance with Building Envelope Plan			
<b>EXTERNAL STRUCTURES</b>			
A/C Units			
Clothesline			
Flues			
Garden Shed/Pergola			
Gas & Water Meters			
Hot Water System			
Satellite Dish			
Sewerage / Plumbing			
Solar Water Heater			
Swimming Pool			
TV & Radio Antennas			
Verandahs / Patios			
Water Tanks			
<b>ENERGY EFFICIENCY</b>			
Solar orientation of windows			
North facing living spaces			
Cross ventilation			
Wall/roof insulation			
Shared walls			
Roof eaves over windows for sun protection			
Landscape shading			
<b>ACOUSTIC PROTECTION (WHERE REQUIRED)</b>			
Setbacks from boundaries			
Window treatment			
Door construction			
Roof & ceiling construction			
<b>LANDSCAPING/TREES</b>			
Tree selection			
Shading & privacy screen			
Retention of Existing trees			

The above mentioned drawings **DO / DO NOT** comply with the Design Guidelines

Items marked "no" require further attention.  
Please amend the details of plans and resubmit them for further review.

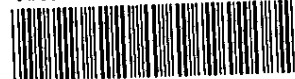
**Design Reviewer:**

**Signature:**

**Date:**

**AC036074E**

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# Imaged Document Cover Sheet

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Form 13

AC038630P



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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:PJD:LGC:921607 **Customer Code:** 1167E

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

Land: ~~part of Certificate of Title Volume 9396 Folio 339 and Volume 10284 Folio 791 to 793 (inclusive) and more particularly being the land described as lot 2 on PS508718U~~

Authority: Maribymong City Council of Cnr Hyde and Napier Streets, Footscray

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Handwritten Signature]*

Name of officer: *DAVID WARMLEY*

Office held: *MANAGER URBAN PLANNING*

Date: *30/4/03*

[921607/PJD/M0113064:1]

*30-12-03*





# Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 29/4/2003

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

**Subject Land: Central West Business Park, South Road, Braybrook**

**Public Open Space Agreement**

**Maribyrnong City Council**  
and

**Central West Business Park Pty Ltd**  
ACN 007 152 598



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### AC038630P

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Affiliated offices  
Adelaide, Brisbane, Colombo, Dubai,  
Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Sydney, Tianjin

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**AC038630P**

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

DATE 29<sup>th</sup> / 4 / 2003

**AC038630P**



## BETWEEN

**MARIBYRNONG CITY COUNCIL**  
of Cnr Hyde and Napier Streets, Footscray

(Council)

## AND

**CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598**  
of Building 1, 9 Ashley Street, West Footscray

(Owner)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 16 August 2002 Council issued Planning Permit No. TP 02/0035 (**Planning Permit**) allowing a parcel of land to be subdivided into sixty (60) lots in accordance with a plan to be endorsed under condition 1 of the Planning Permit. The Owner enters into this Agreement to meet the requirements of condition 16 of the Planning Permit. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X518350X in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. The parties enter into this Agreement:
  - E.1 to give effect to the requirements of the Planning Permit; and
  - E.2 to 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

### 1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

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

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Plan** means the plan which is attached to this Agreement and marked "B".



**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.

**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 it and includes a Mortgagee-in-possession.

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

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

**Residential Lots** means lots which, by virtue of their size and dimensions, are residential lots, and does not include lots which are reasonably expected to be subdivided in the future.

**Statement of Compliance** means the statement of compliance issued pursuant to the *Subdivision Act 1988*.

**Subject Land** means the land situated at 67 Ashley Street, Braybrook being all of the land referred to in Certificate of Title Volume 10284 Folio 793 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 a party consists of more than one person 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 subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.





**3. SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees that:

**3.1 Timing of Public Open Space Contribution**

the Owner must make a public open space contribution to Council upon the issue of a Statement of Compliance for the subdivision of any part of the Subject Land into Residential Lots;

**3.2 Amount of Public Open Space Contribution**

the public open space contribution required by clause 3.1 above is either:

- 5% of the area of that part of the Subject Land which is shown as hatched on the Plan; or
- 5% of the value of that part of the Subject Land which is shown as hatched on the Plan, to be calculated on the basis of a valuation not more than 12 months before the date of payment of that amount; and

**3.3 Shared Trail**

in the event that any part of the Subject Land which is not shown as hatched on the Plan is rezoned for residential development, the Owner must undertake its best endeavours to construct a shared trail in the approximate location shown on the Plan as 'shared trail', to connect the Subject Land to Ashley Street, subject to the agreement of the owner of the land which is the proposed location of the share trail, such trail to be designed and constructed to the satisfaction of Council.

**4. FURTHER OBLIGATIONS OF THE OWNER**

**4.1 Notice and Registration**

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

**4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register 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 signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.





DAC038630P-7-1

**4.3 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 preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

**5. 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.

**6. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

**8.1 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:

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

**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;



- 8.2.2 if posted, on the expiration of two business days after the date of posting;  
or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

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

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

---

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

**10. ENDING OF AGREEMENT**

---

- 10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 10.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

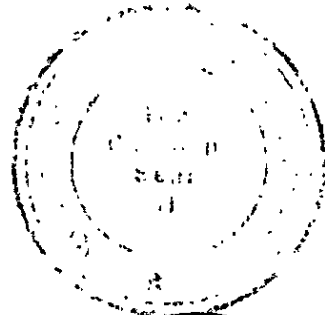
**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

**AC038630P**



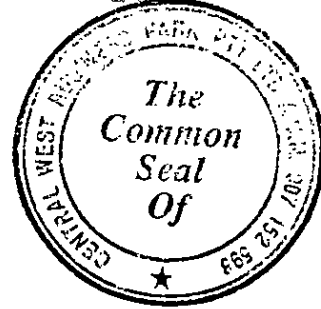
THE COMMON SEAL of )  
MARIBYRNONG CITY COUNCIL was )  
hereunto affixed in the presence of Bryan )  
Stone, Acting General Manager, Corporate )  
Services, Council Delegate:

*[Handwritten signature]*



THE COMMON SEAL of CENTRAL )  
WEST BUSINESS PARK PTY LTD ACN )  
007 152 598 was affixed in the presence of the )  
authorised person:

*[Handwritten signature]*



Sole Director and Sole Company Secretary

DARO GIANNARELLI

Full name

6 HUNTINGFIELD RD, TROBRACK Usual address

**Mortgagee's Consent**

Suncorp-Metway Limited as Mortgagee of registered mortgage No. X518350X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Signed by Graeme George Ferguson )  
Who certifies that he is a Level 1 and II Attorney pursuant )  
to a power of Attorney dated 15th day of November )  
1999 a certified copy of which is lodged in the Permanent )  
Office Book No. 277 at Page 4 in the presence of: )

) SUNCORP-METWAY Ltd.  
) A.C.N. 010 831 722  
) by its duly constituted  
) Attorney

*[Handwritten signature]*

*[Handwritten signature]*

**AC038630P**

02/05/2003 \$59 173



"A"

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 1 of 11

## PLANNING

Planning Scheme: Maribymong Planning Scheme

## PERMIT

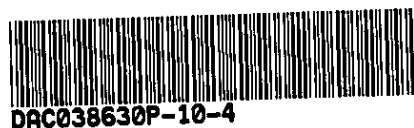
Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook  
Certificate of Title Vol. 10284 Fol 796

### THE PERMIT ALLOWS:

Residential Subdivision of 60 allotments.



### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified amended plans (four copies) 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 generally in accordance with the plans submitted with the application but modified to show:
  - a) The width of place C must be 14m except for the fronts of lots 20 and 23 where the width shall be 18m and the fronts of lots 19 and 24 where the width will be tapered between 14m and 18m.
  - b) The width of lane E shall be 14m
  - c) Corner splays shall be provided to Councils requirements including on lot 55.
  - d) Building envelopes to accord with condition 17.
  - e) Lot frontage widths to the satisfaction of the Responsible Authority.
  - f) Open space in accordance with Condition No. 15 and 16
2. A computed plan of subdivision must be submitted for endorsement by the Responsible Authority prior to certification approval.  
  
Such endorsed plan will form part of this permit.
3. The subdivision as shown on the endorsed plan must not be altered or modified without the prior written consent of the Responsible Authority.



Date Issued 16/8/2003  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

*[Handwritten Signature]*  
STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-11-8

**Application No.**

TP02/0035 Page 2 of 11

**PLANNING**

**Planning Scheme:**

Maribyrnong Planning Scheme

**PERMIT**

**Responsible Authority:**

CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**AC038630P**

02/05/2003 \$59



173

**CONDITIONS CONTINUED:**

4. Road works and drainage must be provided in accordance with engineering plans and specifications approved by the Maribyrnong City Council under Part 3 of the Subdivision Act 1988. Such plans and specifications must be in accordance with the provisions of Rescode ( Clause 56 of the Maribyrnong Planning Scheme) and the Principles for the Planning of New Residential Development, August 1998 to the satisfaction of the Responsible Authority and must include:

- Asphalt surfaced pavements and barrier edge kerb and channel, and 1.5 metre wide footpaths on each side of the street and court bowl.
- The colour of the concrete barrier edge kerb and channel, and footpaths.
- Underground drains to be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage within lands or road reserves.
- Any possible relocation of electricity poles and services adjoining the site.
- Design details of the intersection and treatment between South Road and the site entrance street, including any works in the South Road Service Road.
- Street lighting and locations.
- Footpath details
- Vehicle crossings connecting between each lot and an adjoining road carriageway.
- Traffic management devices where appropriate.
- Line marking and street traffic signs.
- Location of Street trees.
- Reinstatement of the footpath and reserve in South Road adjoining the site.

The above works shown on the approved plan must be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988.

5. A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition, existing trees to be retained and an arborist report detailing the condition of the trees.

The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.

Date Issued

16/8/2020

Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-12-1

Application No.

TP02/0035 Page 3 of 11

**PLANNING**

Planning Scheme:

Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority:

CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**CONDITIONS CONTINUED:**

**AC038630P**



Landscape works and Street tree planting as shown on the endorsed plan must be completed to the satisfaction of the Responsible Authority, prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works thereafter must be maintained for a period of 12 months to the satisfaction of the Responsible Authority.

- 6. Prior to the commencement of any works, use and development and certification/issue of a statement of compliance under the Subdivision Act 1988 for the residential use hereby permitted, for the land either:
  - a) A certificate of environmental audit must be issued for the land in accordance with Part 1XD of the Environment Protection Act 1970, or
  - b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part 1XD of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

A copy (3 copies) of the certificate of environmental audit and or statement, complete audit report and audit area plan must be submitted to the Responsible Authority.

- 7. The use and development (subdivision), buildings and works allowed by this permit must strictly comply with the directions and conditions of the Environment Protection Act 1970 Part 1XD certificate or statement of environmental audit issued for the land.
- 8. An additional Section 173 Agreement under the Planning and Environment Act 1987 may need to be entered into with the Responsible Authority depending on the conditions of the Statement of Environmental Audit. Any amendments must be approved by the Responsible Authority prior to the commencement of any works, use and development and may require further environmental assessment of the land.
- 9. Prior to the issue of a statement of compliance under the Subdivision Act 1988 a letter must be submitted to Council prepared by an Environmental Auditor appointed by the Environment Protection Authority under the Environment Protection Act 1970 to verify that the conditions of the statement of environmental audit issued for the land have been satisfied.
- 10. Any handling and disposal of site soil must be in accordance with the requirements of the Environment Protection Authority and the Environment Protection Act 1970.
- 11. An acoustic engineer accredited by the Association of Australian Acoustical Consultants must assess the impact of noise on the site and surrounds at all hours and recommend specifications to the design of dwellings and the nature and location of sound barriers. A copy of the report must be provided to the Responsible Authority.

Date Issued 16/6/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

**STATUTORY PLANNING OFFICER**



# CITY OF MARIBYRNONG



DAC038630P-13-5

**Application No.**

TP02/0035 Page 4 of 11

**PLANNING**

**Planning Scheme:**

Maribymong Planning Scheme

**PERMIT**

**Responsible Authority:**

CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook

**AC038630P**

02/05/2003 \$59 173



**CONDITIONS CONTINUED:**

- 12. The use and development, buildings and works allowed by this permit must strictly comply with the recommendations by the Acoustic Engineer. Any amendments must be approved by the Responsible Authority prior to the commencement of works, use and development.
- 13. The surface of each reserve and nature strip must be self draining, free of surface rock, stabilised with uniform grass cover, developed as shown on the landscape plan and brought to a condition to enable maintenance of conventional mowing equipment.
- 14. A flood management plan which is to clearly indicate the situation in relation to the 1 in 100 year flood must be submitted to the Responsible Authority. The information to be included on the plan must include the direction of fall of the kerbs for all streets and an estimation of flows for all streets where there is a reasonable expectation of problems and all points where the flow leaves the site. (Particularly overland storm water flow relief points)

The flood management plan must also investigate any impact and have regard to the drainage flows from all adjoining land to the subject site.

The drainage system must ensure that the future built environment downstream is not inundated by major drainage flows or floodwaters.

- 15. Prior to the certification of the plan of subdivision, an open space concept plan must be prepared for the land to the satisfaction of the Responsible Authority. The plan must show the staging of the open space, function, integration and connections, planting theme.
- 16. The owner must pursuant to Section 18 of the Subdivision Act provide Public Open Space as follows:

(i) set aside on the Plan, for Public Open Space in a location satisfactory to the Council 5 percent of all the land in the Subdivision intended to be used for residential purposes.

OR

(ii) pay or agree to pay to the Council 5 percent of the site value of all of the land in the Subdivision intended to be used for residential purposes.

OR

(iii) A combination of (i) and (ii)

The land is to be valued on a day not more than 12 months before the date for payment of the public open space contribution.

Date Issued 16/8/20  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 5 of 11

**PLANNING**

Planning Scheme: Maribymong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

**ADDRESS OF THE LAND:**

Central West Business Park, South Road, Braybrook



DAC038630P-14-9

**CONDITIONS CONTINUED:**

17. Before the plan of subdivision can be certified the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. (Note a dealing number must be issued prior to certification as a result of the registration of the Agreement at the Land Titles Office.)

The matters covered by the agreement must include:

- Only one dwelling (together with outbuildings normal to a dwelling) per lot except for any lots designated for dual occupancy (subject to a planning permit) on the endorsed plan, to be registered on the title of each lot created from the subdivision of the land.
- Urban Design Guidelines and Building Envelopes to be prepared to the satisfaction of the Responsible Authority and to be registered on the title of each lot created from the subdivision of the land.
- The Urban Design guidelines to be prepared for the subdivision must address the following matters;
  - Building form/mass
  - Building materials
  - Roof type/form
  - Fencing
  - Frontage treatment .
  - Setbacks
  - Service fixtures
  - Exterior colours
  - Driveways
  - Garage/carport (envelopes) setback min 5.5metres and not forward of the dwelling.
  - Outbuildings
  - Protection of existing trees
  - Landscaping & maintenance
  - Energy efficiency & solar access principles
  - Sustainability principles
  - The dwelling must satisfy either the specified thermal insulation criteria or house energy rating under the Building Code of Australia.\
  - Locating and encouraging the use of water tanks for garden watering.
  - Acoustic measures for dwellings in accordance with the recommendation of an acoustic report.

**AC038630P**

02/05/2003 \$59 173



• A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition existing trees to be retained and an arborist report detailing the condition of the trees.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

*[Handwritten Signature]*  
**STATUTORY PLANNING OFFICER**

# CITY OF MARIBYRNONG



DAC038630P-15-2

Application No. TP02/0035 Page 6 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

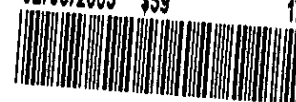
Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC038630P

02/05/2003 \$59 173



### CONDITIONS CONTINUED:

- The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.
- Landscape works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works must thereafter be maintained for a period of 12 months to the satisfaction of the Responsible Authority.
- Drainage works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the drainage works plus 10%.
- Any removal or pruning of the existing mature trees on the site must be with the written consent of the Responsible Authority.
- A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.
- The owner must pay the costs incurred by the Responsible Authority in respect of the preparation and registration of the agreement.

18. No polluted and or sediment laden run-off is to be discharged directly or in directly into drains or watercourses.

Condition 19 is a requirement of Melbourne Water.

19.

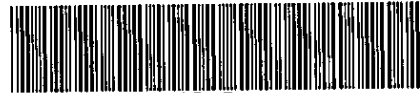
- a) Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- b) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- c) Prior to the certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-16-5

Application No. TP02/0035 Page 7 of 11

PLANNING Planning Scheme: Maribyrnong Planning Scheme

PERMIT Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

**AC038630P**

02/05/2003 \$59 173



### CONDITIONS CONTINUED:

Conditions 20-22 are a requirement of Telstra.

- 20. Prior to a Statement of compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunication Services to each lot created in the subdivision.
- 21. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- 22. The plan submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

Conditions 23 & 24 are a requirement of TXU (Gas).

- 23. Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- 24. The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Condition 25 is a requirement of AGL Electricity.

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

Conditions 26 - 28 are a requirement of City West Water

- 26. It is essential the owner of the land enters into an agreement with City West Water for the provision of water supply.
- 27. It is essential the owner of the land enters into an agreement with City West Water for the provision of sewerage.
- 28. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.

Date Issued 16/8/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-17-0

**Application No.** TP02/0035 Page 8 of 11

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC038630P

02/05/2003 \$59 173



### CONDITIONS CONTINUED:

- 29. Any clearing or construction activity associated with development on the land, should be carried out in accordance with "Construction Techniques for Sediment Pollution Control" EPA publication No. 275.
- 30. Electricity supply is to be via underground reticulation and is to be negotiated with the Relevant Power supply Authority.
- 31. No lot created in the subdivision may be below the flood level as determined by the Responsible Authority.
- 32. Street lighting, street furniture and street name plates must be provided to a standard acceptable to the Maribyrnong City Council and at no cost to Council.
- 33. Fire hydrants must be provided, and located to the satisfaction of the Metropolitan Fire and Emergency services Board and the Maribyrnong City Council.
- 34. The owner must be responsible to meet the costs of all alterations to and reinstatement of, the Maribyrnong City Council and any other Public Authority assets deemed necessary and required by such Authorities for the development. The owner must be responsible to obtain the prior specific written approval of the Maribyrnong City Council or other relevant Authority for such alterations and reinstatement's and must comply with conditions required by the said Authority in relation to the execution of such works.
- 35. Prior to the submission of plans for certification, a written request must be made to Council for approval of the proposed street names. The request must be accompanied by a plan of the subdivision nominating the proposed street names and any relevant information about the selection of the names.

The placement and disposal of all rock and earth surplus fill arising from subdivision construction works within or adjacent to the subject land must be to the satisfaction of the Responsible Authority

- 36. The holder of this permit must ensure that wherever approved engineering construction plans for road works and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings, the existence of such filling must be made clear and known to any prospective purchaser of the relevant lot, also that the information contained in the approved engineering construction plans for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.
- 37. The land shown on the subdivision plan for the purpose of any reserve must be transferred to the Maribyrnong City Council upon registration of the appropriate Plan of Subdivision by the Land Titles Office.

Date Issued 16/8/2020  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-18-3

Application No. TP02/0035 Page 9 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC038630P

02/05/2003 \$59 173



### CONDITIONS CONTINUED:

- 38. All proposed infrastructure construction plans & works are to be designed and constructed to the Responsible Authority's standards, specifications, policies, requirements, etc, including but not limited to Hyder Consulting / City of Maribyrnong Drainage Design Guide 2000, MCC Road & Drainage Design Guidelines. Council may require supporting information to be submitted to satisfy design proposals.
- 39. Temporary infrastructure along with any associated easements as considered necessary by Council shall be provided to address the issues created by the staging of the subdivision.
- 40. An outfall drain designed and constructed to Council's satisfaction and connected to another drain satisfactory to Council shall be provided to drain this subdivision. The outfall drain shall be within an easement acceptable to Council. Alternately Council will consider the acceptance of existing drainage infrastructure for outfall drainage subject to the applicant proving the adequacy of the existing drain for the purpose, providing an easement satisfactory to Council over the existing drain and the applicant entering into a section 173 agreement agreeing to:
  - Replace the existing drain with a new drain within the road reservation of subsequent stages when these proceed.
  - Remove and reinstate the existing drain and any temporary assets constructed or other action as agreed by Council.
- 41. Any cut, fill or structure must not adversely affect the natural storm water runoff from and to adjoining properties.
- 42. Any work within the road reservation must be carried out to standards set by Vicroads & Council's Infrastructure Planning & Construction Branch or other standards agreed by them.
- 43. Stormwater run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset.
- 44. The whole site including the subject & surrounding land(s) must be drained to the satisfaction of Council's Infrastructure Planning & Construction branch including the possible installation of onsite stormwater detention infrastructure, gross pollutant trap(s), etc.
- 45. Any underground stormwater drainage connection to the pipe / creek / river, downstream of the property, must be to the satisfaction and approval of the Melbourne Water Authority.
- 46. The Developer must provide for the entire frontage to South Road at their own expense, civil infrastructure works & construction plans to Council's Assets & Open Space branch satisfaction.

Date Issued 16/6/2022  
Planning and Environment Regulations 1988 Form 4.4

Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG



DAC038630P-19-7

Application No. TP02/0035 Page 10 of 11

## PLANNING

Planning Scheme: Maribymong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

**AC038630P**



### CONDITIONS CONTINUED:

- 47. The civil infrastructure works to include but not limited to, the construction of footpaths, naturestrips, driveways, kerb & channel, laybacks, sealed parking bays, road pavement, wearing course, fully constructed sealed service road, etc, all to the satisfaction of Council's Assets & Open Space branch.
- 48. All existing service Authorities & Council's infrastructure, including poles, pits, pipes, etc located external to and directly abutting the subject land including services in the neighbouring vicinity and effected by the Developer's proposed works, must be adjusted, reconstructed, modified, relocated, etc to the satisfaction of Council's Infrastructure Planning & Construction branch & the relevant Service Authorities and entirely at the Developer's expense.
- 49. All existing redundant vehicle access laybacks & or driveway crossings, external to, and directly abutting the subject land must be removed and reinstated to the satisfaction of Council's Infrastructure Planning & Construction branch and all at the Developer's expense.
- 50. The Developer must pay for all costs associated with signage necessitated by Developer's proposed works, all to the satisfaction of Vicroads & Council's Infrastructure Planning & Construction branch.
- 51. A road opening permit from Council is required for any work(s) and road openings within the road reserve, including the naturestrip.
- 52. A construction zone permit will be required from Council to allow parking of construction vehicles for longer than the permitted times.
- 53. Before the developer transfers the POS Reserve to Council, the Developer is to pay for the construction of the fence abutting all allotments. Council is to be liability free in regard to the construction of the fence.
- 54. The owner shall be responsible for the loss of value of or damage to Council's assets as a result of the development. Reinstatement or modification of the asset to Council's satisfaction will be required or compensation to the value of Council's loss paid by the Developer.
- 55. The developer shall be required to provide treatments at the ends of non-continuous roads (as a result of staging the subdivision) as required by Council including providing additional land to enable this to occur.
- 56. The developer shall be required to provide as constructed plans to Council at the conclusion of the project in both digital and hard copy formats along with other statistical information.
- 57. The developer shall be required to pay design approval and supervision fees for the proposed works plus any fees relevant to approval of existing infrastructure.
- 58. Council's approval is required for all services proposed to be installed within and for the subdivision and checking and supervision fees may be payable for some components.

Date Issued 16/8/2007  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# CITY OF MARIBYRNONG

Application No. TP02/0035 Page 11 of 11

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

Central West Business Park, South Road, Braybrook

# AC038630P



### CONDITIONS CONTINUED:

- 59. The disused Creal Ave access should be deleted to Council's satisfaction.
- 60. Public lighting shall be provided to Council's satisfaction.
- 61. Any fencing along the common boundary between a lot and a reserve or walkway as shown on the subdivision plan must be designed to the satisfaction of the Responsible Authority and erected prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988 and at no cost to the Maribyrnong City Council.
- 62. Nothing in the permit hereby issued shall be construed to allow the removal of, damage to or pruning of any street tree without the further written consent of the Responsible Authority.
- 63. A written request to Council's Assets and Open Space Branch must be made if removal of a street tree is required. A fee for removal and compensation, based on the value of the tree, will be required to be paid to Council.
- 64. Suitable screening to prevent the emission of dust from the construction area to adjoining properties and roadways must be implemented to the satisfaction of the Responsible Authority.
- 65. The land owner and all its successors in title or transferees must, upon release for private sale of each of the lots, created by the subdivision, include in the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962 annexed to the contract of sale for the sale of land, a copy of the Design Guidelines, Building envelope plan and certificate or statement of environmental audit for the land.
- 66. This permit will expire if:
  - The subdivision is not certified within two years from the date of this permit.
  - The subdivision is not completed within five years of the date of certification of the initial Plan of Subdivision.
  - The Responsible Authority may extend the periods referred to if a request is made in writing before, or within three months of the relevant expiry date.

#### Notes:

A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.

Any handling, storage and disposal of site soil must be in accordance with the requirements of Environment Protection Authority disposal of soil guidelines, the Environment Protection Authority and the Environment Protection Act 1970.

Melbourne Water notes: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Minh Ha on telephone 9235 2237, quoting Melbourne Water's reference 82442.

#### Applicant:

DDG Developments Pty Ltd  
C/- Tract Consultants Pty Ltd  
195 Lennox Street  
Richmond 3021

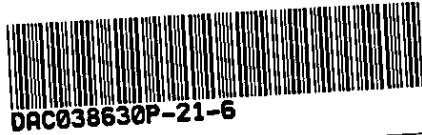
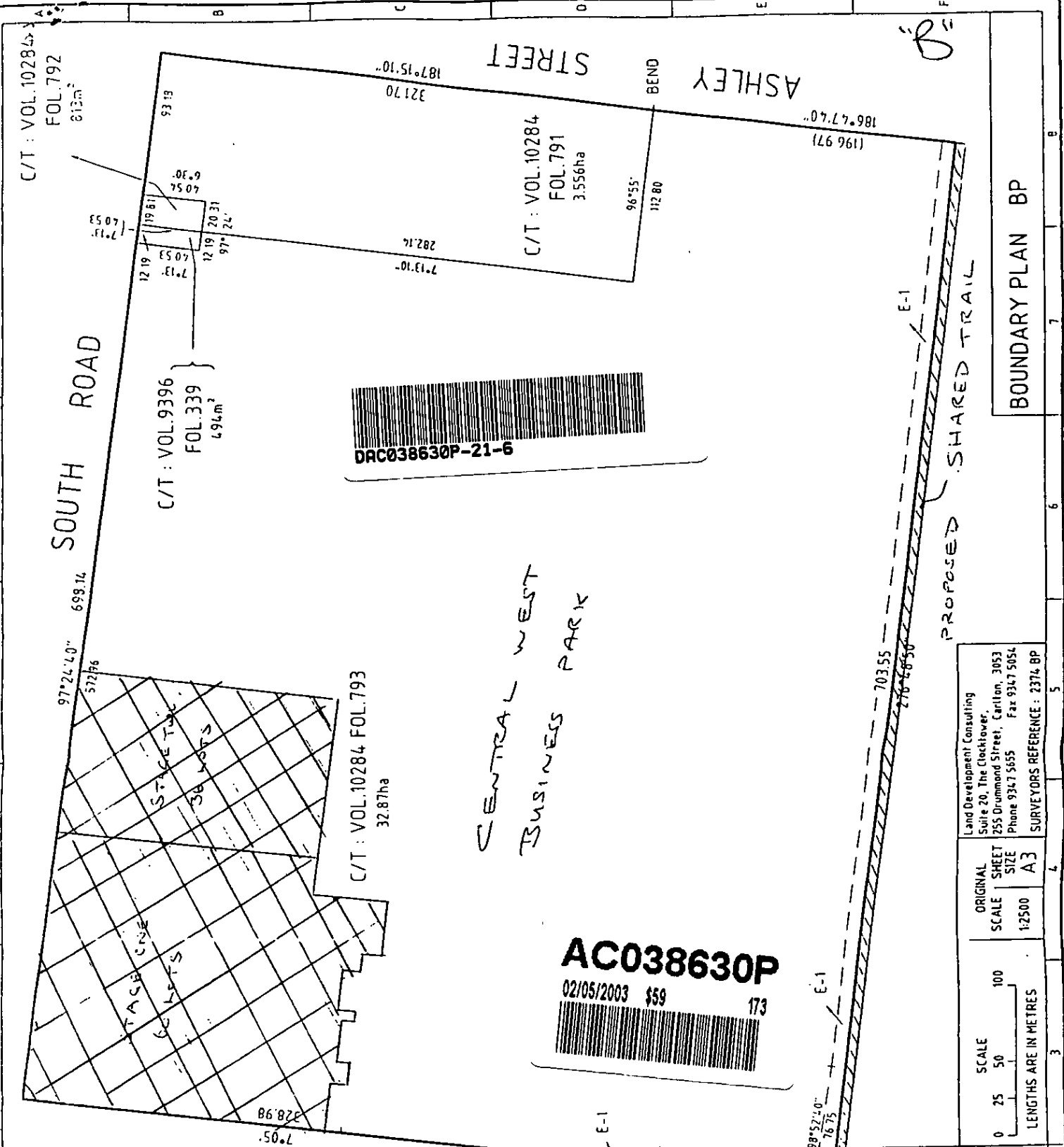


Signature for the Responsible Authority

STATUTORY PLANNING OFFICER

Date Issued 16/8/2020  
Planning and Environment Regulations 1988 Form 4.4





BOUNDARY PLAN BP

Land Development Consulting  
 Suite 20, The Clocktower,  
 255 Drummond Street, Carlton, 3053  
 Phone 9347 5655 Fax 9347 5054  
 SURVEYORS REFERENCE: 2374 BP

ORIGINAL SCALE 1:2500  
 SHEET SIZE A3  
 SCALE 0 25 50 100  
 LENGTHS ARE IN METRES

**SURVEYORS CERTIFICATION**  
 I, MARK CHARLES THOMAS, of 20/55 Drummond St, Carlton, Victoria, being duly sworn, do hereby certify that this plan has been prepared from a survey made under my immediate direction and supervision in accordance with the Surveyors Act 1978 and completed on 16/04/2001 that this plan is accurate and correctly represents the actual boundaries and the survey accuracy accords with that required for LEVEL LAND as defined in regulation 6 (5) of the Surveyors (Cadastral Surveys) Regulations 1995.

Dated \_\_\_\_\_  
 Licensed Surveyor  
 SURVEYORS ACT 1978

**NOTATIONS**  
 EASEMENTS WIDTHS ARE NOT DRAWN TO SCALE  
 LAND SUBJECT TO EASEMENT  
 E-1 - EASEMENT TO MMB W.  
 CREATED BY INSTRUMENT 2734735

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES.

**TITLE REFERENCE:** VOL.9396 FOL.339  
 VOL.10284 FOL.791  
 VOL.10284 FOL.792  
 VOL.10284 FOL.793

**PLAN OF SURVEY**  
 PARISH OF CUT PAW PAW  
 PART OF CROWN PORTION 17 &  
 PART OF CROWN ALLOTMENT 8,  
 SECTION 12

**PLAN OF SURVEY**  
 PARISH OF CUT PAW PAW  
 PART OF CROWN PORTION 17 &  
 PART OF CROWN ALLOTMENT 8,  
 SECTION 12



# Imaged Document Cover Sheet

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Document Identification	<b>AC602079P</b>
Number of Pages (excluding this cover sheet)	<b>39</b>
Document Assembled	<b>25/06/2020 13:29</b>

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Form 13

**AC602079P**



Section 181

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:PJD:5029325 **Customer Code:** 1167E

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

Land: part of Certificate of Title Volume 10728 Folio 859, and more particularly being the land shown as lots 62-97 (inclusive) on stages 1 and 2 of proposed plan of subdivision ~~5029325~~, a copy of which is attached.

Authority: Maribyrnong City Council of cnr. Hyde and Napier Streets, Footscray

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: David Walmsley

Name of officer: DAVID WALMSLEY

Office held: MANAGER URBAN PLANNING

Date: 13 JANUARY 2004

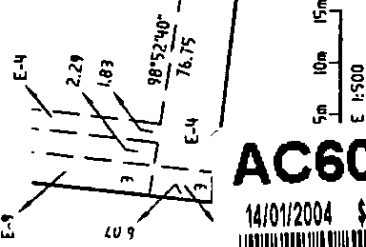
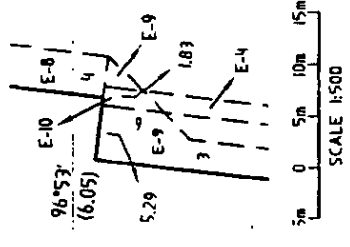
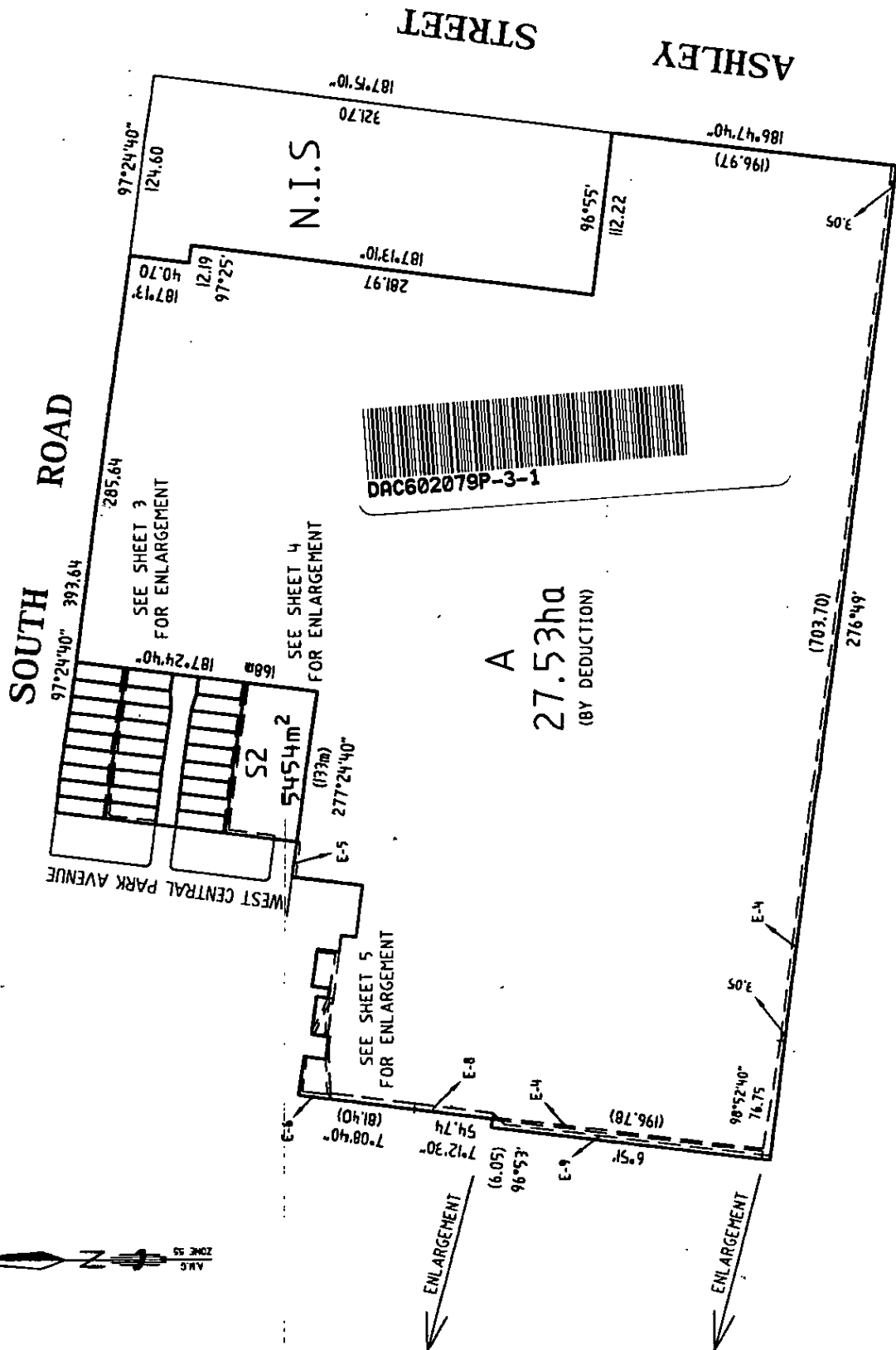
[5029325/PJD/M0219364:1]

Section 173  
Vd. 10728 Fl. 859  
(Part)  
Alex

14/1/04



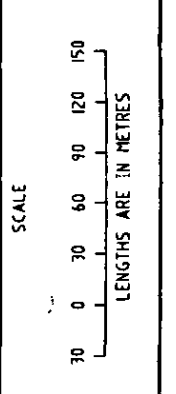
PLAN OF SUBDIVISION  
 STAGE No. I  
 PLAN NUMBER PS 509874 Y



SHEET 2 OF 5 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR NAME TIMOTHY J. BAIRD  
 SIGNATURE DATE 01-09-03  
 REF 2843-33 VERSION 01

ORIGINAL SHEET SIZE A3  
 SCALE 1:3000



DIGAN SURVEYING  
 14 MURRAY ROAD  
 HAYWARD 3122  
 PH 9818 9599  
 FAX 9818 2322  
 EMAIL jim@digan.com.au

**AC602079P**

14/01/2004 \$59 173







DAC602079P-5-7

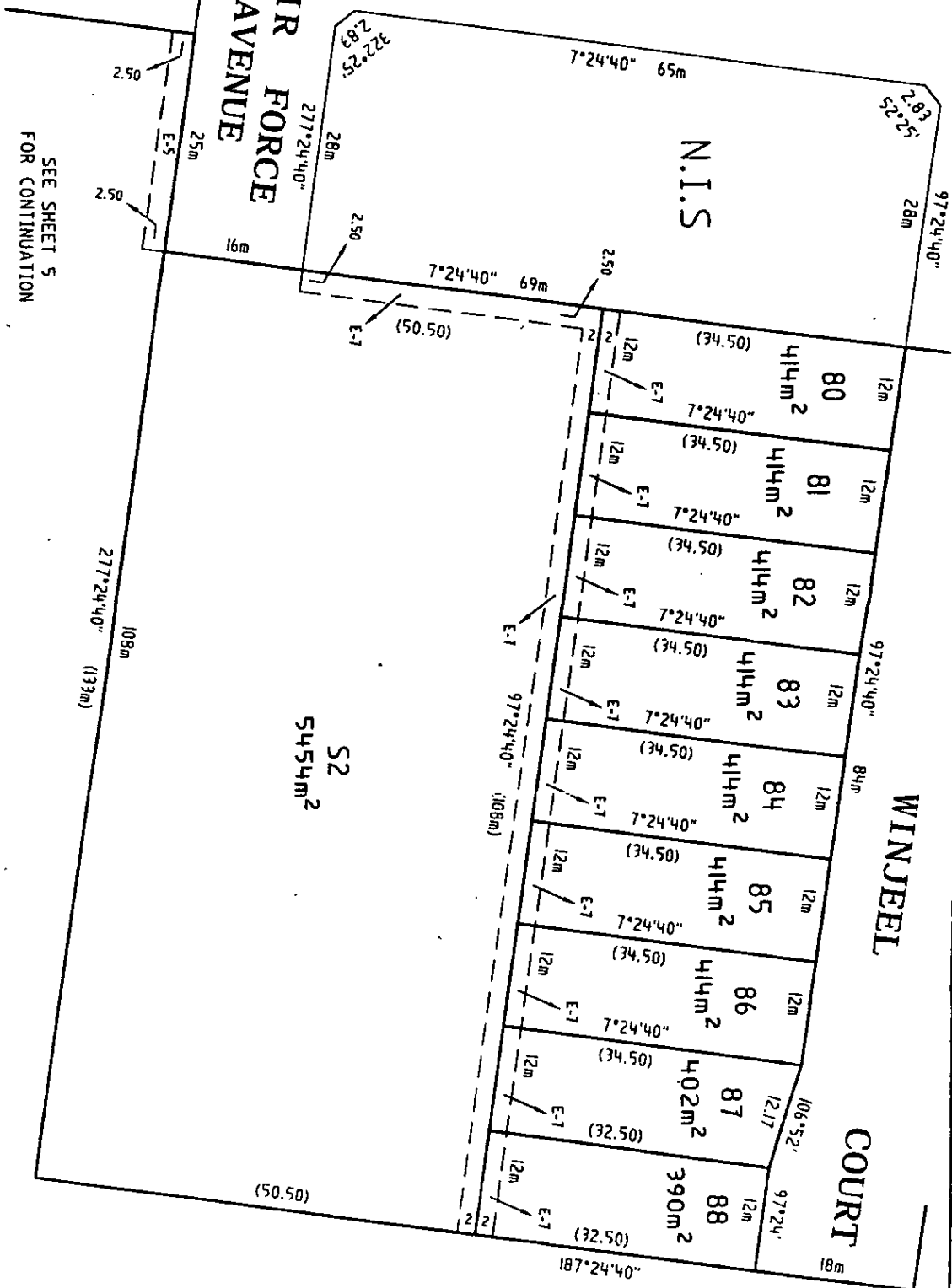
WEST CENTRAL PARK AVENUE

AIR FORCE AVENUE

N.I.S

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION



PLAN OF SUBDIVISION

STAGE No  
1

PLAN NUMBER  
PS 509874 Y

WINJEEL COURT

277°24'40" (133m)

108m

S2  
5454m²

88  
390m²

87  
402m²

86  
414m²

85  
414m²

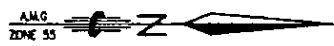
84  
414m²

83  
414m²

82  
414m²

81  
414m²

80  
414m²

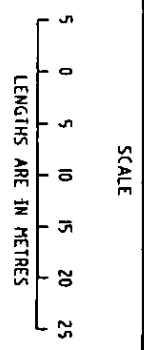


AC602079P

14/01/2004 \$59 173



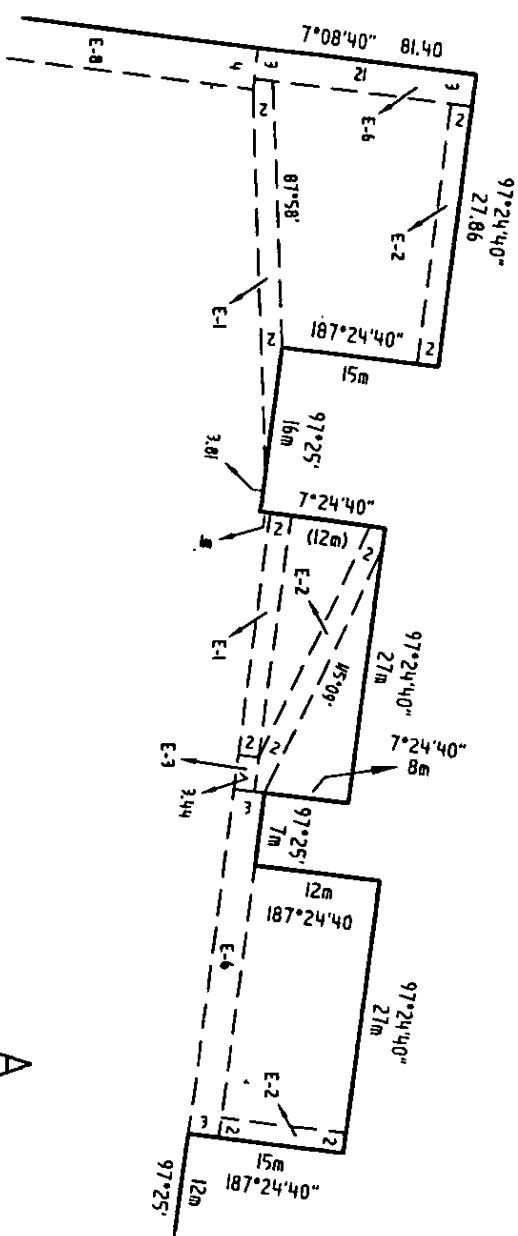
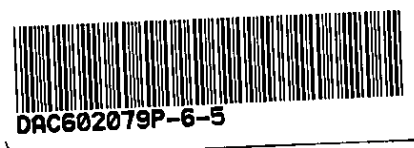
**MADIGAN SURVEYING**  
14 MORANG ROAD  
MANTON VIC 3727  
PH 9818 9598  
FAX 9818 2022  
EMAIL jim@madigan.com.au



ORIGINAL SCALE 1:500  
SHEET SIZE A3  
LICENSED SURVEYOR REF 2843-73  
NAME TIMOTHY J. BAIRD  
DATE 0-09-03

SHEET 4 OF 5 SHEET 5  
DATE / /  
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	1	PS 509874 Y



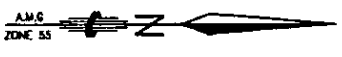
A  
27.53ha  
(BY DEDUCTION)

WEST CENTRAL  
PARK AVENUE

AIR FORCE  
AVENUE

N.I.  
**AC602079P**  
14/01/2004 \$59 173

SEE SHEET 4  
FOR CONTINUATION



SEE SHEET 2  
FOR CONTINUATION

<p><b>MADIGAN SURVEYING</b> 94 MORANG ROAD HAWTHORN VIC 3122 PH: 9819 4599 FAX: 9818 3522 EMAIL: jfmur@madigan.com.au</p>	SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR SIGNATURE	NAME	DATE	SHEET 5 OF 5 SHEETS
	<p>LENGTHS ARE IN METRES</p>	1:500	A3	REF 2843-33	TIMOTHY J. BAIRD	01-09-03	DATE / / (OUNCIL DELEGATE SIGNATURE)



<b>PLAN OF SUBDIVISION</b>	STAGE No. <b>2</b>	LTO USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS 509874 Y</b>
----------------------------	-----------------------	--------------------------------	-----------------------------------

<p><b>LOCATION OF LAND</b></p> <p>PARISH: CUT PAW PAW</p> <p>TOWNSHIP: -</p> <p>SECTION: -</p> <p>CROWN ALLOTMENT: 8 (PART) SECTION 12</p> <p>CROWN PORTION: 17 (PART)</p> <p>LTO BASE RECORD: VICMAP DIGITAL PROPERTY</p> <p>TITLE REFERENCES: VOL. FOL.</p> <p>LAST PLAN REFERENCE/S:</p> <p>POSTAL ADDRESS: SOUTH ROAD (At time of subdivision) BRAYBROOK, 3019</p> <p>AMG Co-ordinates (of approx centre of land in plan) E 31250 ZONE: 55 N 5814740</p>	<p><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: CITY OF MARIBYRNONG REF:</p> <ol style="list-style-type: none"> <li>This plan is certified under Section 6 of the Subdivision Act 1988</li> <li>This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6. / /</li> <li>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</li> </ol> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage .....</p> <p>Council Delegate Council Seal Date / /</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /</p>
--	--

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R-1	CITY OF MARIBYRNONG

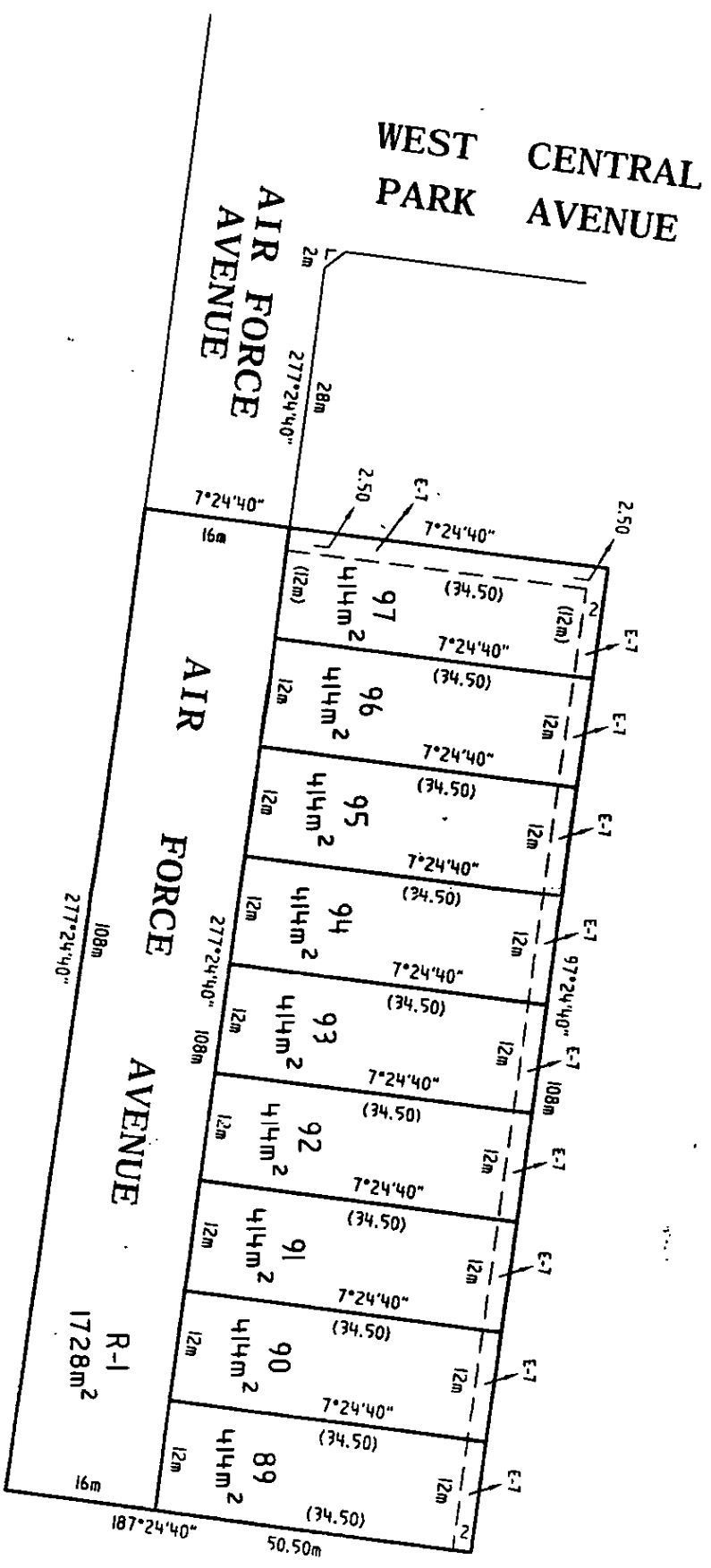


NOTATIONS	
DEPTH LIMITATION DOES NOT APPLY	STAGING This is <del>is</del> not a staged subdivision. Planning permit No.
LOTS 1 TO 88 HAVE BEEN OMITTED FROM THIS PLAN.	
SURVEY. THIS PLAN IS <del>IS</del> NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 376, 476, 477 AND 478 IN PROCLAIMED SURVEY AREA No.	

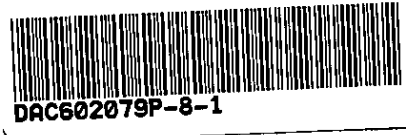
EASEMENT INFORMATION					LTO USE ONLY
<p><b>LEGEND</b> E-Encumbering Easement, Condition or Crown Grant in the Nature of an Easement or Other Encumbrance A-Appurtenant Easement R-Encumbering Easement (Road)</p>					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input type="checkbox"/>  DATE: / /
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-7	DRAINAGE	SEE DIAG.	PS 509874 Y (STAGE 1)	CITY OF MARIBYRNONG	LTO USE ONLY PLAN REGISTERED TIME DATE / /  Assistant Registrar of Titles
E-7	SEWERAGE	SEE DIAG.	PS 509874 Y (STAGE 1)	CITY WEST WATER LTD.	

<p><b>MADIGAN SURVEYING</b></p> <p>96 MORANG ROAD HAWTHORN VIC 3122</p> <p>Ph 9819 9599 FAX 9813 2322</p> <p>E:MAIL jmsur@madigan.com.au</p>	<p>LICENSED SURVEYOR NAME: TIMOTHY J. BAIRE</p> <p>SIGNATURE DATE: 01-09-0</p> <p>REF 2843-97 VERSION 01</p>	<p><b>AC602079P</b></p> <p>14/01/2004 \$59 173</p>
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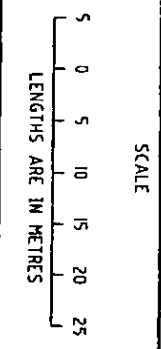
PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER
		2	PS 509874 Y



**AC602079P**
  
 14/01/2004 \$59 173



**MADIGAN SURVEYING**  
 94 MORANG ROAD  
 HAWTHORN 3122  
 PH. 9819 8399  
 FAX 9818 2322  
 EMAIL: info@madigan.com.au



ORIGINAL SCALE 1:500	LICENSED SURVEYOR REF 2843-37	NAME TIMOTHY J. BAIRD	SHEET 2 OF 2 SHEETS
SHEET SIZE A3	VERSION 01	DATE 01-09-03	COUNCIL DELEGATE SIGNATURE



# Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 30 / 12 / 2003

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

Subject Land: Central West Business Park, South Road, Braybrook

Maribyrnong City Council  
and

Central West Business Park Pty Ltd  
ACN 007 152 598



DAC602079P-9-0

**AC602079P**

14/01/2004 \$59 173

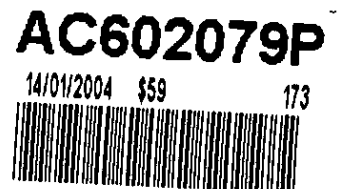


I  
S  
A  
C  
A  
S



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

DATE 30/12/2003



DAC602079P-11-1

BETWEEN

MARIBYRNONG CITY COUNCIL  
of Cnr Hyde and Napier Streets, Footscray

(Council)

AND

CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598  
of Building 1, 9 Ashley Street, West Footscray

(Owner)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 4 December 2002 Council issued Planning Permit No. TP02/0448 (Planning Permit) allowing a parcel of land to be subdivided into 36 lots, plus one balance lot, in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Condition 17 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked 'A'.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. X518350X in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. A statement of environmental audit has been issued under the *Environment Protection Act 1970* in relation to the Subject Land. This statement includes a number of conditions which must be complied with, in order for the Subject Land to be used for various types of beneficial use, including residential use.
- F. The parties enter into this Agreement:
  - F.1 to give effect to the requirements of the Planning Permit; and
  - F.2 to 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

### 1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**AC602079P**

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

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

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

**Building Envelope** means any part of the Subject Land designated as a 'building envelope' or the like on the Endorsed Plan.

**CPI** means the Consumer Price Index-All Groups Melbourne or if this index is not available, such other index that represents the rise in the cost of living in Melbourne, as Council may reasonably determine.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter 'B'.

**EPA** means the Authority, as defined in the *Environment Protection Act 1970*.

**lot** means a lot on the Endorsed Plan.

**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.

**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 it and includes a Mortgagee-in-possession.

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

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

**Statement of Environmental Audit** means the statement of environmental audit prepared in relation to the Subject Land, dated 17 December 2003 and accompanying audit report. A copy of the Statement of Environmental Audit, exclusive of the audit report, is attached to this Agreement and marked 'C'. The related audit report may be inspected at the offices of Council.

**Subject Land** means part of the land described as Central West Business Park in South Road, Braybrook being part of the land referred to in Certificate of Title Volume 10728 Folio 859, and more particularly being the land shown as lots 62-97 (inclusive) on the Endorsed Plan, 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.

**Tree to be Retained** means any tree which is located on the Subject Land as at the date of this Agreement.

**Urban Design Guidelines** means the Urban Design Guidelines approved by Council for the Subject Land pursuant to Condition 17 of the Planning Permit. A copy of the Urban Design Guidelines may be inspected at Council's offices during normal business hours.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

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- 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 a party consists of more than one person 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 subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees that:

**3.1 Restriction on number of dwellings on a lot**

the Owner must not build, construct or erect or cause or permit to be built or constructed or erected on any lot any Building other than a single dwelling and associated outbuildings;

**3.2 Urban Design Guidelines**

the Owner must ensure that any Building to be erected on the Subject Land accords with the Urban Design Guidelines and is constructed entirely within a Building Envelope, except with Council's written consent pursuant to this clause;

**3.3 Landscaping Plans**

not later than the date of lodging plans and specifications for engineering works for the Subject Land, the Owner must receive Council's written approval for an Urban Design Landscape Plan and Specification and a Street Tree Planting Plan & Specification Plan prepared by a suitably qualified landscape architect, which includes:

- 3.3.1 proposed planting preparation;
- 3.3.2 proposed locations of trees and plants identified by botanical names, including any Tree to be Retained;

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DAC602079P-14-1

- 3.3.3 lawn areas of all reserves and walkways;
- 3.3.4 all proposed reserve fencing and park furniture; and
- 3.3.5 a report prepared by a suitably qualified arborist which shows, to Council's satisfaction, the health, structure and form of any Tree to be Retained;

**3.4 Landscaping Works**

prior to the issue of a statement of compliance for the subdivision allowed the Planning Permit, the Owner must either:

- 3.4.1 complete and maintain the landscaping works in accordance with the plans approved by Council pursuant to clause 3.3 above, for a period of at least 12 months, to the satisfaction of Council; or
- 3.4.2 upon the execution of this Agreement, provide to Council a cash bond or bank guarantee for Council's estimated cost of completing the landscape works outstanding plus 25%, to ensure the completion and maintenance of all landscaped areas in accordance with the plans approved by Council pursuant to clause 3.3 above for a period of at least 12 months;

**3.5 Return of cash bond or bank guarantee**

Council will not return the cash bond or guarantee until the completion of all works and completion and maintenance of landscaped areas for 12 months in accordance with the plans approved by Council pursuant to clause 3.3 above, and until the Owner has requested in writing that Council return the bond or guarantee;

**3.6 Tree to be Retained**

the Owner must ensure that no Tree to be Retained is destroyed, felled, lopped, ringbarked, uprooted or pruned without the prior written consent of Council;

**3.7 Community Infrastructure Contribution**

the Owner of each lot must pay to Council a sum in the amount of \$450.00 as a community infrastructure contribution in respect of such lot, prior to the issue of a permit under the *Building Act* 1994 for a dwelling on such lot, such amount being subject to the amendment of the development contributions plan for the Subject Land;

**3.8 150 mm of topsoil to be provided and maintained on the Subject Land**

prior to the transfer of any lot the Owner must provide a minimum depth of 150 mm of topsoil conforming to EPA Classification of Wastes "Fill Material" in all areas of the Subject Land where residual surface soil contamination exceeds NEPM Level A, and the owner must maintain that 150 mm depth of topsoil at all times thereafter, all in accordance with the Statement of Environmental Audit and to the satisfaction of Council; and

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### **3.9 Soils excavated from the Subject Land**

any soil which is excavated from any part of the Subject Land must be classified and managed appropriately in accordance with EPA regulations and guidelines concerning the management of potentially contaminated soils applicable at the relevant time, including in relation to transport off-site and disposal to facilities appropriately licensed to accept potentially contaminated soils, all in accordance with the Statement of Environmental Audit and to the satisfaction of Council.

## **4. FURTHER OBLIGATIONS OF THE OWNER**

---

### **4.1 Notice and Registration**

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

### **4.2 Further actions**

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register 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 signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

### **4.3 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 preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

## **5. 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 for specified purposes.

## **6. OWNER'S WARRANTIES**

---

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

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**7. SUCCESSORS IN TITLE**

---

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

---

**8.1 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:

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

**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

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

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**AC602079P**



**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

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

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.



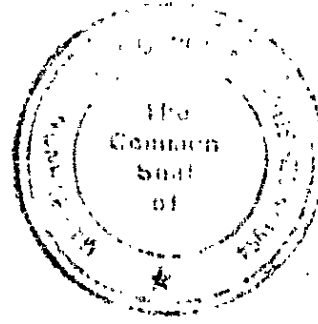
**AC602079P**

14/01/2004 \$59 173

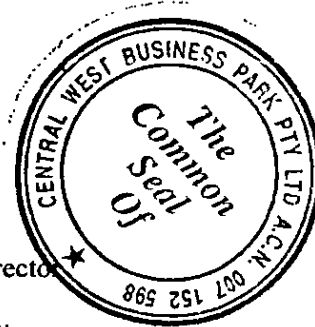


[3

THE COMMON SEAL of the CITY OF MARIBYRNONG was hereunto affixed in the presence of Anthony Smith, General Manager, Corporate Services Council Delegate:



THE COMMON SEAL of CENTRAL WEST BUSINESS PARK PTY LTD ACN 007 152 598 was affixed in the presence of authorised persons:



.....  
DEAN GIANNARELLI

Director

Full name

9 ASHLEY ST, W. FOOTSCRAY

Usual address

X ~~.....~~  
GIUSEPPE GIANNARELLI

Director (or Company Secretary)

Full name

9 ASHLEY ST,  
WEST FOOTSCRAY

Usual address

Mortgagee's Consent

Suncorp-Metway Limited as Mortgagee of registered mortgage No. X518350X consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....  
Soni Masou



.....  
Paul Paulino  
Solicitor that he is a Level I and II Attorney pursuant  
to the Solicitor's Act 1987 of November  
1987 and is duly qualified in the Permanent  
and Temporary that he is in the presence of:

) SUNCORP-METWAY Ltd.  
) A.C.N. 010 831 722  
) by its duly constituted  
) Attorney

.....  
*[Signature]*

AC602079P



'A'



DAC602079P-19-0

# CITY OF MARIBYRNONG

**Application No.** TP02/0448 Page 1 of 17

**PLANNING** Planning Scheme: Maribyrnong Planning Scheme

**PERMIT** Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified amended plans (four copies) 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 generally in accordance with the plans submitted with the application but modified to show:
  - a) Corner splays shall be provided to Councils requirements.
  - b) Building envelopes to accord with condition 17
  - c) Lot frontage widths to accord with the building envelope designs (for single and double garages).
  - d) Location of vehicle crossovers
2. A computed plan of subdivision must be submitted for endorsement by the Responsible Authority prior to certification approval.  
Such endorsed plan will form part of this permit.
3. The subdivision as shown on the endorsed plan must not be altered or modified without the prior written consent of the Responsible Authority.
4. Road works and drainage must be provided in accordance with engineering plans and specifications approved by the Maribyrnong City Council under Part 3 of the Subdivision Act 1988. Such plans and specifications must be in accordance with the provisions of Rescode (Clause 56 of the Maribyrnong Planning Scheme) and the Principles for the Planning of New Residential Development, August 1998 to the satisfaction of the Responsible Authority and must include:

Signature for the  
Responsible Authority

STATUTORY PLANNING

**AC602079P**

14/01/2004 \$59 173



DAC602079P-20-5

# CITY OF MARIBYRNONG

Application No. TP02/0448 Page 2 of 17

**PLANNING**

Planning Scheme: Maribyrnong Planning Scheme

**PERMIT**

Responsible Authority: CITY OF MARIBYRNONG

## ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

## THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

## CONDITIONS CONTINUED:

- Asphalt surfaced pavements and barrier edge kerb and channel, and 1.5 metre wide footpaths on each side of the street and court bowl.
- The colour of the concrete barrier edge kerb and channel, and footpaths.
- Underground drains to be provided and any other drainage works necessary for the transmission of drainage flows and associated works as required for outfall drainage within lands or road reserves.
- Any possible relocation of electricity poles and services adjoining the site.
- Design details of the intersection and treatment between South Road and the site entrance street, between stage 1 and 2.
- Street lighting and locations.
- Footpath details
- Vehicle crossings connecting between each lot and an adjoining road carriageway.
- Traffic management devices where appropriate.
- Line marking and street traffic signs.
- Location of Street trees.
- Reinstatement of the footpath and reserve in South Road adjoining the site.

The above works shown on the approved plan must be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988.

5. A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition, existing trees to be retained and an arborist report detailing the condition of the trees.

Date Issued 4/12/2002  
Planning and Environment Regulations 1988 Form 4 4

Signature for the  
Responsible Authority

STATUTORY PLANNING

# AC602079P

14/01/2004 \$59 173





DAC602079P-21-9

# CITY OF MARIBYRNONG

Application No. TP02/0448 Page 3 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.

Landscape works and Street tree planting as shown on the endorsed plan must be completed to the satisfaction of the Responsible Authority, prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works thereafter must be maintained for a period of 12 months to the satisfaction of the Responsible Authority.

6. Prior to the commencement of any works, use and development and certification/issue of a statement of compliance under the Subdivision Act 1988 for the residential use hereby permitted, for the land either:

a) A certificate of environmental audit must be issued for the land in accordance with Part 1XD of the Environment Protection Act 1970,

or

b) An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part 1XD of that Act that the environmental conditions of the land are suitable for the sensitive (residential) use.

A copy (3 copies) of the certificate of environmental audit and or statement, complete audit report and audit area plan must be submitted to the Responsible Authority.

Date Issued 4/12/2002  
Planning and Environment Regulations 1988 Form 4.4

Signature for the  
Responsible Authority

  
STATUTORY PLANNING **AC602079P**

14/01/2004 \$59 173  


# CITY OF MARIBYRNONG



DAC602079P-22-2

Application No. TP02/0448 Page 4 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.

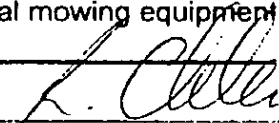
### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

7. The use and development (subdivision), buildings and works allowed by this permit must strictly comply with the directions and conditions of the Environment Protection Act 1970 Part 1XD certificate or statement of environmental audit issued for the land.
8. An additional Section 173 Agreement under the Planning and Environment Act 1987 may need to be entered into with the Responsible Authority depending on the conditions of the Statement of Environmental Audit. Any amendments must be approved by the Responsible Authority prior to the commencement of any works, use and development and may require further environmental assessment of the land.
9. Prior to the issue of a statement of compliance under the Subdivision Act 1988 a letter must be submitted to Council prepared by an Environmental Auditor appointed by the Environment Protection Authority under the Environment Protection Act 1970 to verify that the conditions of the statement of environmental audit issued for the land have been satisfied.
10. Any handling and disposal of site soil must be in accordance with the requirements of the Environment Protection Authority and the Environment Protection Act 1970.
11. An acoustic engineer accredited by the Association of Australian Acoustical Consultants must assess the impact of noise on the site and surrounds at all hours and recommend specifications to the design of dwellings and the nature and location of sound barriers.
12. The use and development, buildings and works allowed by this permit must strictly comply with the recommendations by the Acoustic Engineer. Any amendments must be approved by the Responsible Authority prior to the commencement of works, use and development.
13. The surface of each reserve and nature strip must be self draining, free of surface rock, stabilised with uniform grass cover, developed as shown on the landscape plan and brought to a condition to enable maintenance of conventional mowing equipment

Signature for the  
Responsible Authority

  
STATUTORY PLANNING

**AC602079P**





# CITY OF MARIBYRNONG



DAC602079P-23-6

**Application No.** TP02/0448 Page 5 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 14. A flood management plan which is to clearly indicate the situation in relation to the 1 in 100 year flood must be submitted to the Responsible Authority. The information to be included on the plan must include the direction of fall of the kerbs for all streets and an estimation of flows for all streets where there is a reasonable expectation of problems and all points where the flow leaves the site. (Particularly overland storm water flow relief points)

The flood management plan must also investigate any impact and have regard to the drainage flows from all adjoining land to the subject site.

The drainage system must ensure that the future built environment downstream is not inundated by major drainage flows or floodwaters.

- 15. Prior to the certification of the plan of subdivision, an open space concept plan must be prepared for the land to the satisfaction of the Responsible Authority. The plan must show the staging of the open space, function, integration and connections.

- 16. The owner must pursuant to Section 18 of the Subdivision Act provide Public Open Space as follows:

- (i) set aside on the Plan, for Public Open Space in a location satisfactory to the Council 5 percent of all the land in the Subdivision intended to be used for residential purposes.

OR

- (ii) pay or agree to pay to the Council 5 percent of the site value of all of the land in the Subdivision intended to be used for residential purposes.

OR

- (iii) A combination of (i) and (ii)

Signature for the  
Responsible Authority

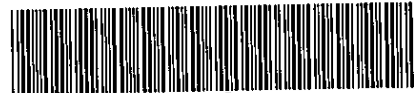
  
STATUTORY PLANNING

**AC602079P**



14/01/2004 \$59 173

# CITY OF MARIBYRNONG



DAC602079P-24-0

**Application No.** TP02/0448 Page 6 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

The land is to be valued on a day not more than 12 months before the date for payment of the public open space contribution.

- 17. Before the plan of subdivision can be certified the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. (Note a dealing number must be issued prior to certification as a result of the registration of the Agreement at the Land Titles Office.)

The matters covered by the agreement must include:

Only one dwelling (together with outbuildings normal to a dwelling) per lot except for any lots designated for dual occupancy (subject to a planning permit) on the endorsed plan, to be registered on the title of each lot created from the subdivision of the land.

Urban Design Guidelines and Building Envelopes to be prepared to the satisfaction of the Responsible Authority and to be registered on the title of each lot created from the subdivision of the land.

The Urban Design guidelines to be prepared for the subdivision must address the following matters;

- Building form/mass
- Building materials
- Roof type/form
- Fencing
- Frontage treatment .
- Setbacks



# CITY OF MARIBYRNONG



DAC602079P-25-3

**Application No.** TP02/0448 Page 7 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- Service fixtures
- Exterior colours
- Driveways
- Garage/carport (envelopes) setback min 5.5metres and not forward of the dwelling.
- Deleted
- Outbuildings
- Protection of existing trees
- Landscaping & maintenance
- Energy efficiency & solar access principles
- Sustainability principles
- The dwelling must satisfy either the specified thermal insulation criteria or house energy rating under the Building Code of Australia.
- Locating and encouraging the use of water tanks for garden watering.
- Acoustic measures for dwellings in accordance with the recommendation of an acoustic report.

A detailed Urban Design-Landscape Plan & Specification and a Street Tree Planting Plan & Specification providing proposed planting preparation, tree/plant botanical names and lawn areas of all reserves and walkways, including reserve fencing and park furniture. In addition existing trees to be retained and an arborist report detailing the condition of the trees.

The plans and specifications must be prepared by a qualified Landscape Architect and submitted for approval, not later than the date of lodging plans and specification for engineering works to the Responsible Authority.

Date issued 4/12/2002  
Planning and Environment Regulations 1986 Form 4.4

Signature for the  
Responsible Authority

STATUTORY PLANNING OFFICER

# AC602079P

14/01/2004 \$59 173



# CITY OF MARIBYRNONG



DAC602079P-26-7

Application No. TP02/0448 Page 8 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

Landscape works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge with Council a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the landscape works and the planting of trees then outstanding plus 25%. The trees and landscape works must thereafter be maintained for a period of 12 months to the satisfaction of the Responsible Authority.

Drainage works to be completed to the satisfaction of the Responsible Authority prior to the issue of a statement of compliance or lodge a bank guarantee or other suitable security to an amount estimated by Council to be the value of completing the drainage works plus 10%.

Any removal or pruning of the existing mature trees on the site must be with the written consent of the Responsible Authority.

A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.

The owner must pay the costs incurred by the Responsible Authority in respect of the preparation and registration of the agreement.

- 18. No polluted and or sediment laden run-off is to be discharged directly or in directly into drains or watercourses.

Condition 19 is a requirement of Melbourne Water.(ref 95888)

- 19.
  - a) Prior to the issue of a Statement of Compliance for each stage, the Owner shall enter into and comply with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.

# CITY OF MARIBYRNONG



DAC602079P-27-1

Application No. TP02/0448 Page 9 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- b) No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
- c) Prior to the certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.

**Conditions 20-22 are a requirement of Telstra (ref: PID 30865-2)**

- 20. Prior to a Statement of compliance being issued for each stage by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for the provision of Telecommunication Services to each lot created in the subdivision.
- 21. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- 22. The plan submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

**Conditions 23 & 24 are a requirement of TXU (Gas) (ref: 32510/S02-2312).**

- 23. Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- 24. The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Signature for the  
Responsible Authority

  
STATUTORY PLANNING **AC602079P**



# CITY OF MARIBYRNONG



DAC602079P-28-4

Application No. TP02/0448 Page 10 of 17

## PLANNING

Planning Scheme: Maribymong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

Condition 25 is a requirement of AGL Electricity. (ref: 108827)

25 The applicant Shall:

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

Conditions 26 - 28 are a requirement of City West Water (ref: 801/229/4420)

- 26. Prior to the issue of a Statement of Compliance for each stage, the owner shall enter into an agreement for the provision of water supply.
- 27. Prior to the issue of a Statement of Compliance for each stage, the owner shall enter into an agreement for the provision of sewerage.
- 28. Prior to certification, the Plan of Subdivision must be referred to City West Water in accordance with Section 8 of the Subdivision Act 1988.
- 29. Any clearing or construction activity associated with development on the land, should be carried out in accordance with "Construction Techniques for Sediment Pollution Control" EPA publication No. 275.

Signature for the  
Responsible Authority

  
STATUTORY PLANNING

**AC602079P**

14/01/2004 \$59 173



# CITY OF MARIBYRNONG



DAC602079P-29-8

Application No. TP02/0448 Page 11 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 30. Electricity supply is to be via underground reticulation and is to be negotiated with the Relevant Power supply Authority.
- 31. No lot created in the subdivision may be below the flood level as determined by the Responsible Authority.
- 32. Street lighting, street furniture and street name plates must be provided to a standard acceptable to the Maribyrnong City Council and at no cost to Council.
- 33. Fire hydrants must be provided, and located to the satisfaction of the Metropolitan Fire and Emergency services Board and the Maribyrnong City Council.
- 34. The owner must be responsible to meet the costs of all alterations to and reinstatement of the Maribyrnong City Council and any other Public Authority assets deemed necessary and required by such Authorities for the development. The owner must be responsible to obtain the prior specific written approval of the Maribyrnong City Council or other relevant Authority for such alterations and reinstatement's and must comply with conditions required by the said Authority in relation to the execution of such works.
- 35. Prior to the submission of plans for certification, a written request must be made to Council for approval of the proposed street names. The request must be accompanied by a plan of the subdivision nominating the proposed street names and any relevant information about the selection of the names.
- 36. The placement and disposal of all rock and earth surplus fill arising from the subdivision construction works within or adjacent to the subject land must be to the satisfaction of the Responsible Authority.

Signature for the  
Responsible Authority

  
STATUTORY PLANN

**AC602079P**

14/01/2004 \$59 173



# CITY OF MARIBYRNONG



**Application No.** TP02/0448 Page 12 of 17  
**Planning Scheme:** Maribyrnong Planning Scheme  
**Responsible Authority:** CITY OF MARIBYRNONG

## PLANNING

## PERMIT

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 37. The holder of this permit must ensure that wherever approved engineering construction plans for road works and drainage show filling exceeding 400mm compacted depth (at finished surface level) within that portion of any lot created by the subdivision likely to be used for buildings, the existence of such filling must be made clear and known to any prospective purchaser of the relevant lot, also that the information contained in the approved engineering construction plans for roadworks and drainage regarding filling on any residential lot must be referred to (where applicable) when completing a Statement pursuant to Section 32 of the Transfer of Land Act.
- 38. The land shown on the subdivision plan for the purpose of any reserve must be transferred to the Maribyrnong City Council upon registration of the appropriate Plan of Subdivision by the Land Titles Office.
- 39. All proposed infrastructure construction plans & works are to be designed and constructed to the Responsible Authority's standards, specifications, policies, requirements, etc, including but not limited to Hyder Consulting / City of Maribyrnong Drainage Design Guide 2000, MCC Road & Drainage Design Guidelines. Council may require supporting information to be submitted to satisfy design proposals.
- 40. Temporary infrastructure along with any associated easements as considered necessary by Council shall be provided to address the issues created by the staging of the subdivision.
- 41. An outfall drain designed and constructed to Council's satisfaction and connected to another drain satisfactory to Council shall be provided to drain this subdivision. The outfall drain shall be within an easement acceptable to Council. Alternately Council will consider the acceptance of existing drainage infrastructure for outfall drainage subject to the applicant proving the adequacy of the existing drain for the purpose, providing an easement satisfactory to Council over the existing drain and the applicant entering into a section 173 agreement agreeing to:

Signature for the  
 Responsible Authority

*[Signature]*  
 STATUTORY PLANN

# AC602079P





# CITY OF MARIBYRNONG



**Application No.** TP02/0448 Page 13 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

**The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.**

### CONDITIONS CONTINUED:

- replace the existing drain with a new drain within the road reservation of subsequent stages when these proceed.
  - remove and reinstate the existing drain and any temporary assets constructed or other action as agreed by Council.
42. Any cut, fill or structure must not adversely affect the natural storm water runoff from and to adjoining properties.
  43. Any work within the road reservation must be carried out to standards set by Vic Roads & Council's Infrastructure Planning & Construction Branch or other standards agreed by them.
  44. Stormwater run-off from the site must not cause any adverse impact to the public, any adjoining site or Council asset.
  45. The whole site including the subject & surrounding land(s) must be drained to the satisfaction of Council's Infrastructure Planning & Construction branch including the possible installation of onsite stormwater detention infrastructure, gross pollutant trap(s), etc.
  46. Any underground stormwater drainage connection to the pipe / creek / river, downstream of the property, must be to the satisfaction and approval of the Melbourne Water Authority.
  47. The Developer must provide for the entire frontage to South Road at their own expense, civil infrastructure works & construction plans to Council's Assets & Open Space branch satisfaction.
  48. The civil infrastructure works to include but not limited to, the construction of footpaths, naturestrips, driveways, kerb & channel, laybacks, sealed parking bays, road pavement, wearing course, fully constructed sealed service road, etc, all to the satisfaction of Council's Assets & Open Space branch.

Signature for the  
Responsible Authority

  
STATUTORY PLANNING

**AC602079P**



# CITY OF MARIBYRNONG



DAC602079P-32-1

**Application No.** TP02/0448 Page 14 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 49. All existing service Authorities & Council's infrastructure, including poles, pits, pipes, etc located external to and directly abutting the subject land including services in the neighbouring vicinity and effected by the Developer's proposed works, must be adjusted, reconstructed, modified, relocated, etc to the satisfaction of Council's Infrastructure Planning & Construction branch & the relevant Service Authorities and entirely at the Developer's expense.
- 50. All existing redundant vehicle access laybacks & or driveway crossings, external to, and directly abutting the subject land must be removed and reinstated to the satisfaction of Council's Infrastructure Planning & Construction branch and all at the Developer's expense.
- 51. The Developer must pay for all costs associated with signage necessitated by Developer's proposed works, all to the satisfaction of Vicroads & Council's Infrastructure Planning & Construction branch.
- 52. A road opening permit from Council is required for any work(s) and road openings within the road reserve, including the naturestrip.
- 53. A construction zone permit will be required from Council to allow parking of construction vehicles for longer than the permitted times.
- 54. Before the developer transfers the POS Reserve to Council, the Developer is to pay for the construction of the fence abutting all allotments. Council is to be liability free in regard to the construction of the fence.
- 55. The owner shall be responsible for the loss of value of or damage to Council's assets as a result of the development. Reinstatement or modification of the asset to Council's satisfaction will be required or compensation to the value of Council's loss paid by the Developer.

Signature for the Responsible Authority

*[Handwritten Signature]*  
STATUTORY PLANNING

**AC602079P**

14/01/2004 \$59 173

# CITY OF MARIBYRNONG



DAC602079P-33-4

**Application No.** TP02/0448 Page 15 of 17

## PLANNING

**Planning Scheme:** Maribyrnong Planning Scheme

## PERMIT

**Responsible Authority:** CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 56. The developer shall be required to provide treatments at the ends of non-continuous roads (as a result of staging the subdivision) as required by Council including providing additional land to enable this to occur.
- 57. The developer shall be required to provide as constructed plans to Council at the conclusion of the project in both digital and hard copy formats along with other statistical information.
- 58. The developer shall be required to pay design approval and supervision fees for the proposed works plus any fees relevant to approval of existing infrastructure.
- 59. Council's approval is required for all services proposed to be installed within and for the subdivision and checking and supervision fees may be payable for some components.
- 60. The disused Creal Ave access should be deleted to Council's satisfaction.
- 61. Public lighting shall be provided to Council's satisfaction.
- 62. Any fencing along the common boundary between a lot and a reserve or walkway as shown on the subdivision plan must be designed to the satisfaction of the Responsible Authority and erected prior to the issue of a statement of compliance under Section 21 of the Subdivision Act 1988 and at no cost to the Maribymong City Council.
- 63. Nothing in the permit hereby issued shall be construed to allow the removal of, damage to or pruning of any street tree without the further written consent of the Responsible Authority.
- 64. A written request to Council's Assets and Open Space Branch must be made if removal of a street tree is required. A fee for removal and compensation, based on the value of the tree, will be required to be paid to Council

Signature for the  
Responsible Authority

STATUTORY PLANNING

**AC602079P**

14/01/2004 \$59 173

# CITY OF MARIBYRNONG



Application No. TP02/0448 Page 16 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.

### CONDITIONS CONTINUED:

- 65. Suitable screening and site management must be implement to prevent the emission of dust from the construction area to adjoining properties and roadways and must be managed to the satisfaction of the Responsible Authority.
- 66. The land owner and all its successors in title or transferees must, upon release for private sale of each of the lots, created by the subdivision, include in the Vendor's Statement pursuant to Section 32 of the Sale of Land Act 1962 annexed to the contract of sale for the sale of land, a copy of the Design Guidelines, Building envelope plan and certificate or statement of environmental audit for the land.

#### *Future Subdivision*

- 67. Stage 3 of the subdivision will require Air Force Ave (road R-1) to have a north-south road provided at a location approximately 30 metres (one lot length) from the eastern boundary of the limit of the subdivision, that will provide/allow improved service vehicle circulation throughout the future subdivision.

#### *Time*

- 68. This permit will expire if:
  - The subdivision is not certified within two years from the date of this permit.
  - The subdivision is not completed within five years of the date of certification of the initial Plan of Subdivision.
  - The Responsible Authority may extend the periods referred to if a request is made in writing before, or within three months of the relevant expiry date.

Signature for the Responsible Authority

*[Signature]*  
STATUTORY PLAN

**AC602079P**

14/01/2004 \$59 173





DAC602079P-35-1

# CITY OF MARIBYRNONG

Application No. TP02/0448 Page 17 of 17

## PLANNING

Planning Scheme: Maribyrnong Planning Scheme

## PERMIT

Responsible Authority: CITY OF MARIBYRNONG

### ADDRESS OF THE LAND:

9-67 Ashley St, Braybrook

**This permit was amended on 8 December 2003, pursuant to Section 73 of the Planning and Environment Act 1987 to remove point 11 in condition 17 which required that lots with frontages less than 13 metres have single garage envelopes.**

### THE PERMIT ALLOWS:

**The subdivision of land into 36 lots in two stages in accordance with PS 509874 Y.**

### NOTATIONS:

A community infrastructure contribution of \$450 per net new dwelling will be payable by the owners at the building approval stage, prior to the issue of a building permit.

Any handling, storage and disposal of site soil must be in accordance with the requirements of Environment Protection Authority disposal of soil guidelines, the Environment Protection Authority and the Environment Protection Act 1970.

Melbourne Water notes: If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Minh Ha on telephone 9235 2237, quoting Melbourne Water's reference 82442.

### Applicant:

Tract Consultants P/L  
195 Lennox Street  
Richmond 3121

Signature for the  
Responsible Authority

  
STATUTORY PLANNING OFFICER

Date Issued 4 / 12 / 2002.  
Planning and Environment Regulations 1988 Form 4.4

# AC602079P

14/01/2004 \$59 173





13

WEST CENTRAL PARK AVENUE

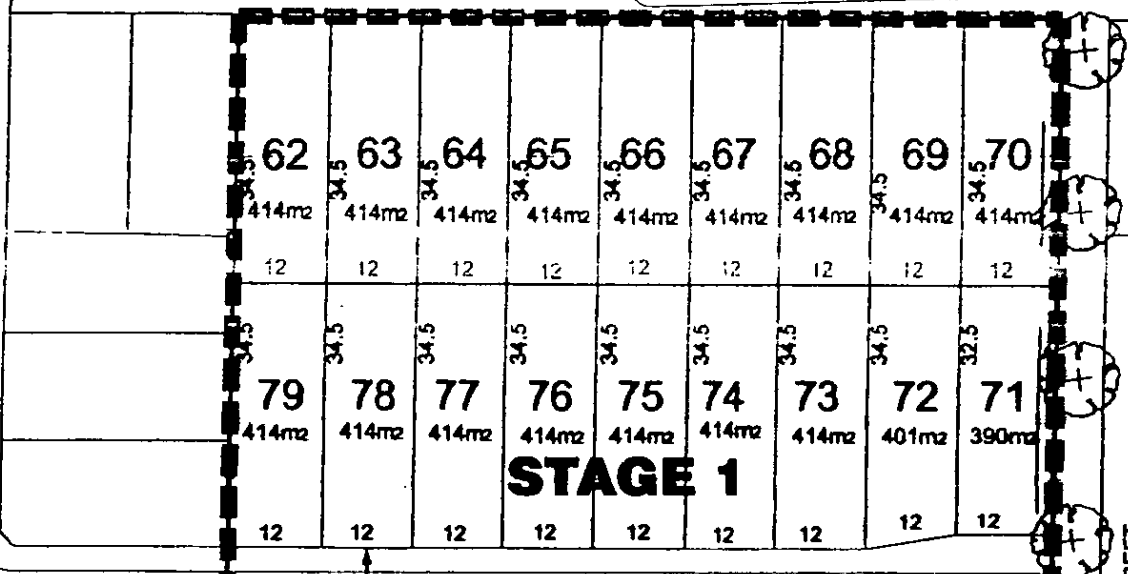
VACANT LAND

DAY

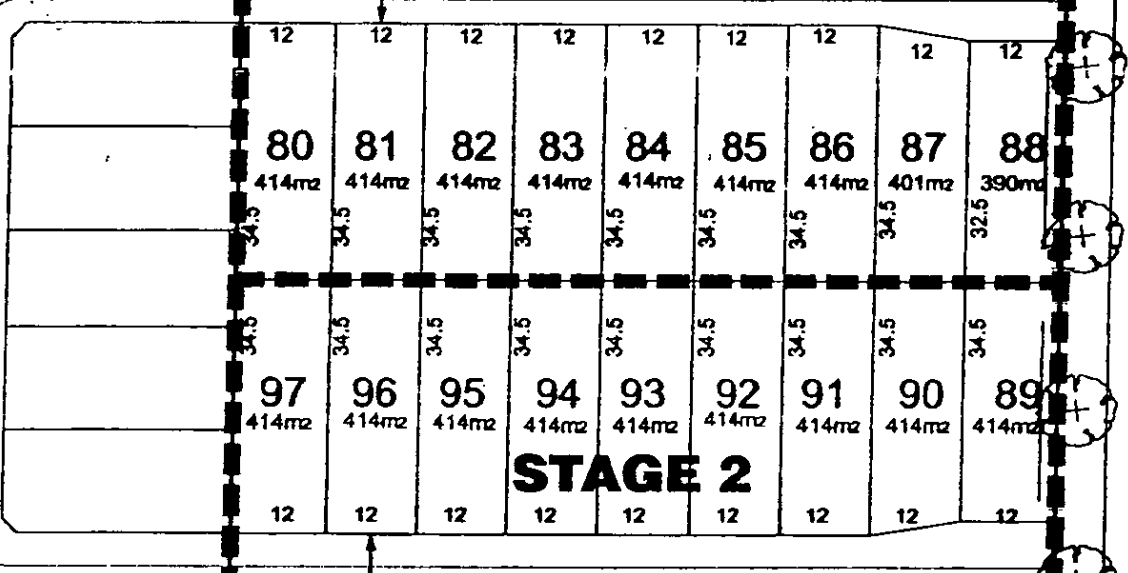
VACANT LAND

THOMAS STREET

off street p



WINJEEL COURT



AIR FORCE AVENUE

# CITY OF MARIBYRNONG ENDORSEMENT

PLANNING & ENVIRONMENT ACT 1987  
(AS AMENDED)  
MARIBYRNONG PLANNING SCHEME  
THIS PLAN IS HEREBY APPROVED AND FORMS  
PAGE 1 OF 3 OF THE  
PLAN REFERRED TO IN PLANNING PERMIT

## AC602079P



No. TP02/0448

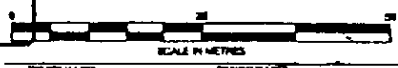
*R. Chiland*

18-12-2003

WEST CENTRAL PARK ESTATE - SOUTH ROAD, BRAYBROOK

SIGNED FOR AND ON BEHALF OF THE RESPONSIBLE AUTHORITY

DATE



PROJECT NUMBER 301274	DRAWN RC	CHECKED FH	APPROVED AR
DATE DEC 03			

THIS PLAN IS APPROVED FOR THE CITY OF MARIBYRNONG  
ON THE BASIS OF THE INFORMATION PROVIDED  
AND IS VALID FOR THE PERIOD OF 12 MONTHS  
FROM THE DATE OF ENDORSEMENT  
UNLESS OTHERWISE SPECIFIED



DRC602079P-37-9

WEST CENTRAL PARK AVENUE

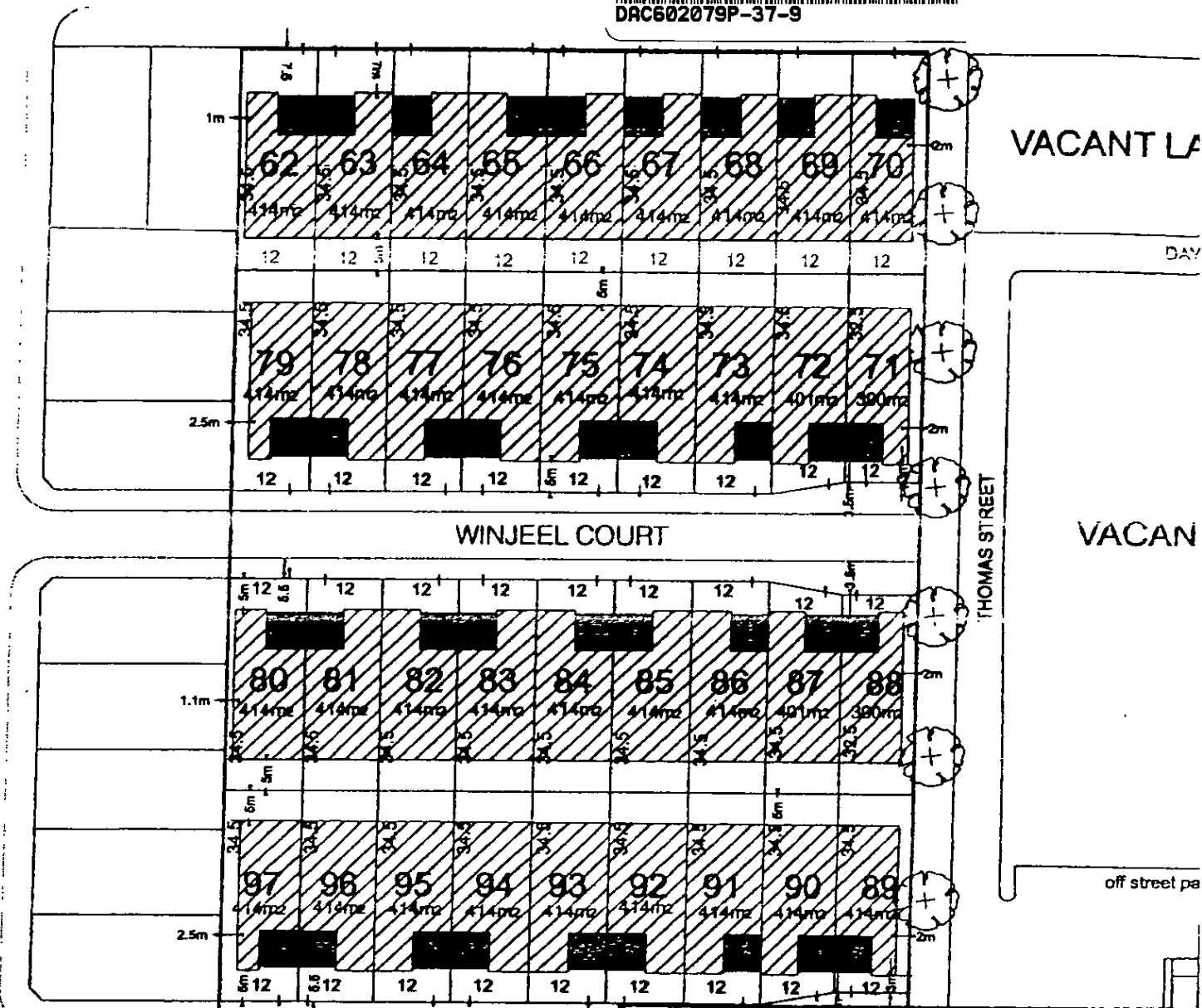
VACANT LA

DAY

VACAN

THOMAS STREET

off street pa



AIR FORCE AVENUE

**CITY OF MARIBYRNONG**  
**ENDORSEMENT**

PLANNING & ENVIRONMENT ACT 1987  
 (AS AMENDED)  
 MARIBYRNONG PLANNING SCHEME  
 THIS PLAN IS HEREBY APPROVED AND FORMS  
 PAGE 2 OF 3 OF THE  
 PLAN REFERRED TO IN PLANNING PERMIT

No. TP02/0448

*R. Cleland* 18-12-2003  
 SIGNED FOR AND ON BEHALF OF THE RESPONSIBLE AUTHORITY DATE

**AC602079P**

14/01/2004 \$59 173



WEST CENTRAL PARK ESTATE - SOUTH ROAD E



PROJECT NUMBER	DRAWING NUMBER	REVISION
301274	PD 04	01
DATE	DRAWN	CHECKED
DEC 03	RC	FH
		APPROVED
		AR

THIS DOCUMENT IS THE PROPERTY OF THE CITY OF MARIBYRNONG. IT IS LOANED TO YOU BY THE CITY OF MARIBYRNONG. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THIS PLAN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE CITY OF MARIBYRNONG.

**LEGEND**

1 OR 2 STOREY DWELLING:  
 -minimum front and rear setback: as annotated.  
 \*First Floor to be setback from boundary in accordance with ResCode (Clause 54) provision of the Maribyrnong Planning Scheme

DOUBLE GARAGE:  
 -minimum dimensions: 6x6m  
 -minimum front setback: 5.5m unless annotated differently  
 -second storey encouraged above garage

APPROXIMATE LOCATION OF DRIVEWAY ENTRY

SUBDIVISION - STAGE BOUNDARY

101

# Statement of Audit

SECTION 13

## ENVIRONMENT PROTECTION ACT 1970 STATEMENT OF ENVIRONMENTAL AUDIT

I, Kenneth N Mival, of LRS Australia Pty Ltd, a person appointed by the Environment Protection Authority ("the Authority") under the *Environment Protection Act 1970* ("the Act") as an environmental auditor for the purposes of the Act, having:

1. Been requested by *Mr Antonio Cirillo, subsequently Mr Denis Horley, of DDG Developments Pty Ltd* to issue a certificate of environmental audit in relation to the site located at *Lot Numbers 62 to 97, on proposed plan of subdivision PS509874 Yst South Road, West Foorseray, Victoria* (the site) identified as land included in *Part of Crown Allotment 8 Section 12, Portion 17 (PART) in the Parish of Cut-paw-paw, County of Bourke, LTO Base Record title reference SDMB-METRO, owned/occupied by DDG Developments Pty Ltd*
2. Had regard to, amongst other things:
  - i. Guidelines issued by the Authority for the purposes of part DXD of the Act;
  - ii. The beneficial uses that may be made of the site; and
  - iii. Relevant State environment protection policies/industrial waste management policies, namely:
    - SEPP 'Groundwaters of Victoria', dated December 1997;
    - SEPP Waters of Victoria 1988 including Schedule F6 "Waters of Port Phillip Bay" 1999 and Schedule F7 "Waters of the Yarra Catchment" as updated June 2003
    - SEPP Prevention and Management of Contamination of Land 2002

In making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the site by any industrial processes or activity, waste or substance (including any chemical substance), and

completed an environmental audit report in accordance with section 53X of the Act, a copy of which has been sent to the Authority and the relevant planning and responsible authority

HEREBY STATE that I am of the opinion that:

The site is suitable for the beneficial uses associated with:

- Residential Use
- Recreation/Open Space
- Commercial Use and/or
- Industrial Use



subject to the following conditions attached thereto:

- Sub-division of land is required to be completed in accordance with, or for residential lots of similar size to, the proposed sub-divisional lots indicated on Proposed Plan of Sub-

**AC602079P**

14/01/2004 \$59 173







DAC602079P-39-6

SECTION 13

division PS 509871 V referenced by this audit.

- Prior to completion of sale of residential lots, a minimum 150mm layer of topsoil conforming to EPA Classification of Wastes "Fill Material" is to be provided in areas where residual surface soils contamination exceeds NEPM Level A, on residential lots.
- All soils excavated on the site must be classified and managed appropriately in accordance with EPA regulations and guidelines concerning management of potentially contaminated soils applicable at the relevant time, including in relation to transport off-site and disposal to facilities appropriately licensed to accept potentially contaminated soils.

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, the reasons for which are presented in the environmental audit report. The terms and conditions that need to be complied with before a Certificate of Environmental Audit may be issued are set out as follows:

- Removal of remaining soils contaminated with low concentrations of metals and dieldrin

Other related information:

It is recommended that no groundwater be abstracted from the site for any beneficial use unless assessed and approved by an EPA appointed Environmental Auditor for the proposed beneficial use, or for the purpose of monitoring groundwater quality

This Statement forms part of an environmental audit report by URS Australia Pty Ltd for Stage 2, South Road, West Footscray, Victoria; Report reference S:\Projects\51705\002\Stage 2 Audit R001 Rev0.doc, and dated 17 December 2003. Further details regarding the condition of the site may be found in the environmental audit report and should be read in conjunction with this Statement.

Dated: 17<sup>th</sup> December 2003

Signed: [Signature]

ENVIRONMENTAL AUDITOR

AC602079P

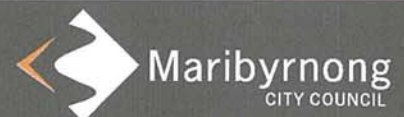
14/01/2004 \$59

173



URS

# VALUATION AND RATE NOTICE Period 1 July 2019 to 30 June 2020



**Maribyrnong City Council**  
 Cnr of Napier and Hyde Streets,  
 Footscray  
 PO Box 58, Footscray, Vic 3011  
 ABN 86 517 839 961

P: (03) 9688 0200  
 F: (03) 9687 7793  
 rates@maribyrnong.vic.gov.au  
 www.maribyrnong.vic.gov.au  
 Office Hours: Monday to Friday 8.30am - 5pm

Date issued: **20/08/2019**  
 Ward: **STONY CREEK**



Q N Nguyen  
 23 Air Force Avenue  
 BRAYBROOK VIC 3019



023  
 1015464  
 R2\_14003

Assessment Number  
**137068**

**MINIMUM PAYMENT DUE**

**\$749.97**  
 due  
**30/09/2019**

**Late Payments**  
 10% pa interest  
 will be charged on  
 late payments from  
 relevant instalment  
 due date

**Property Location** 23 Air Force Avenue BRAYBROOK VIC 3019  
**Legal Description** LOT: 94 PS: 509874 -: V:10827/F:688  
**AVPC CODE** 110 : Detached Home

GENERAL RATE RESIDENTIAL	\$860,000.00	x	\$0.00294654	\$2,534.02
MUNICIPAL CHARGE				\$20.00
WASTE SERVICE CHARGE				\$157.65
GREEN WASTE 240 LT				\$124.00
FIRE CIV RESIDENTIAL	\$860,000.00	x	\$0.00005500	\$47.30
FIRE FIXED RESIDENTIAL				\$111.00
<b>TOTAL</b>				<b>\$2,993.97</b>

Date of valuation	1/01/2019
Capital improved value	\$860,000
Site value	\$415,000
Net annual value	\$43,000
1st instalment 30/09/2019	\$749.97
2nd instalment 30/11/2019	\$748.00
3rd instalment 28/02/2020	\$748.00
4th instalment 31/05/2020	\$748.00

*payment id*  
 50044767416  
 2 oct.

Payments received after 20/08/2019 are not included on this notice

\*3205 1370683

Assessment Number

Lump Sum Amount

1st Instalment

Billers Code: 626275  
 Ref No.: **1370 683**

Billpay Code: 3205  
 Ref No.: **1370 683**

Assessment: **137068**  
 Rate payer: **Q N Nguyen**  
 Property location:  
**23 Air Force Avenue BRAYBROOK VIC 3019**  
 Amount payable: **\$749.97**

BPAY® this payment via Internet or phone banking.  
 BPAY View® - View and pay this bill using internet banking.  
 BPAY View Registration No.: 1370 683

Pay in person at any post office,  
 phone 13 18 16 or go to  
 postbillpay.com.au



# PAYMENT OF RATES AND CHARGES

FOR MORE INFORMATION PLEASE GO TO [www.maribyrnong.vic.gov.au/Residents/Rates](http://www.maribyrnong.vic.gov.au/Residents/Rates)

## PAYMENT OF RATES

Payment of rates is by four instalments, the first instalment must be paid by 30 September 2019. The remaining instalments must be paid no later than the specified dates being:

Second Instalment	30 November 2019
Third Instalment	28 February 2020
Fourth Instalment	31 May 2020

Payment not received on or before the instalment due dates will be charged interest.

Any ARREARS shown on this notice are due immediately. Legal action may be taken without further notice to recover unpaid rates and charges.

## PRE-PAYMENT OPTION

Maribyrnong City Council has elected that rates and charges for 2019/20 be paid by instalments. Ratepayers are advised that they may pay the whole amount of rates and charges in one payment if they choose to do so by same due date as first instalment.

Council must receive a minimum of the instalment amount on or before each instalment date to avoid the interest penalty rate of 10% per annum.

Payments will be allocated as follows:

- 1 Legal costs owing (if any)
- 2 Interest owing (if any)
- 3 Arrears owing (if any)
- 4 Current rates owing

## PENALTY INTEREST RATES ACT 1983

The interest rate charge on all overdue rates and charges is fixed under the *Penalty Interest Rates Act 1983*. The rate that will apply for this financial year is 10% per annum.

## RATE NOTICE APPEAL

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days after receipt of the original notice, give to the Council, (in the prescribed form) notice that you intend to appeal to the County Court. Appeals may only be lodged on the following grounds (a) that the land was not rateable land, (b) that the rate or charge was calculated incorrectly, (c) that the person levied with the rate or charge was not liable to be rated. We suggest you contact Council's Revenue Services on 9688 0200 prior to any formal appeals as Council staff may be able to resolve your concerns.

## PENSIONER RATE REBATE

If you have a Pensioner Concession Card, you may be eligible for a rebate on your rates. Please contact the Council on 9688 0200 if a rate rebate does not appear on the original rate notice.

## DIFFERENTIAL RATES

If you are aggrieved by a differential rating classification you can appeal to VCAT under Section 183 of the *Local Government Act 1989* within the prescribed period. Please provide Council a notice of your intention to Appeal for Rate Notice or Differential Appeal.

## FINANCIAL HARDSHIP DEFERRALS AND WAIVERS

If you are having difficulties paying your rates, please contact Council on 9688 0200 to discuss a suitable arrangement or email [patsy.bucci@maribyrnong.vic.gov.au](mailto:patsy.bucci@maribyrnong.vic.gov.au) providing your financial situation and payment plan.

## CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS

Notification of change of ownership is the responsibility of the purchaser and failure to give this notification to Council in the prescribed format carries a penalty as per the *Local Government Act 1989*.

A Notice of Acquisition must be lodged within one month of sale/settlement of property. Any mailing address changes MUST be notified in writing to Council immediately.

## PRIVACY STATEMENT

The personal information requested on this form is being collected for the purpose of issuing and collecting municipal rates. The information will be used by Council for these primary purposes or directly related purposes. Council will disclose your personal information to other government agencies, in relation to works that may potentially affect you or your property; or debt collection agencies (where rates remain unpaid). The information provided will not otherwise be disclosed unless required by law.

Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on 9688 0200.

For more information refer to our Privacy Policy at [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au)

## OBJECTION AGAINST VALUATION

Sections 16, 17 and 18 of the *Valuation of Land Act 1960* allows you to lodge an objection to the valuation of the above described property. Objections to Council Rate Notices must be lodged on the prescribed form within TWO MONTHS from the date the original rate notice was issued. This form may be obtained from Council's Revenue Services during normal business hours.

Following lodgement of an objection Council will undertake a review of your valuation and advise you of the decision. If you remain dissatisfied you may appeal to the Victorian Civil and Administrative Tribunal under Section 22 of the *Valuation Land Act 1960*.

Please contact Revenue Services on 9688 0200 if you wish to discuss your objection and/or request the prescribed form.

Notice is also given that Council valuations may be used by the State Revenue Office for the purpose of charging land tax. Further information can be found on the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

Even if you have lodged an objection, you must continue paying your rates and charges until your objection is resolved to avoid interest charges.



## ARE YOU DEAF, SPEECH OR HEARING IMPAIRED?

Contact Council through the National Relay Service using one of the methods below. Once you are connected ask for **03 9688 0200**.

**133 677** for TTY users

**1300 555 727** for Speak and Listen (speech-to-speech) users

[www.iprelay.com.au](http://www.iprelay.com.au) for Internet Relay users

## Payment Options



### Online/BPOINT

Go to [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au) select > Make a payment and pay online using MasterCard or Visa.



### In Person at Council Offices

Please present notice intact at the Council. Payments may be made by cash, cheque, credit card or EFTPOS.

Please make cheques payable to: 'Maribyrnong City Council'.  
Cnr Hyde & Napier Streets,  
Footscray

See Council's website: [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au)



Post  
Billpay

### Australia Post

Pay in-store at Australia Post.

OR

### CREDIT CARD PAYMENTS

By phone 13 18 16 using the Post Billpay details on the front of this notice.

OR

### INTERNET PAYMENTS

Online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay) using the details on the front of this notice.



### Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your notice.

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



### Mail

Post with payment to Maribyrnong City Council PO Box

Please make cheques payable to: 'Maribyrnong City Council'. Please note that receipts will not be issued for mailed payments.



# FOURTH INSTALMENT NOTICE

## Maribyrnong City Council

Cnr of Napier and Hyde Streets,  
Footscray  
PO Box 58, Footscray, Vic 3011  
ABN 86 517 839 961

P: (03) 9688 0200 Period 1 July 2019 to 30 June 2020  
F: (03) 9687 7793  
rates@maribyrnong.vic.gov.au  
www.maribyrnong.vic.gov.au  
Office Hours: Monday to Friday 8.30am - 5pm



Date issued: **26/04/2020**  
Ward: **Stony Creek**



Q N Nguyen  
23 Air Force Avenue  
BRAYBROOK VIC 3019



023  
I012999  
R2\_8429

Assessment Number	
<b>137068</b>	<b>Late Payments</b>
<b>MINIMUM PAYMENT DUE</b>	10% pa interest will be charged on late payments from relevant instalment due date
<b>\$748.00</b>	
<b>Due</b>	
<b>31 May 2020</b>	

**Property Location** 23 Air Force Avenue BRAYBROOK VIC 3019  
**Legal Description** LOT 94 PS 509874 - V10827/F688

4th Instalment	Current	Total
	<b>\$748.00</b>	<b>\$748.00</b>

1st instalment 30/09/2019	
2nd instalment 30/11/2019	
3rd instalment 28/02/2020	<i>paper id</i> 50047037705
4th instalment 31/05/2020	<b>\$748.00</b>
<b>Total Balance Due</b>	<b>\$748.00</b>

Please Note: Payments made after 26th April 2020 are not included on this notice.



\*3205 1370683

**BPAY** Biller Code: 626275  
Ref No.: 1370 683



Billpay Code: 3205  
Ref No.: 1370 683

**BPAY** this payment via Internet or phone banking.  
**BPAY View** - View and pay this bill using internet banking.  
**BPAY View Registration No.:** 1370 683

Pay in person at any post office,  
phone 13 18 16 or go to  
postbillpay.com.au

Assessment: 137068

Rate payer: Q N Nguyen

Property location:  
23 Air Force Avenue BRAYBROOK VIC 3019

Amount payable: **\$748.00**



# PAYMENT OF RATES AND CHARGES

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The interest rate charge on all overdue rates and charges is fixed under the *Penalty Interest Rates Act 1983*. The rate that will apply for this financial year is 10% per annum.

## RATE NOTICE APPEAL

Section 184 of the *Local Government Act 1989* provides that if you are aggrieved by the rate or charge levied by this notice you may within 60 days after receipt of the original notice, give to the Council, (in the prescribed form) notice that you intend to appeal to the County Court. Appeals may only be lodged on the following grounds (a) that the land was not rateable land, (b) that the rate or charge was calculated incorrectly, (c) that the person levied with the rate or charge was not liable to be rated. We suggest you contact Council's Revenue Services on 9688 0200 prior to any formal appeals as Council staff may be able to resolve your concerns.

## PENSIONER RATE REBATE

If you have a Pensioner Concession Card, you may be eligible for a rebate on your rates. Please contact the Council on 9688 0200 if a rate rebate does not appear on the original rate notice.

## DIFFERENTIAL RATES

If you are aggrieved by a differential rating classification you can appeal to VCAT under Section 183 of the *Local Government Act 1989* within the prescribed period. Please provide Council a notice of your intention to Appeal for Rate Notice or Differential Appeal.

## FINANCIAL HARDSHIP DEFERRALS AND WAIVERS

If you are having difficulties paying your rates, please contact Council on 9688 0200 to discuss a suitable arrangement or email [patsy.bucci@maribyrnong.vic.gov.au](mailto:patsy.bucci@maribyrnong.vic.gov.au) providing your financial situation and payment plan.

## CHANGE OF OWNERSHIP AND/OR MAILING ADDRESS

Notification of change of ownership is the responsibility of the purchaser and failure to give this notification to Council in the prescribed format carries a penalty as per the *Local Government Act 1989*.

A Notice of Acquisition must be lodged within one month of sale/settlement of property. Any mailing address changes MUST be notified in writing to Council immediately.

## PRIVACY STATEMENT

The personal information requested on this form is being collected for the purpose of issuing and collecting municipal rates. The information will be used by Council for these primary purposes or directly related purposes. Council will disclose your personal information to other government agencies, in relation to works that may potentially affect you or your property; or debt collection agencies (where rates remain unpaid). The information provided will not otherwise be disclosed unless required by law.

Requests for access to and/or amendment of the information provided may be made to Council's Privacy Officer on 9688 0200.

For more information refer to our Privacy Policy at [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au)

## OBJECTION AGAINST VALUATION

Sections 16, 17 and 18 of the *Valuation of Land Act 1960* allows you to lodge an objection to the valuation of the above described property. Objections to Council Rate Notices must be lodged on the prescribed form within TWO MONTHS from the date the original rate notice was issued. This form may be obtained from Council's Revenue Services during normal business hours.

Following lodgement of an objection Council will undertake a review of your valuation and advise you of the decision. If you remain dissatisfied you may appeal to the Victorian Civil and Administrative Tribunal under Section 22 of the *Valuation Land Act 1960*.

Please contact Revenue Services on 9688 0200 if you wish to discuss your objection and/or request the prescribed form.

Notice is also given that Council valuations may be used by the State Revenue Office for the purpose of charging land tax. Further information can be found on the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au)

Even if you have lodged an objection, you must continue paying your rates and charges until your objection is resolved to avoid interest charges.



## ARE YOU DEAF, SPEECH OR HEARING IMPAIRED?

Contact Council through the National Relay Service using one of the methods below. Once you are connected ask for **03 9688 0200**.

**133 677** for TTY users

**1300 555 727** for Speak and Listen (speech-to-speech) users

[www.iprelay.com.au](http://www.iprelay.com.au) for Internet Relay users

## Payment Options



### Online/BPOINT

Go to [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au) select > Make a payment and pay online using MasterCard or Visa.



### In Person at Council Offices

Please present notice intact at the Council. Payments may be made by cash, cheque, credit card or EFTPOS.

Please make cheques payable to: 'Maribyrnong City Council', Cnr Hyde & Napier Streets, Footscray

See Council's website:



### Australia Post

Pay in-store at Australia Post.

OR

### CREDIT CARD PAYMENTS

By phone 13 18 16 using the Post Billpay details on the front of this notice.

OR

### INTERNET PAYMENTS

Online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay) using the details on



### Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your notice.

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



### Mail

Post with payment to Maribyrnong City Council PO Box 58 Footscray 3011

Please make cheques payable to: 'Maribyrnong City Council'. Please note that receipts will not be issued for mailed payments.





City West Water™

My account number is

1251 1058 7123

Invoice No. T540712773

Service Address 23 Air Force Avenue Braybrook  
Lot 94 Plan 509874

Issue Date 22 May 2020

Emergencies (24 hours) 132 642

Enquiries (8.30am-5.00pm Mon-Fri) 131 691

Interpreter Service 9313 8989

Payment difficulties 131 691

A number of payment assistance programs are available

Mail Locked Bag 350 Sunshine Vic 3020

ABN 70 066 902 467

citywestwater.com.au



323433-001 000960(3951) D023  
MRS Q N NGUYEN  
C/O MRS HOAN T NGUYEN  
23 AIR FORCE AVENUE  
BRAYBROOK VIC 3019



### Account summary

	PREVIOUS BILL	-\$9.19
	RECEIVED	\$0.00
	<b>BALANCE</b>	<b>-\$9.19</b>
	YOUR USAGE	\$72.17
	NETWORK CHARGES	\$121.44
	OTHER CHARGES	\$25.52
	ADJUSTMENTS	-\$82.24
	<b>PLEASE PAY</b>	<b>\$127.70</b>

receipt 92679100  
19/6

Government Concession is granted on this bill.

## Having trouble paying your bill?

We are here to help and have a range of payment options to support you at this time.

Call us on 131 691 Monday to Friday 8.30am-5.00pm or visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to find out more.



Call us today

# Details of charges - Residential

Previous Bill -\$9.19  
 Previous bill -\$9.19  
 Payments Received

**BALANCE FORWARD** -\$9.19

Usage Charges Meter number	Bill days	Previous Reading	Current Reading	Consumption in kilolitres	Rate \$	Total \$
MAF506281	86	00954	00976	22.00	(meter read date: 20/05/2020)	

Total Water Consumed		
Usage Step 1 (25/02/2020 to 20/05/2020)	22.00	\$59.14
<b>Total</b>	<b>22.00</b>	<b>\$59.14</b>

Sewage Disposal	15.40	\$13.03
<b>Total</b>		<b>\$13.03</b>

**TOTAL USAGE CHARGES** \$72.17

Network Charges	Charge Period	Charge \$
Water Network Charge	(01/04/2020 to 30/06/2020)	\$57.86
Sewerage Network Charge	(01/04/2020 to 30/06/2020)	\$63.58

**TOTAL NETWORK CHARGES** \$121.44

Other Charges	
Waterways & Drainage Charge (01/04/2020 to 30/06/2020)	\$25.52

**TOTAL OTHER AUTHORITIES' CHARGES** \$25.52

Adjustments	
Pensioner Concession (Maximum Annual Entitlement Now Granted)	-\$82.24

**TOTAL ADJUSTMENTS** -\$82.24

**FINAL TOTAL, PLEASE PAY THIS AMOUNT** \$127.70

Visit [citywestwater.com.au](http://citywestwater.com.au) or call 131 691 for more details about these charges

## Set your account to Direct Debit

Changing to Direct Debit means you will never forget to pay your bill again. Simply visit [citywestwater.com.au/directdebit](http://citywestwater.com.au/directdebit)

## Waterways & Drainage Charge

Our Waterways and Drainage Charge helps protect and improve the health of our rivers and creeks. It also assists with regional drainage services and flood protection and warning systems. We collect this charge on behalf of Melbourne Water. Learn more at [citywestwater.com.au/waterways](http://citywestwater.com.au/waterways)

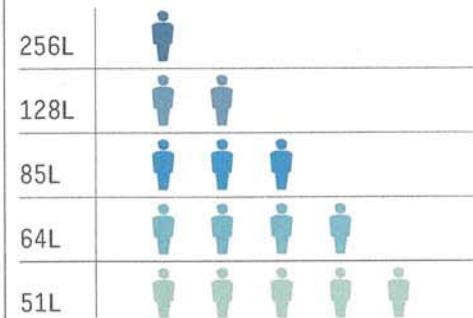
## Is your household on Target 155?

Your average daily water cost for this bill is \$0.69



## Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



**Service Address:** 23 Air Force Avenue Braybrook

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is <b>1251 1058 7123</b>
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**Direct Debit:** Call 131 691 to request a form or visit [citywestwater.com.au](http://citywestwater.com.au)



**Mail:** Post this slip with your cheque payable to: City West Water, GPO Box 1152, Melbourne Vic 3001



**Credit Card:** Call 131 971 or go to [citywestwater.com.au](http://citywestwater.com.au) to pay by Visa or Mastercard

### Payment Assistance

If you're finding it hard to pay your bill, call our City West Water assist team on 131 691 to set up a payment plan or visit [citywestwater.com.au/billhelp](http://citywestwater.com.au/billhelp) for more details.

<b>B PAY</b>	Bill Code: <b>8789</b>
	Ref: <b>1251 1058 7123</b>

**Telephone and Internet Banking - BPAY®:** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

<b>POST billpay</b>	Billpay Code: <b>0362</b>
	Ref: <b>1251 1058 7123</b>

**Post BillPay:** Pay in person at any Post Office or agency or Call 131 816 or go to [www.postbillpay.com.au](http://www.postbillpay.com.au)





# 2020 Land Tax Assessment Notice



7042186048005002905

023

MS QUINH NHU NGUYEN  
23 MOORE STREET  
FOOTSCRAY VIC 3011



CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US **062567873**

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR **38074263**

ISSUE DATE **15 MAY 2020**

TOTAL PAYABLE **\$605.00**

INTEREST IS CHARGED ON LATE PAYMENTS

## TWO WAYS TO PAY

### 1 IN FULL

PAY BY **2 OCT 2020**

### 2 INSTALMENTS

MUST BE SET UP BY **12 JUN 2020**

Instalments are **ONLY** payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)      MONTHLY INSTALMENTS      FORTNIGHTLY INSTALMENTS



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

## Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

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

Paul Broderick  
Commissioner of State Revenue

## PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

### BPAY®



Billers Code: 5249  
REF: 38074263

Telephone and internet banking  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
[bpay.com.au](http://bpay.com.au)

### CARD



Customer No: 062567873  
REF: 38074263

Visa or Mastercard only  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

### BRANCH



Westpac Banking Corporation

Pay in person  
Take this notice to any Westpac branch and ensure the teller includes your reference number below as the transfer description.



# Summary of assessment

Assessment number: 38074263

Period of assessment: 1 January 2020 to 31 December 2020

Land tax applies to the land you owned on 31 December 2019.

## 2020 calculation

Total taxable value	\$415,000.00
Tax calculation	\$605.00
<b>2020 tax payable</b>	<b>\$605.00</b>

For land tax rates, visit [sro.vic.gov.au/landtaxrate](http://sro.vic.gov.au/landtaxrate).

### ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

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

### AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

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

### YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

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

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

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

### OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

### INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.



# Statement of lands for period 1 January 2020 to 31 December 2020

Assessment number: 38074263  
 Level of value date: 1 January 2019

**Lands owned as at midnight 31 December 2019 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.**

Item	Address/Municipality	Land ID/References	Single holding tax <sup>†</sup>	Proportional tax <sup>††</sup>	Taxable value
	23 MOORE ST, FOOTSCRAY, 3011 MARIBYRNONG	006900292 62 L4631 1 T234610	N/A	N/A	\$0 PPR
	23 AIR FORCE AVE, BRAYBROOK, 3019 MARIBYRNONG	032185846 94 S509874	\$605.00	\$605.00	\$415,000
<b>Total taxable value</b>					<b>\$415,000</b>

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment).

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

†SINGLE HOLDING TAX

††PROPORTIONAL TAX

PPR

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Land Tax Principal Place of Residence exemption

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 June 2020 03:30 PM

## PROPERTY DETAILS

Address: **23 AIR FORCE AVENUE BRAYBROOK 3019**  
Lot and Plan Number: **Lot 94 PS509874**  
Standard Parcel Identifier (SPI): **94\PS509874**  
Local Government Area (Council): **MARIBYRNONG**  
Council Property Number: **137068**  
Planning Scheme: **Maribyrnong**  
Directory Reference: **Melway 41 D2**

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

[Planning Scheme - Maribyrnong](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **JEMENA**

[View location in VicPlan](#)

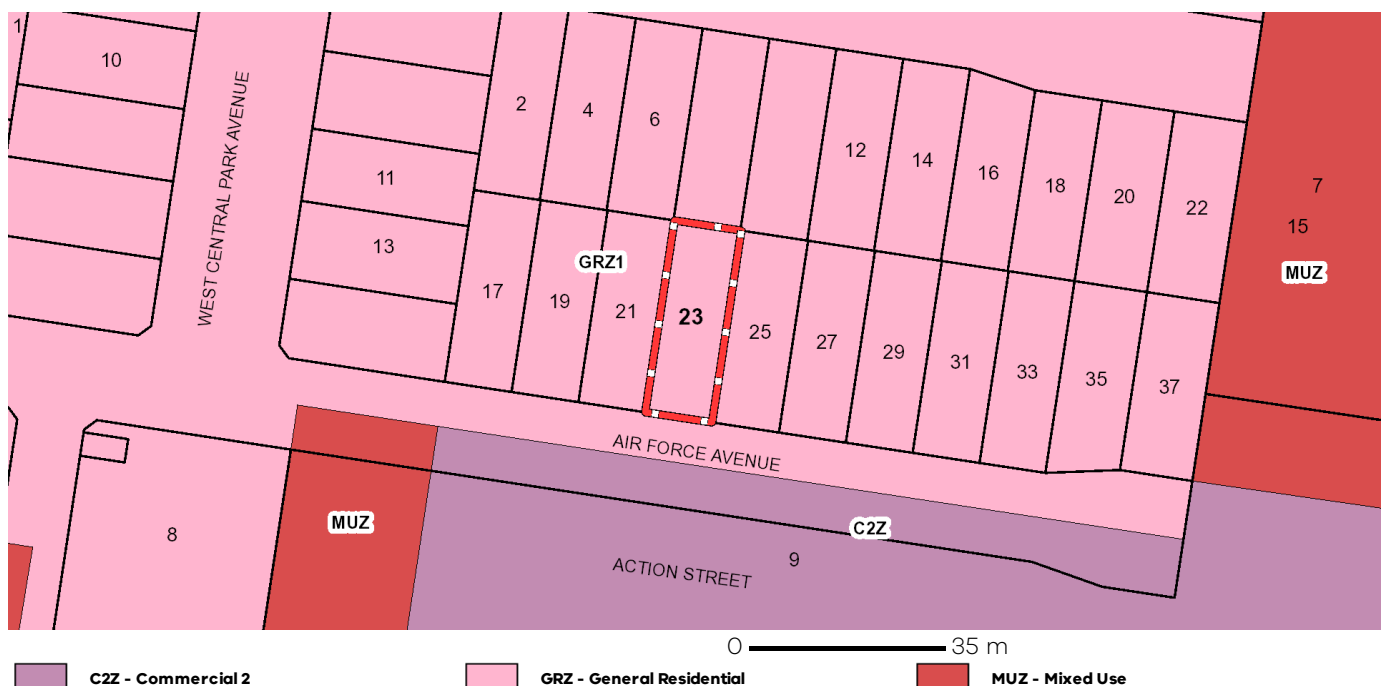
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **FOOTSCRAY**

## Planning Zones

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

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



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

## Planning Overlay

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



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

## Further Planning Information

Planning scheme data last updated on 17 June 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

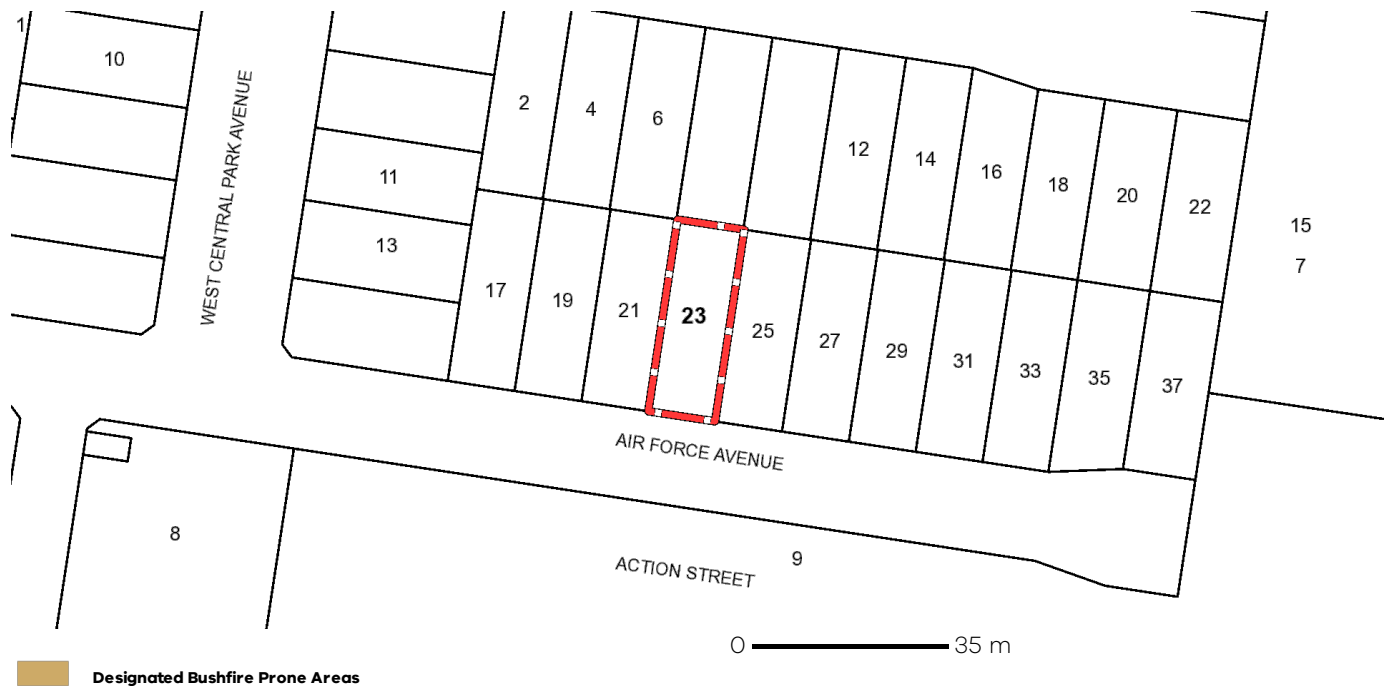
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 24 June 2020 03:27 PM

**Address:** 23 AIR FORCE AVENUE BRAYBROOK 3019

**Lot and Plan Number:** Lot 94 PS509874

**Standard Parcel Identifier (SPI):** 94\PS509874

**Local Government (Council):** MARIBYRNONG **Council Property Number:** 137068

**Directory Reference:** Melway 41 D2

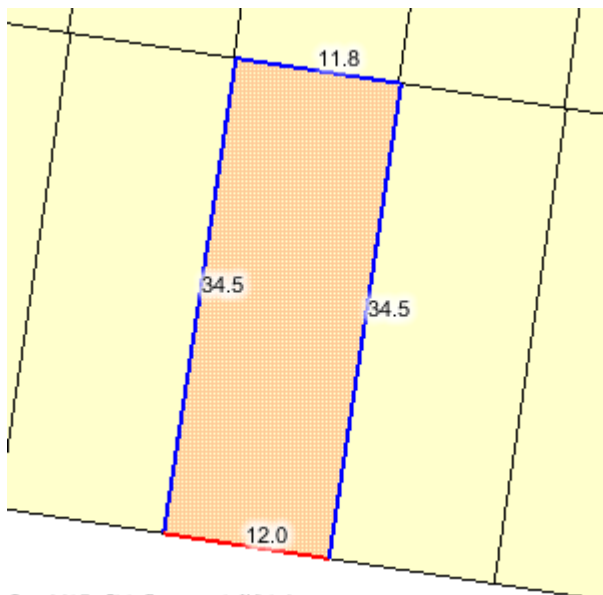
**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

### Site Dimensions

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



**Area:** 414 sq. m

**Perimeter:** 93 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** FOOTSCRAY

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)



## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** ENVIRONMENTAL AUDIT OVERLAY (EAO)

Planning scheme data last updated on 10 June 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

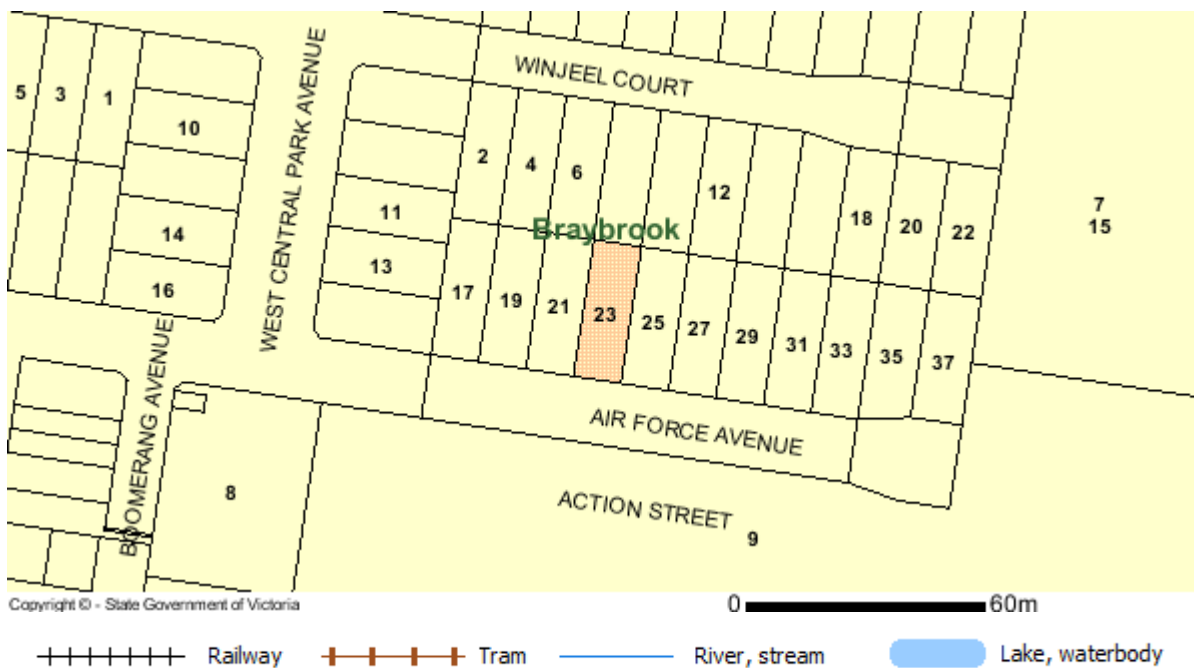
The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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