

EMBERWOOD

WARRAGUL 3820

CONTRACT OF SALE

Property:

Lot _____, _____,
Stage 11 _____ Emberwood Estate,
Warragul

WAKEFIELD
VOGRIG & BOOTE | LAWYERS

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03 5625 2544
Ref: BB:41480

**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2023

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2023

Print name(s) of person(s) signing:

State nature of authority, if applicable: Director of **EMBERWOOD ESTATE PTY LTD ACN 623 699 927**

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

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

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

Particulars of sale

Vendor's estate agent

O'Brien Real Estate Clark
33 Smith Street, Warragul, VIC 3820

Email: legal.clark@obre.com.au

Tel: 5623 6466 Mob: Fax: 03 5622 3165 Ref: Peter Clark

Vendor

EMBERWOOD ESTATE PTY LTD ACN 623 699 927

61 Victoria St, Warragul, VIC 3820

Vendor's legal practitioner or conveyancer

Wakefield Vogrig & Boote Lawyers

5 Bank Place, Drouin, 3818
PO Box 242, Drouin, VIC, 3820

Email: offtheplan@wvblawyers.com.au

Tel: 03 5625 2544 Mob: Fax: 03 5623 4842 Ref: TH:BB:41480

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is Lot on proposed Plan of Subdivision No. PS844535B and being part of the land described in Certificate of Title Volume 12464 Folio 236.

The land includes all improvements and fixtures.

Property address

The address of the land is: **Lot _____, _____, Stage 11_____**
Emberwood Estate, Warragul 3820

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

Nil – vacant land.

Payment

Price	\$	
Deposit	\$	upon signing of the Contract
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on _____ with options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

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 the last page; and*
- *attach additional pages if there is not enough space*

Special condition 1 – Plan of Subdivision

- 1.1 This Contract is subject to and conditional upon the Plan of Subdivision being registered by the Registrar of Titles. If the Plan of Subdivision is not registered within twenty four (24) months after the day of sale:-
- (a) the Purchaser may rescind this Contract by giving written notice to the Vendor before the Plan of Subdivision is so registered; and
 - (b) the Vendor may rescind this Contract only according to the terms in Part 1 Division 1 of the *Sale of Land Act 1962 (Vic)*.
 - (c) The Vendor gives the following statement to the Purchaser as required by section 10F of the *Sale of Land Act 1962 (Vic)*:-
 - (i) The Vendor is required to give notice of the proposed rescission of this Contract under this Special Condition;
 - (ii) The Purchaser has the right to consent to the proposed rescission of this Contract. It is not obliged to consent;
 - (iii) The Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to rescind this Contract; and
 - (iv) The Supreme Court of Victoria may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all circumstances.
- 1.2 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.
- 1.3 Subject to sections 9AC and 9AE of the *Sale of Land Act 1962 (Vic)*, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment:
- (a) results from any recommendation of a public authority or government department, or
 - (b) concerns the final location on the Plan of Subdivision of an easement.
- 1.4 For the purposes of Section 9AC of the *Sale of Land Act 1962 (Vic)*, the Purchaser acknowledges that while the following amendments may affect the Lot, the effect of these variations will not be considered to be material. The variations are:
- (a) minor variations to accord with surveying practice;
 - (b) minor variations to meet any requirement or requisition of the Council or any statutory body or the Registrar of Titles to effect registration; and
 - (c) the amendments required to effect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting such property.
- 1.5 Where a Statement of Compliance or similar certification has been issued by Council in respect of the Plan of Subdivision, the Purchaser shall not and is not entitled to make any objection or requisition, claim any compensation in respect of, or rescind, terminate or delay settlement as a consequence of any issue relating to a matter certified by Council.

Special condition 2 – Natural Surface Level

- 2.1 The Purchaser acknowledges that the Property has been, or is, or will be, in the course of subdivisional works may be benched, filled, raised, levelled, packed or cut and retaining walls constructed as disclosed in the Vendor's Statement ("subdivisional works").
- 2.3 The Purchaser will not make any requisition nor claim any compensation nor claim any setoff nor rescind this Contract for any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works, particulars of which have been disclosed to the Purchaser.
- 2.4 The Purchaser acknowledges that the Vendor will be carrying out a site cut (and construction of retaining wall) to the Lot in a manner that is consistent with the example disclosed in the Vendor's Statement. The Purchaser will not make any requests for alterations to the site cut or any requisitions, nor claim any compensation in relation to any matter involving the site cut including but not limited to the size, position or depth of the site cut.

Special condition 3 – Adjustment of Rates

- 3.1 General Condition 23.1 does not apply to this Contract of Sale.
- 3.2 All rates, taxes (excluding land tax), assessments and outgoings (collectively referred to as "the outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser on the settlement date.
- 3.3 The land is part of land which is part of a subdivision for which outgoings are nominally assessed under a bulk assessment. If there is no separate assessment issued for outgoings for the land on the Settlement Date the outgoings attributable to the land for apportionment purposes shall be that proportion of the total assessment which the area of the Lot bears to the total area of all lots on the Plan of Subdivision (or of all lots subject to the assessment, as the case may be).
- 3.4 If a separate assessment for the same period issues to the Purchaser or the Vendor after the Settlement Date any further adjustment necessary shall be based on the amount payable after deducting any discount for early payment and after allowance being made for any refund made or to be made by the relevant authority. Any such readjustment must be made within 12 months after the Settlement date and be accompanied by a copy of the original notice.
- 3.5 The Vendor will pay the outgoings (including Land Tax) when they are due to be paid and the Purchaser acknowledges and agrees that it cannot require them to be paid at or before settlement under any circumstances.
- 3.6 Despite Special Condition 3.5 the outgoings must be apportioned as if they had been paid by the Vendor.
- 3.7 This condition will not merge on settlement.

Special condition 4 – Restrictions

- 4.1 'Restrictions' means all easements, encumbrances, rights, privileges, restrictions on use, covenants, agreements (including Section 173 Agreements), leases, licences, arrangements and any land dedication.
- 4.2 The Purchaser covenants and agrees with the Vendor to be bound by the Restrictions from the Day of Sale.
- 4.3 The Vendor reserves the right to modify the Restrictions if such modification is required to cause such Restrictions to comply with any decision or requirement of any relevant government or semi government authority having power to make any such decision or requirement, or if such modification is necessary due to amendments to the Plan required by the Relevant Authority or by the Land Registry.
- 4.4 The Purchaser must not lodge a caveat over the land or any parent or child title thereof.

Special condition 5 – Registration of MCP at Settlement

- 5.1 The Purchaser acknowledges and agrees that the Transfer of Land shall reference and contain a restrictive covenant in the form of the MCP AA9297, a copy of which is included in the Vendor Statement.

Special condition 6 – Fencing

- 6.1 The Vendor will at its own cost and prior to the settlement date erect a fence of 1.8 metres in height above the natural surface level constructed of timber, with timber capping and exposed posts to the rear and both side boundaries.
- 6.2 The Purchaser agrees and acknowledges Lots 281, 398, 399, 321, 324 and 340 ('Corner Lots) will only be fenced along the boundaries that abut other lots, not along any street frontage. If the purchaser of a Corner Lot requires one street frontage side to be fenced they will be required to construct this of the same materials as listed in 6.1 above, after settlement, at the purchaser's own cost.
- 6.3 The Purchaser must not permit any excavation of the land within 0.3 metres of any fence so erected under the preceding clause that could lead to a destabilisation of the structural integrity of the fence, unless such excavation is remedied by the addition of concrete to the base of the support post(s) of the fence where affected at the Purchaser's expense.

Special condition 7 – Concrete Crossover/Driveway

- 7.1 The Purchaser acknowledges that the Purchaser will be solely responsible for the construction of a full concrete crossover and driveway at the road frontage of the land sold at their own cost and expense.

Special condition 8 – Occupation of Dwelling

- 8.1 The Purchaser must not occupy any dwelling constructed on the property prior to the driveway from the road to the garage being fully constructed.
- 8.2 The Purchaser must complete the landscaping of the land between the street frontage and the dwelling is completed within 120 days from the date of issue of an Occupancy Permit for the dwelling.

Special condition 9 – Storage of Waste

- 9.1 The Purchaser must not allow any rubbish to accumulate on the property (unless the rubbish is neatly stored in a suitably sized industrial bin or skip). The Purchaser must not place any rubbish including site excavation and building material on adjoining land.
- 9.2 The Purchaser must comply with any request of the owner to clean up the property and if the Purchaser does not comply within 14 days of receiving written notice then the Purchaser must reimburse the Vendor all costs, including administration costs occurred in the removal of such materials.

Special condition 10 – Deposit

- 10.1 The Vendor and Purchaser authorise the Vendor's Solicitors to invest the deposit or any part of it in the Bank.
- 10.2 Any interest earned on the investment of the deposit follows the deposit.
- 10.3 If the Vendor accepts a bank guarantee or a deposit bond from the Purchaser instead of a deposit then:-
- (a) this contract is varied to provide that no deposit is payable;
 - (b) the Purchaser must deliver to the Vendor, the Vendor's agent or Solicitor a bank guarantee or deposit bond for the amount ("the guaranteed amount") of the deposit set out in the particulars of sale at the time when the deposit is payable;
 - (c) the bank guarantee or deposit bond must be in the form and from a bank or insurance company approved by the Vendor's Solicitors;
 - (d) the Purchaser must pay the guaranteed amount to the Vendor by way of bank cheque on the earlier of:-
 - (i) the settlement date; or
 - (ii) such other time as the Vendor would otherwise be entitled to the release of the deposit in accordance with the provisions of the contract and section 27 of the *Sale of Land Act, 1962*; or
 - (iii) the rescission or otherwise lawful termination of the contract by the vendor;
 - (e) if the Purchaser fails to comply with (d) the Vendor may present the bank guarantee or deposit bond and make demand under it for payment of the guaranteed amount.

Special condition 11 – Merger

- 11.1 The provisions of this Contract shall not merge in the transfer of the land and shall continue to bind the Vendor and the Purchaser to the extent that any of them require to be complied with after the Settlement Date.

GUARANTEE

I/We

of

("the Guarantors")

being Directors of the within named Purchaser Company **IN CONSIDERATION** of the within named Vendor selling to the within named Purchaser Company for the price and upon the terms and conditions set forth in the within Contract for ourselves and our respective executors, administrators and both jointly and severally **DO HEREBY**: -

GUARANTEE the performance and observance of the terms and conditions in the said Contract contained and on the part of the Purchaser Company to be performed and observed and **IT IS HEREBY SPECIFICALLY AGREED AND DECLARED** that this Guarantee shall be a continuing Guarantee and shall in no way be avoided or released or affected and shall remain in full force and effect notwithstanding any time indulgence given or allowed by the Vendor to the Purchaser or in variation of the terms of the said Contract;

COVENANT with the Vendor to duly and punctually pay to the Vendor all purchase money and interest and any other moneys payable under the said Contract and shall perform and observe all other conditions and covenants therein contained on the part of the said Purchaser Company to be performed and observed; and

INDEMNIFY the Vendor against all losses damages costs and expenses or otherwise which may be incurred by it by reason of any default on the part of the said Purchaser Company in the performance and observance of the agreements and conditions on its part contained in the said Contract **PROVIDED THAT** payment by the said Purchaser Company and the performance of the said conditions and covenants by it shall to that extent release us from all liability hereunder.

DATED the _____ day of _____ 2019

SIGNED SEALED AND DELIVERED by the _____)
Guarantor in the presence of: - _____)

Signature of Witness

SIGNED SEALED AND DELIVERED by the _____)
Guarantor in the presence of: - _____)

Signature of Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Lot _____, _____ (Stage 11 _____) Emberwood Estate, Warragul VIC 3820
------	--

Vendor's name	Emberwood Estate Pty Ltd ACN 623 699 927	Date / /
Vendor's signature	Director/Secretary	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

WAKEFIELD
VOGRIG & BOOTE
LAWYERS

Wakefield Vogrig & Boote Lawyers

DX: 82010 Warragul
5 Bank Place (PO Box 242) Drouin
54 Albert Street (PO Box 329) Warragul

Ph: 03 5625 2544 / 03 5623 5166

Email: brittany@wvblawyers.com.au
Ref: TH:BB:39686

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$4,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

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 documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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")

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

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*.

Not Applicable.

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 1000m²; (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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. VENDOR/SUPPLIER GST WITHHOLDING NOTICE

Pursuant to section 14–255 Schedule 1 *Taxation Administration Act 1953* (Cth) The Purchaser **is required** to make a payment in relation to the supply of the above property.

- (a) The Vendor's name and ABN are: Emberwood Estate Pty Ltd, 61 Victoria Street, Warragul, 3820, ABN 12 623 699 927
- (b) The amount to be paid by the Purchaser under Section 14-250 is: 7% of the purchase price;
- (c) The amount must be paid when the balance of consideration is provided at settlement.
- (d) The GST inclusive market value of any non-monetary consideration is nil.

14. OTHER INFORMATION

Not Applicable.

15. 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)

- | | |
|-------|---|
| 15(a) | Register Search Statement Volume 12464 Folio 236 |
| 15(b) | Copy of Plan P |
| 15(c) | Planning Property Report |
| 15(d) | Section 173 Agreement AM417429H |
| 15(e) | MCP AA9297 |
| 15(f) | Proposed Plan of Subdivision – PS844535B (Stage 11) |
| 15(g) | Cut and Fill Engineering Plans |
| 15(h) | Planning Permit |
| 15(i) | Development Plan |
| 15(j) | Due Diligence Checklist |

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

VOLUME 12464 FOLIO 236

Security no : 124105765558Q
Produced 02/05/2023 11:44 AM

LAND DESCRIPTION

Lot L on Plan of Subdivision 844533F.
PARENT TITLE Volume 12426 Folio 922
Created by instrument PS844533F 29/03/2023

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

EMBERWOOD ESTATE PTY LTD of 61 VICTORIA STREET WARRAGUL VIC 3820
PS844533F 29/03/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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
AM417429H 18/12/2015

DIAGRAM LOCATION

SEE PS844533F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS844533F (B)	PLAN OF SUBDIVISION	Registered	29/03/2023

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

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

Street Address: 5 JARRAH CRESCENT WARRAGUL VIC 3820

ADMINISTRATIVE NOTICES

NIL


eCT Control 17888B WAKEFIELD VOGRIG & BOOTE LAWYERS
Effective from 29/03/2023

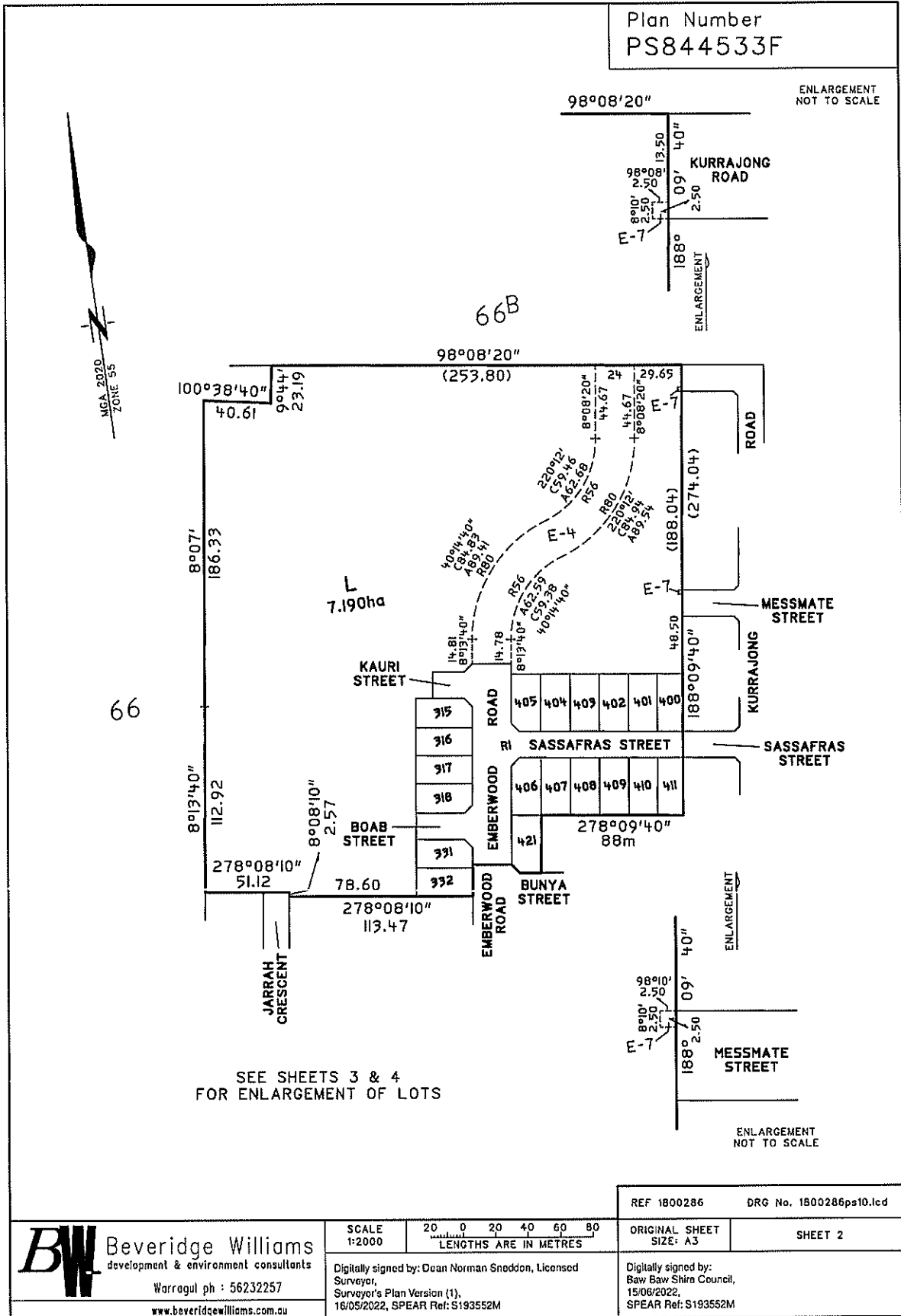
DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1	Plan Number PS844533F	
<p>LOCATION OF LAND</p> <p>PARISH: DROUIN EAST TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 66A (PART) CROWN PORTION: _____ TITLE REFERENCE: C/T VOL 12426 FOL 922</p> <p>LAST PLAN REFERENCE: PS844528X (LOT K)</p> <p>POSTAL ADDRESS: EMBERWOOD ROAD WARRAGUL, 3820</p> <p>MGA CO-ORDINATES: E: 408400 ZONE: 55 (of approx centre of land N: 5777070 GDA 94 in plan)</p>		<p>Council Name: Baw Baw Shire Council</p> <p>Council Reference Number: PSB0030/22 Planning Permit Reference: PSB0016/11 SPEAR Reference Number: S193552M</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 16 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Marni Retleveel for Baw Baw Shire Council on 15/09/2022</p> <p>Statement of Compliance issued: 23/03/2023</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	BAW BAW SHIRE COUNCIL			
NOTATIONS		<p>LOTS 1 TO 314, 319 TO 330, 333 TO 399, 412 TO 420 & A TO K ARE OMITTED FROM THIS PLAN</p> <p>OTHER PURPOSE OF PLAN:</p> <p>To remove that part of the pipeline or ancillary purposes easement created as E-4 on Inst. AN847989H and contained within Emberwood Road on this plan.</p> <p>To remove that part of the pipeline or ancillary purposes easement shown as E-7 on PS844828X and contained within Sassafras Street on this plan.</p> <p>Agreement from all interested parties (Section 6(1)K Subdivision Act 1988)</p>		
<p>DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE.</p> <p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. PSB0016/11</p> <p>This survey has been connected to permanent mark No(s). In Proclaimed Survey Area No. _____</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-4	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	INSTRUMENT AN847989H	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-7	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	PS844528X - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
 <p>Beveridge Williams development & environment consultants Warragul ph : 56232257 www.beveridgewilliams.com.au</p>		<p>REF 1800286 DRG No. 1800286ps10.lcd</p> <p>Digitally signed by: Dean Norman Sneddon, Licensed Surveyor, Surveyor's Plan Version (1), 16/05/2022, SPEAR Ref: S193552M</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 10:17am DATE: 29 / 3 / 2023 Rod Speer Assistant Registrar of Titles</p>	<p>SHEET 1 OF 4 SHEETS</p>



SEE SHEETS 3 & 4
FOR ENLARGEMENT OF LOTS

REF 1800286 DRG No. 1800286ps10.lcd

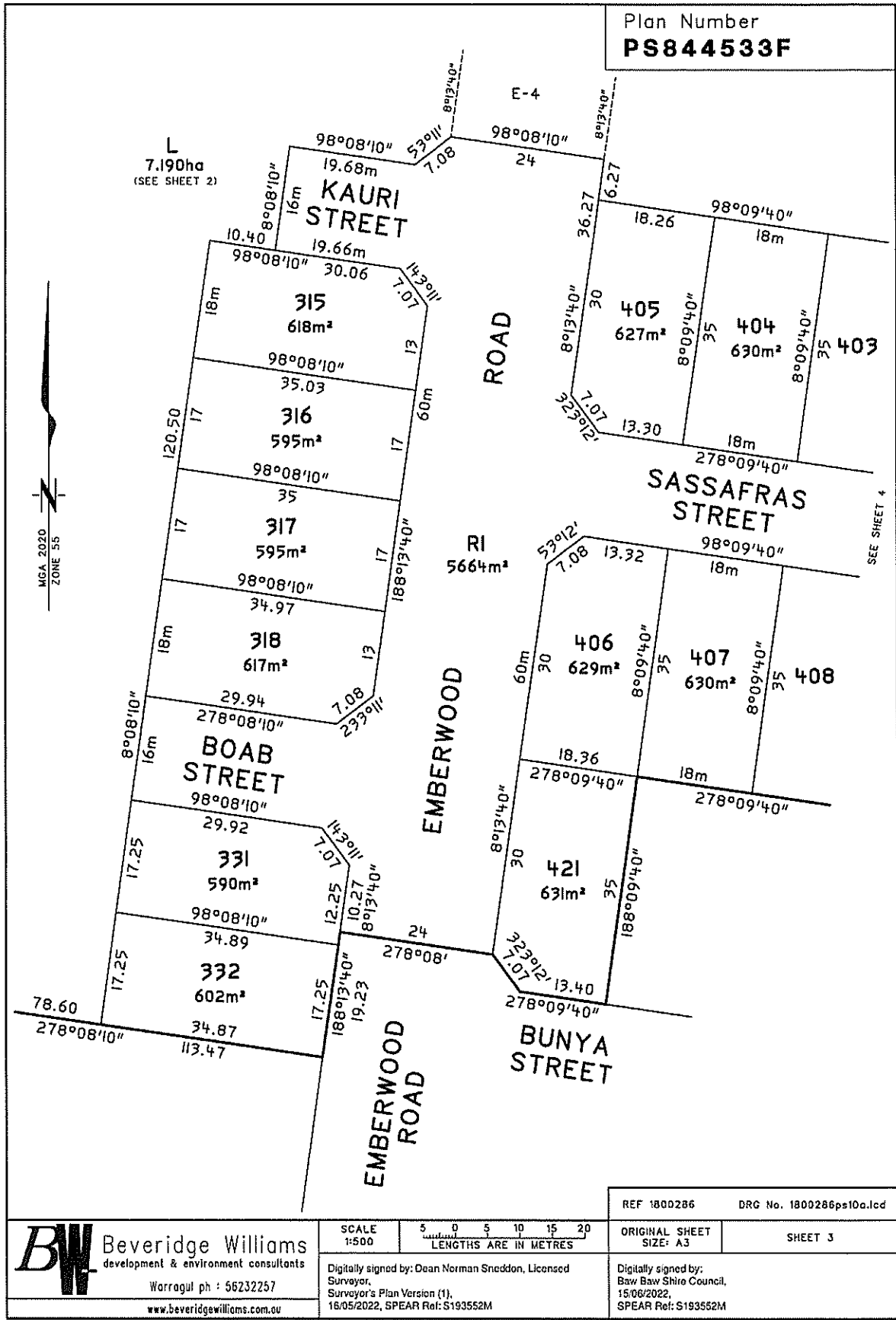
BW Beveridge Williams
development & environment consultants
Warragul ph : 56232257
www.beveridgewilliams.com.au

SCALE 1:2000
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LENGTHS ARE IN METRES

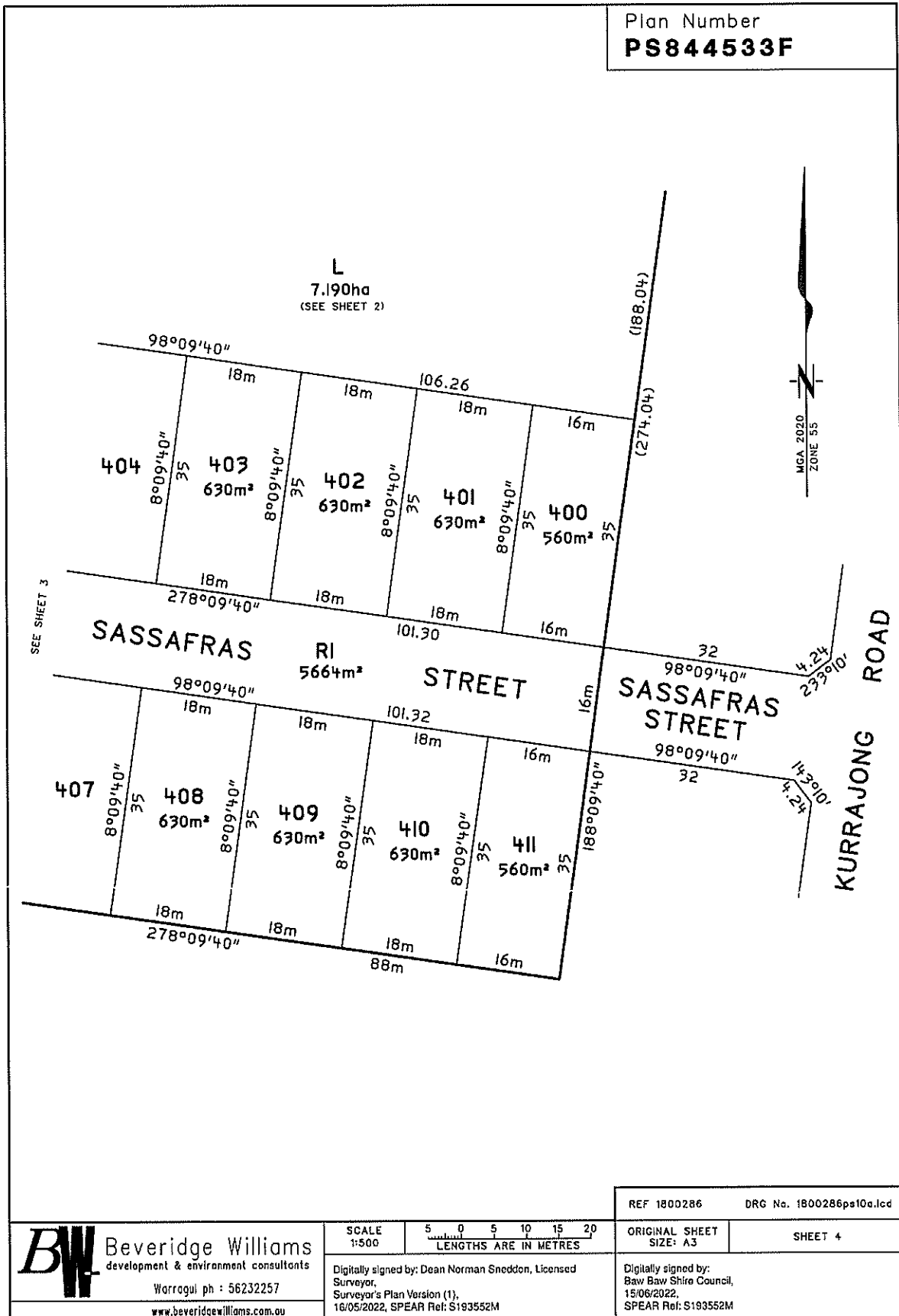
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Surveyor's Plan Version (1),
16/05/2022, SPEAR Ref: S193552M

ORIGINAL SHEET SIZE: A3 SHEET 2

Digitally signed by:
Baw Baw Shire Council,
15/06/2022,
SPEAR Ref: S193552M



Plan Number
PS844533F



REF 1800286 DRG No. 1800286ps10a.lcd

BW Beveridge Williams
development & environment consultants
Warragui ph : 56232257
www.beveridgewilliams.com.au

SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES
Digitally signed by: Dean Norman Sneddon, Licensed Surveyor,
Surveyor's Plan Version (1),
16/05/2022, SPEAR Ref: S193552M

ORIGINAL SHEET SIZE: A3 SHEET 4
Digitally signed by:
Baw Baw Shire Council,
15/06/2022,
SPEAR Ref: S193552M

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 02 May 2023 11:53 AM

PROPERTY DETAILS

Address: **5 JARRAH CRESCENT WARRAGUL 3820**

Lot and Plan Number: **Lot L PS844533**

Standard Parcel Identifier (SPI): **L\PS844533**

Local Government Area (Council): **BAW BAW** www.bawbowshire.vic.gov.au

Council Property Number: **None**

Planning Scheme: **Baw Baw** [Planning Scheme - Baw Baw](#)

Directory Reference: **Vicroads 704 K4**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Gippsland Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **NARRACAN**

OTHER

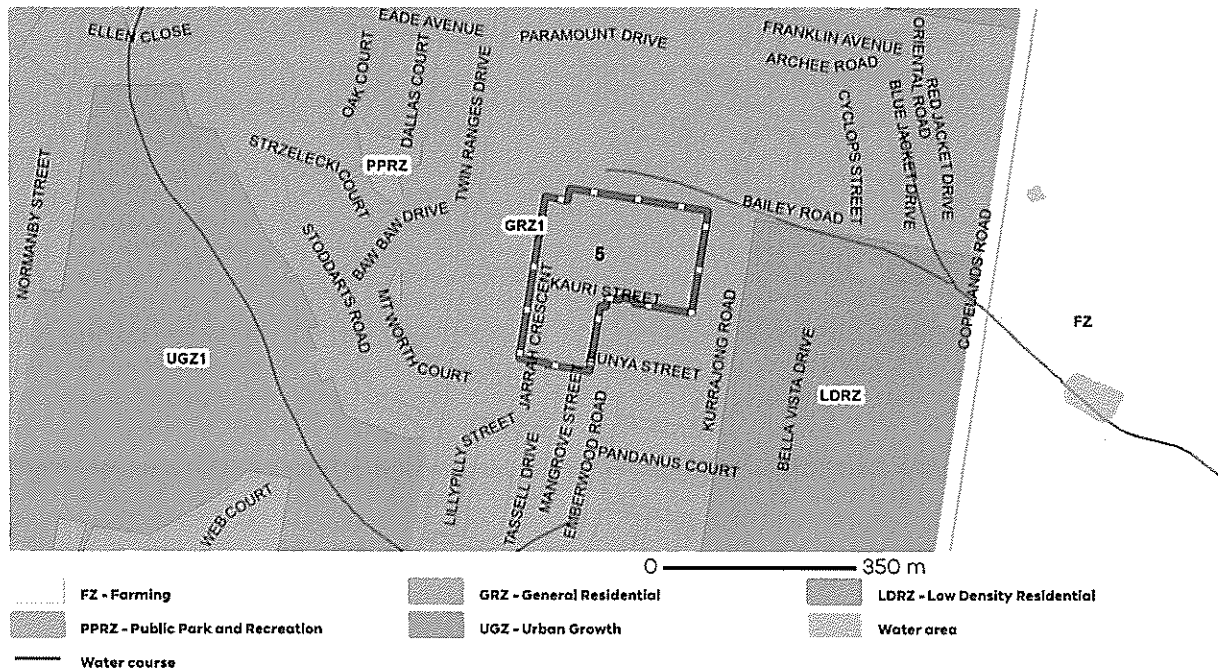
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

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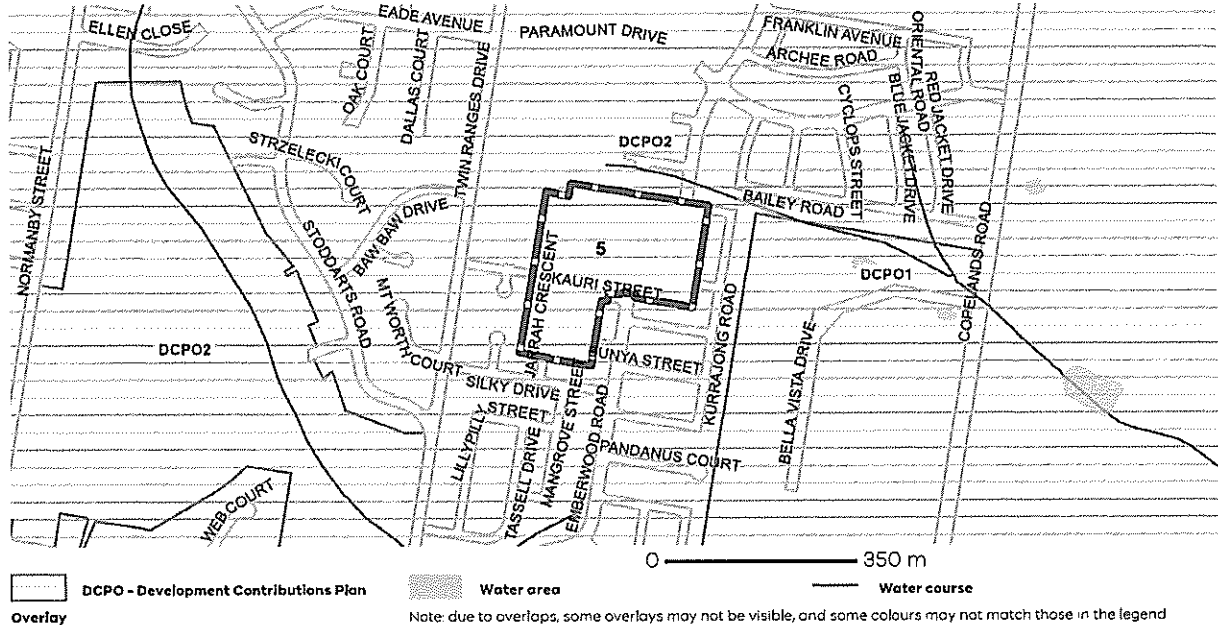
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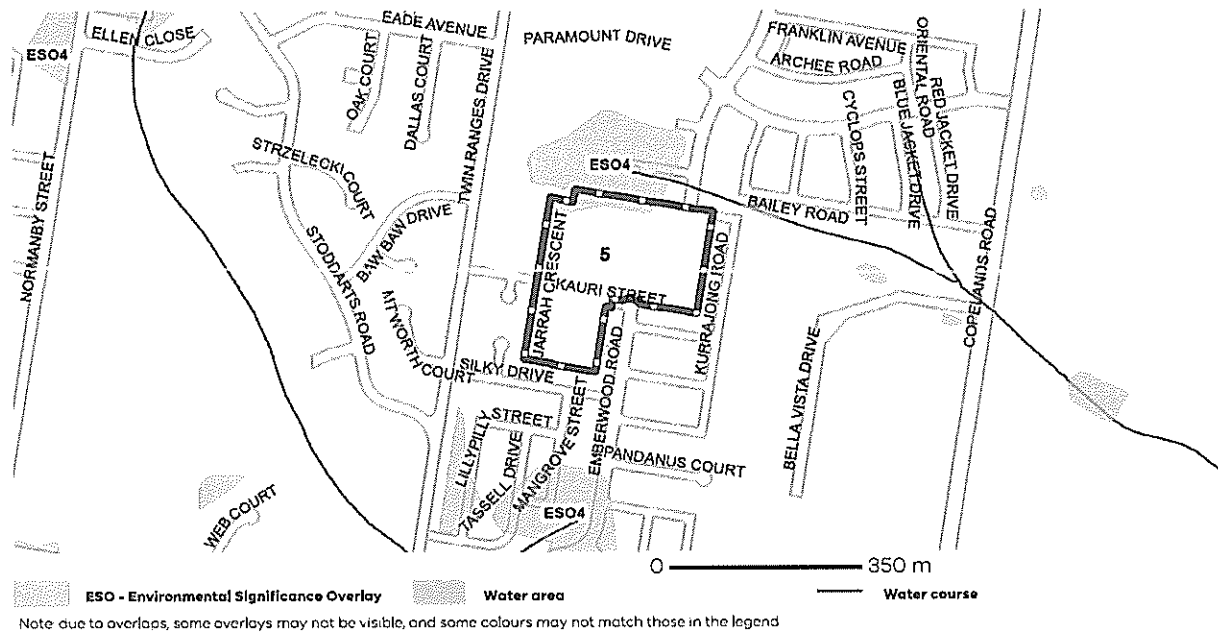
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Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



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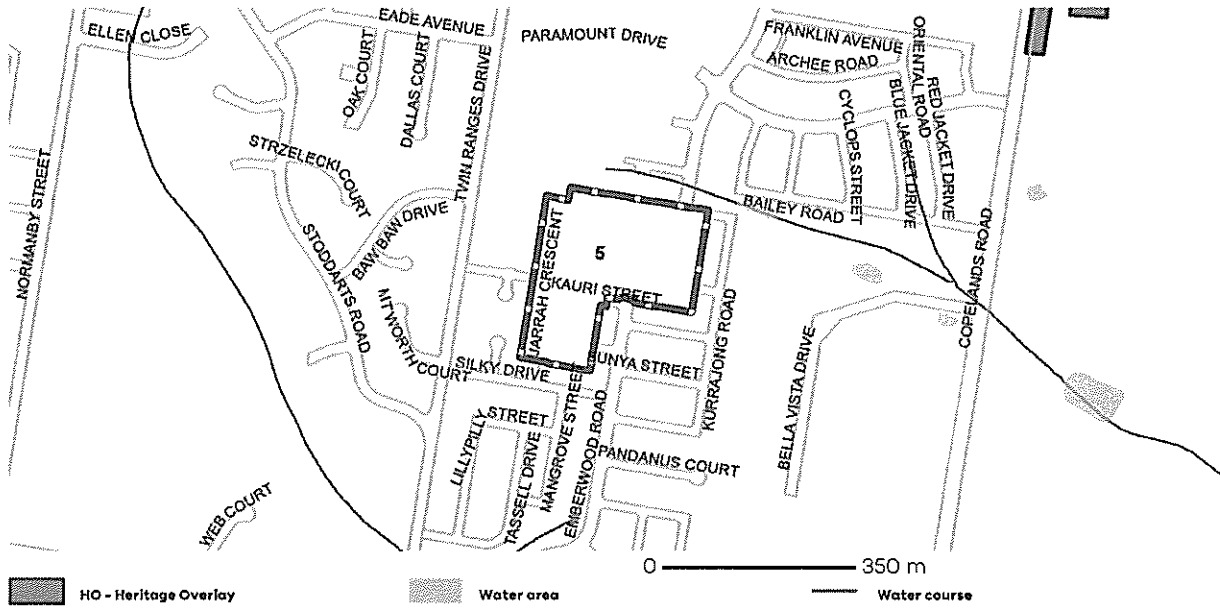
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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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 27 April 2023.

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

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

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

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

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

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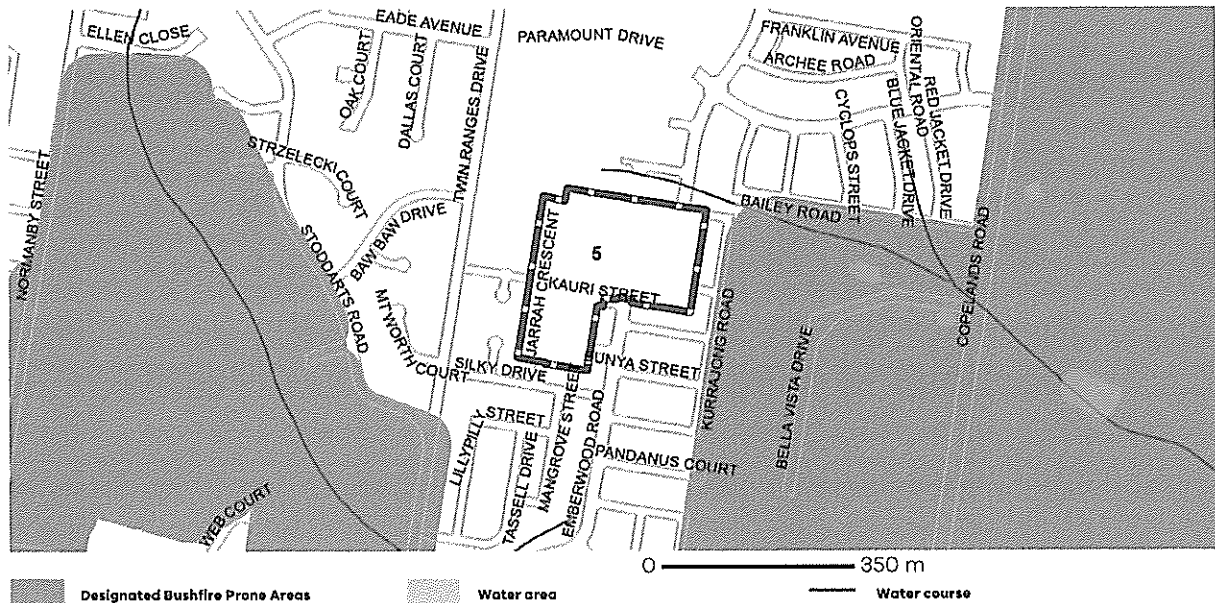
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

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

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

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

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FORM 21

Section 181

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

Planning and Environment Act 1987

AM417429H

Lodged at the Land Titles office by:

Name: Wakefield - Vostig

Phone:

Address:

Ref:

Customer Code: 2881A.



The Responsible 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 6459 Folio 682

Responsible Authority: (name and address) Baw Baw Shire Council
Civic Place
WARRAGUL VIC 3820

Section and Act under which agreement made: Section 173 Agreement
Planning & Environment Act
1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:  Matthew CRIPPS.

Date 7/12/15.

KEEP

THIS AGREEMENT is made the ...7...day of ~~DECEMBER~~ 2015

BETWEEN

Baw Baw Shire Council
of
Civic Place Warragul
(hereinafter called "Council")



AND

Peter Frederick Roberts
of
603/28-30 Jackson Street, Toorak 3142
(hereinafter called the "Owner")

Whereas:

1. The Owner is the registered proprietor of Certificate of Title Volume 6459 Folio 682 (the "Land").
2. The Council and the Owner have agreed to enter into an agreement under Section 173 of the Planning and Environment Act 1987 to provide, as set out in Condition No 7 of Planning Permit No PSB 0016/11.A that:

Earthworks

On all lots with a predominant gradient of 15% or above so that

- a) No earthworks (cut or fill) to a depth greater than 1.5 metres are carried out, unless such earthworks are to the satisfaction of the responsible authority as evidenced by the written consent provided prior to the earthworks commencing.
- b) No earthworks shall be undertaken to a depth greater than 500 millimetres (except for the installation of service infrastructure, construction of a boundary fence or the planting of vegetation):

- Within any easement on the Plan of Subdivision without the written consent of the benefitting authority.
- Within one metre of a boundary without the written consent of the responsible authority.
- Any excavations greater than 1 metre in depth are to be supported by a structurally designed retaining wall and require a building permit.

Note: Clause 406 of the Building Regulations 2006 titled "Exception concerning building envelopes" provides some conditional exemptions from the requirement to obtain a "Report and Consent" from Council for siting matters prescribed in Part 4 of the Regulations. If a building envelope applies and is registered on the Plan of Subdivision then the provisions of Clause 406 may be applicable.

In deciding whether or not to allow earthworks, the responsible authority will have regard to the following matters:

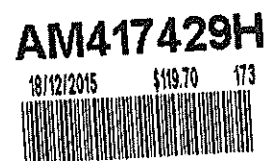
- Solar access between dwellings on adjacent lots
- The relationship between individual lots and the road layout
- The capacity of earthworks, retaining walls and buildings to achieve a natural, landscape form.
- The extent of any stepping or terracing of landforms
- The size and gradient of lots and siting, setbacks and height of buildings in relation to the contours of the land.
- The ability of buildings to achieve and retain the energy rating and siting requirements of the Building Act.
- Potential overlooking and overshadowing between adjacent lots
- Provision of usable service and recreation areas on lots
- Provision of adequate space for landscaping and planting of canopy tree(s)
- Likelihood of steep driveways and driveways with sharp grade changes restricting vehicle access.
- Ease of pedestrian access to buildings.
- Likely impact of the earthworks on the integrity of the underground drainage in the vicinity of the proposed earthworks

Fences

- a. Fences on Lots 187, 206, 310 and 330 where their boundary adjoins a public open space reserve must be constructed so that at least 50% of the length of the boundary to the reserve has a fence with at least 50% visual permeability and not more than 1.2 metres in height, so as to increase passive surveillance of public open space.
- b. The same requirement shall apply to Lot 327 as in (a) except in the case of the land being further subdivided or developed as a multi-dwelling site, residential building or aged care accommodation where the design of the development must adequately provide for surveillance from the land across the adjoining reserve and buildings must present an interesting facade to the reserve to the satisfaction of the responsible authority with plans to be endorsed to this effect by the responsible authority and approved development plans to accord with these endorsed plans to the satisfaction of the responsible authority.
- c. On Lot 8 fences on all road frontages except the eastern boundary must not have a height in excess of 1.2 metres and on Lot 51 50% of the side street boundary to Sutton Street must not exceed 1.2 metres in height.

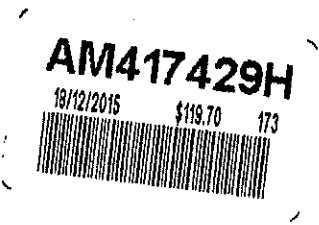
The cost of preparation, lodgement and registration of an agreement and any subsequent amendment, enforcement, removal or other dealing shall be borne totally by the owner of the land. An Agreement must be registered on the certificate of title for the land. Evidence of the registration of an agreement must be provided to the responsible authority prior to the issue of a Statement of Compliance for the relevant Plan of Subdivision.

A copy of the restriction or agreement must be provided to a purchaser of any lot affected.



Now this agreement witnesseth and the parties agree and covenant as follows:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by both parties hereto or the approval by the Registrar of Titles of Plan of Subdivision PS723274E whichever is the later, and shall run with the "Land".
3. The Owner covenants that it will bring this Agreement to the attention of all purchasers, mortgagees, transferees and assignees of the "Land".
4. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.
5. The Owner covenants with the Council that:
 - A) On all lots indicated with a predominant gradient of 15% or above on the endorsed Plan for Planning Permit PSB0016/11 that



- i. No earthworks (cut of fill) to a depth greater than 1.5 metres are carried out, unless such earthworks are to the satisfaction of the responsible authority as evidenced by the written consent provided prior to the earthworks commencing.
- ii. No earthworks shall be undertaken to a depth greater than 500 millimetres (except for the installation of service infrastructure, construction of a boundary fence or the planting of vegetation):
 - Within any easement on the Plan of Subdivision without the written consent of the benefitting authority.
 - Within one metre of a boundary without the written consent of the responsible authority.
 - Any excavations greater than 1 metre in depth are to be supported by a structurally designed retaining wall and require a building permit.

- B) Fences on Lots 187, 206, 310, 327 and 330 on the endorsed plan for Planning Permit PSB 0016/11 where their boundary adjoins a public open space reserve must be constructed so that at least 50% of the length of the boundary to the reserve has a fence with at least 50% visual permeability and not more than 1.2 metres in height, so as to increase passive surveillance of public open space.
- C) Should Lot 327 on the endorsed Plan for Planning Permit PSB 0016/11 be further subdivided or developed as a multi-dwelling site, residential building or aged care accommodation the design of the development must adequately provide for surveillance from the land across the adjoining reserve and buildings must present an interesting facade to the reserve to the satisfaction of the responsible authority with plans to be endorsed to this effect by the responsible authority and approved development plans to accord with these endorsed plans to the satisfaction of the responsible authority.


D) On Lot 8 of the endorsed Plan for Planning Permit PSB0016/11 fences on all road frontages except the eastern boundary must not have a height in excess of 1.2 metres.

E) On Lot 51 of the endorsed Plan for Planning Permit PSB0016/11 50% of the fencing on the Sutton Street boundary must not exceed 1.2m in height.

- 6. The Owner covenants that it will prepare or cause to be prepared an application under Section 181 of the Planning and Environment Act 1987 to enable the registration of this Agreement at the Land Registry and the Owner further agrees to pay (on request) the Council's costs and expenses in connection with this agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the owners excepting the cost of any unsuccessful enforcement action.
- 7. The Owner covenants that it will as soon as practicable upon the formation of this Agreement take all steps reasonably necessary to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987 so that it shall run with the "Land".
- 8. Whenever herein the word "Owner" shall mean the person or persons 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 whole or part of the "Land".

EXECUTED AS A DEED

Full Name **Peter Fredrick Roberts**
Usual Address **603/28-30 Jackson Street,
Toorak 3142**


.....
(Signed by **Susan Leanne Roberts**)
under Power of Attorney

In the presence of:


..... 

**SIGNED on behalf of Baw Baw Shire Council
By MATTHEW CRIPPS, Director Growth and
Economic Development pursuant to Instrument of Delegation
Dated 23 December 2013**

)
)
) 
)

..... **DEBRA LEWIS**

In the presence of:

Witness: 



**Memorandum of common provisions
 Restrictive covenants in a transfer
 Section 91A Transfer of Land Act 1958**

AA9297

Privacy Collection Statement

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

Lodged by	
Name:	Wakefield Vogrig & Boote Lawyers
Phone:	03 5625 2544
Address:	5 Bank Place, Drouin
Reference:	TH:BB:41480
Customer code:	17888B

This memorandum contains provisions which are intended for inclusion in transfers of land under the *Transfer of Land Act 1958* to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

- Burdened Land:** The land being transferred.
- Benefited Land:** Lot 406 and 408 on PS844533F, and Lot M, Lots 274-281 (Inclusive), Lot 298, 299, 311, 319-326 (inclusive), 328, 329, 339, 340 and 438 on PS844535B, save for the land being transferred.
- The benefited land does not include the land being transferred.

- Covenants:**
- Definitions:**
 "the land" means the Burdened Land
- Covenants:**
- 1) Will not further subdivide the land;
 - 2) Will not build or allow to be built on the land any signage associated with the sale of the land until construction of the dwelling has commenced unless having first been approved in writing by the Emberwood Estate Pty Ltd;
 - 3) Will not build or allow to be built on the land more than one single dwelling house together with the usual outbuildings with such dwelling house to contain a floor area within the outer walls (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuildings) not less than the following:
 - ii) 130 m2 on land having an area equal to or less than 600 m2;
 - iii) 150 m2 on land having an area greater than 600 m2 but equal to or less than 900 m2;
 - iv) 180 m2 on land having an area greater than 900 m2;
 - 4) Will not build or allow to be built on the land any building other than a building of which not less than thirty per centum (30%) of the external walls area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish with a roof made of masonry, terracotta roof tiles or colour coated steel (excluding white Colorbond and plain zinc finish) or other non-reflective material with a garage or carport built in the same materials as the dwelling and of a non-reflective material;

- 35392012A V3
1. The provisions are to be numbered consecutively from number 1.
 2. Further pages may be added but each page should be consecutively numbered.
 3. To be used for the inclusion of provisions in instruments.

91ATLA
 Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED
 Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA9297

- 5) Will not build or allow to be built on the land any dwelling house having a setback more than 6 metres from the front boundary of the land;
- 6) Will not build or allow to be built on the land any relocated building;
- 7) Will not build or allow to be built on the land any driveway other than a driveway which is constructed of any material other than concrete pavers, coloured concrete, exposed aggregate concrete or stamped or stencilled concrete;
- 8) Will not build or allow to be built on the land:-
 - i) any fence on the front boundary or within 4.5 metres of the front boundary exceeding 1200mm in height save as required to slope the fence height from 1200mm to 1800mm in height;
 - ii) any other boundary fence that is constructed of other than a hardwood post and treated pine capping box paling timber fence of 1800mm in height;
- 9) Will not build or allow to be built on the land any dwelling where the number of bedrooms exceeds five (5), and/or the bathrooms and ensuites exceeds five (5);
- 10) Will not build or allow to be built on the land a Class 1B – Shared Accommodation building;
- 11) Will not use or permit or allow the land or any part thereof to be used for the purpose of parking, garaging, or servicing of any motor vehicle in excess of five (5) tonnes gross vehicle mass except for the purpose of loading and unloading goods;
- 12) Will not use or permit or allow the land to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulate on the land at any time.

Expiry:

21 December 2043

91ATLA

V3

Page 2 of 2

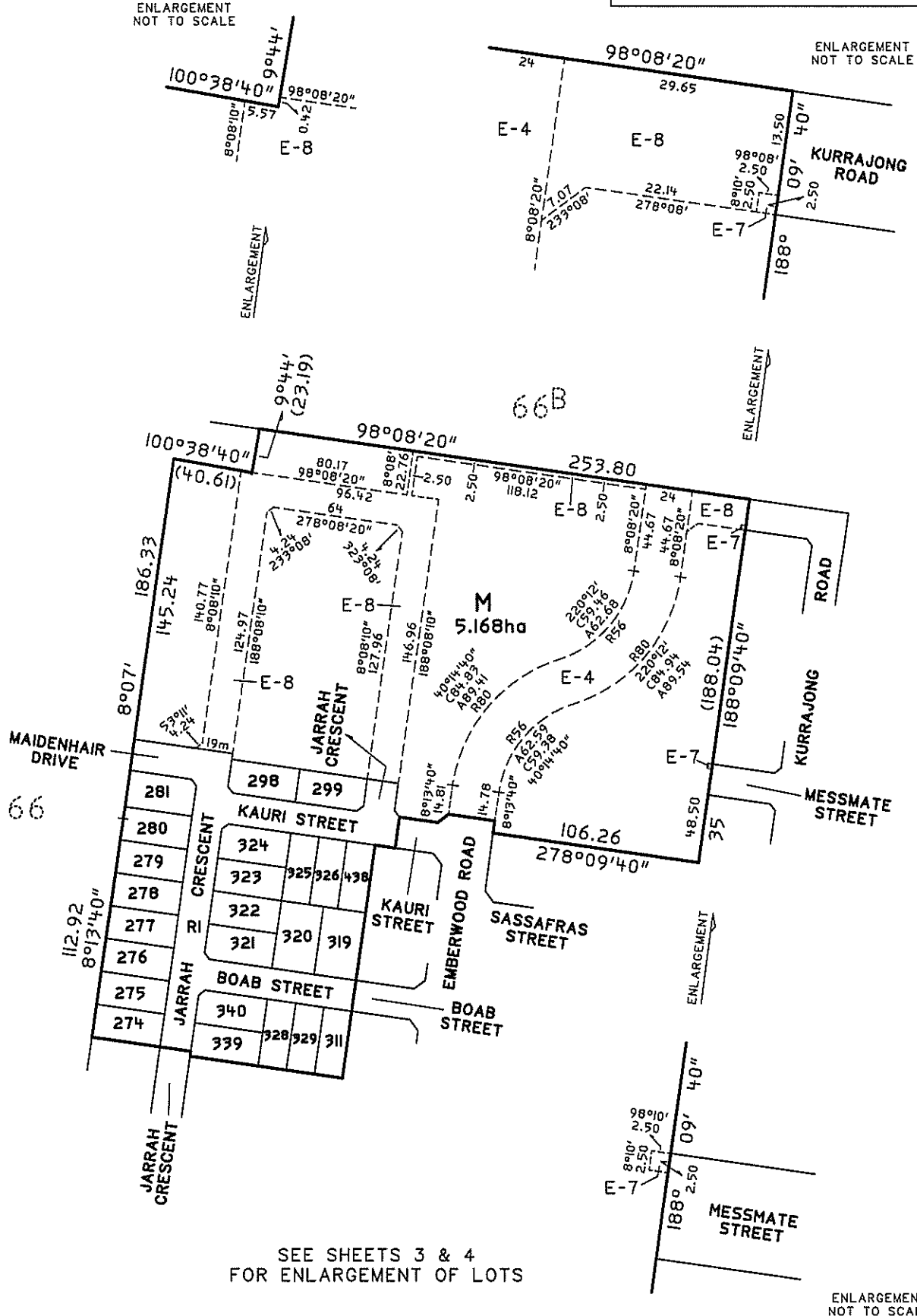
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PLAN OF SUBDIVISION		EDITION 1	Plan Number PS844535B	
LOCATION OF LAND PARISH: DROUIN EAST TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 66A (PART) CROWN PORTION: _____ TITLE REFERENCE: C/T VOL FOL LAST PLAN REFERENCE: PS844533F (LOT L) POSTAL ADDRESS: EMBERWOOD ROAD WARRAGUL, 3820 MGA CO-ORDINATES: E: 408280 ZONE: 55 <small>(of approx centre of land</small> N: 5777070 GDA 94 <small>in plan)</small>		Council Name: Baw Baw Shire Council Council Reference Number: PSB0040/22 Planning Permit Reference: PSB0016/11 SPEAR Reference Number: S196066A Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Marni Rotteveel for Baw Baw Shire Council on 17/08/2022		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	BAW BAW SHIRE COUNCIL			
NOTATIONS		LOTS 1 TO 273, 282 TO 297, 300 TO 310, 312 TO 318, 327 TO 338, 341 TO 437 & A TO L ARE OMITTED FROM THIS PLAN		
DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE.				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PSB0016/11 This survey has been connected to permanent mark No(s). In Proclaimed Survey Area No. _____				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	INSTRUMENT AN547989H	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-7	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	PS844528X - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-8	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
Beveridge Williams development & environment consultants Warragul ph : 56232257 www.beveridgewilliams.com.au		REF 1800286 DRG No. 1800286ps11.lcd		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Dean Norman Sneddon, Licensed Surveyor, Surveyor's Plan Version (2), 15/08/2022, SPEAR Ref: S196066A		SHEET 1 OF 4 SHEETS

ENLARGEMENT
NOT TO SCALE

ENLARGEMENT
NOT TO SCALE



SEE SHEETS 3 & 4
FOR ENLARGEMENT OF LOTS

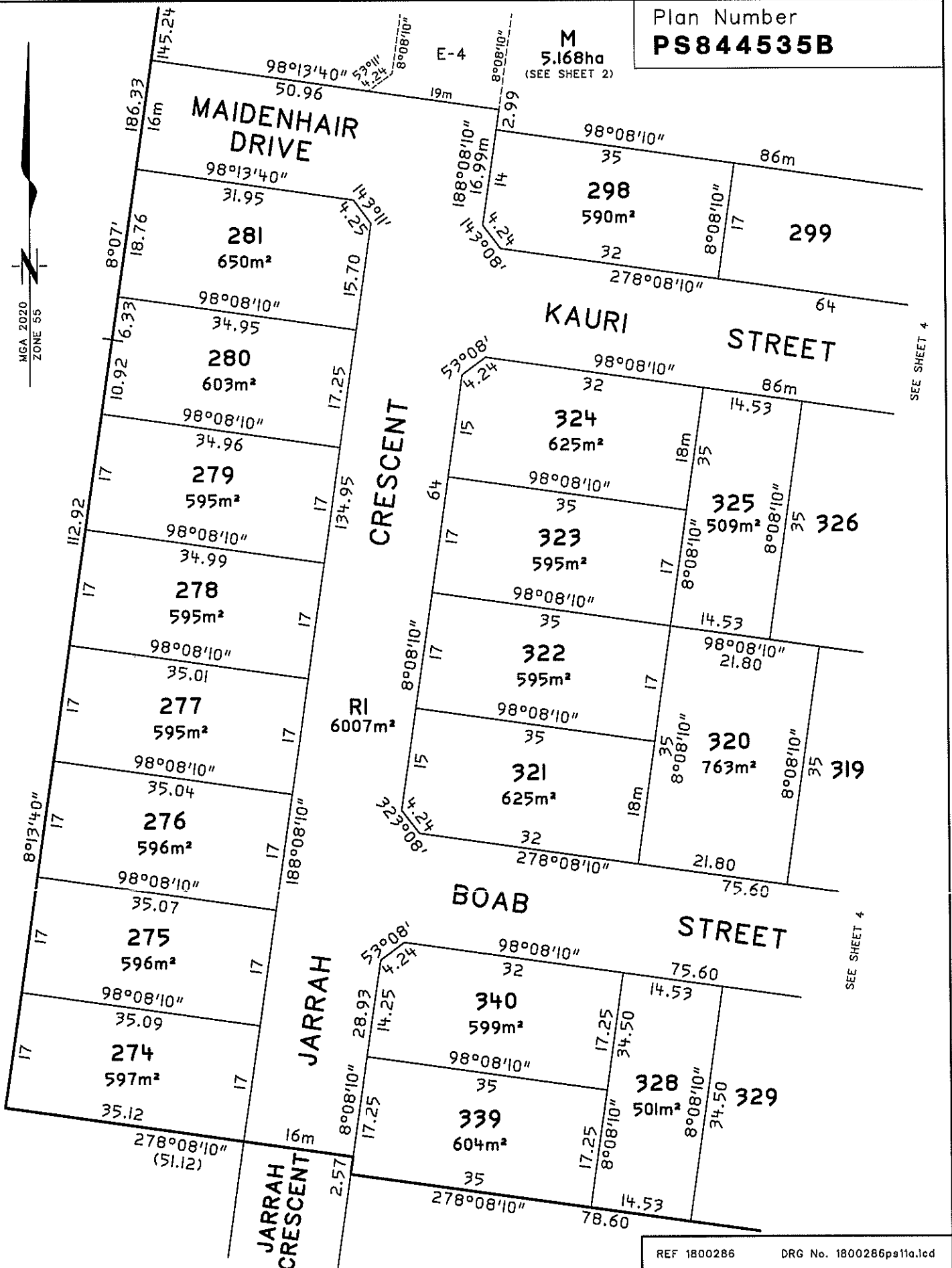
ENLARGEMENT
NOT TO SCALE

REF 1800286 DRG No. 1800286ps11.lcd

Plan Number
PS844535B

M
5.168ha
(SEE SHEET 2)

E-4



SEE SHEET 4

SEE SHEET 4

REF 1800286 DRG No. 1800286ps11a.lcd

BW Beveridge Williams
development & environment consultants
Warragul ph : 56232257
www.beveridgewilliams.com.au

SCALE 1:500
0 5 10 15 20
LENGTHS ARE IN METRES

Digitally signed by: Dean Norman Sneddon, Licensed Surveyor, Surveyor's Plan Version (2), 15/08/2022, SPEAR Ref: S196066A

ORIGINAL SHEET SIZE: A3 SHEET 3

Digitally signed by: Baw Baw Shire Council, 17/08/2022, SPEAR Ref: S196066A

M
5.168ha
(SEE SHEET 2)

**JARRAH
CRESCENT**



SEE SHEET 3

SEE SHEET 3



REF 1800286 DRG No. 1800286pe11o.icd

BW Beveridge Williams
development & environment consultants
Warragul ph : 56232257
www.beveridgewilliams.com.au

SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES

Digitally signed by: Dean Norman Sneddon, Licensed Surveyor,
Surveyor's Plan Version (2),
15/08/2022, SPEAR Ref: S196066A

ORIGINAL SHEET SIZE: A3 SHEET 4

Digitally signed by:
Baw Baw Shire Council,
17/08/2022,
SPEAR Ref: S196066A

EMBERWOOD SUBDIVISION - STAGE ELEVEN - 24 LOTS

SUTTON STREET, WARRAGUL
BAW BAW SHIRE COUNCIL

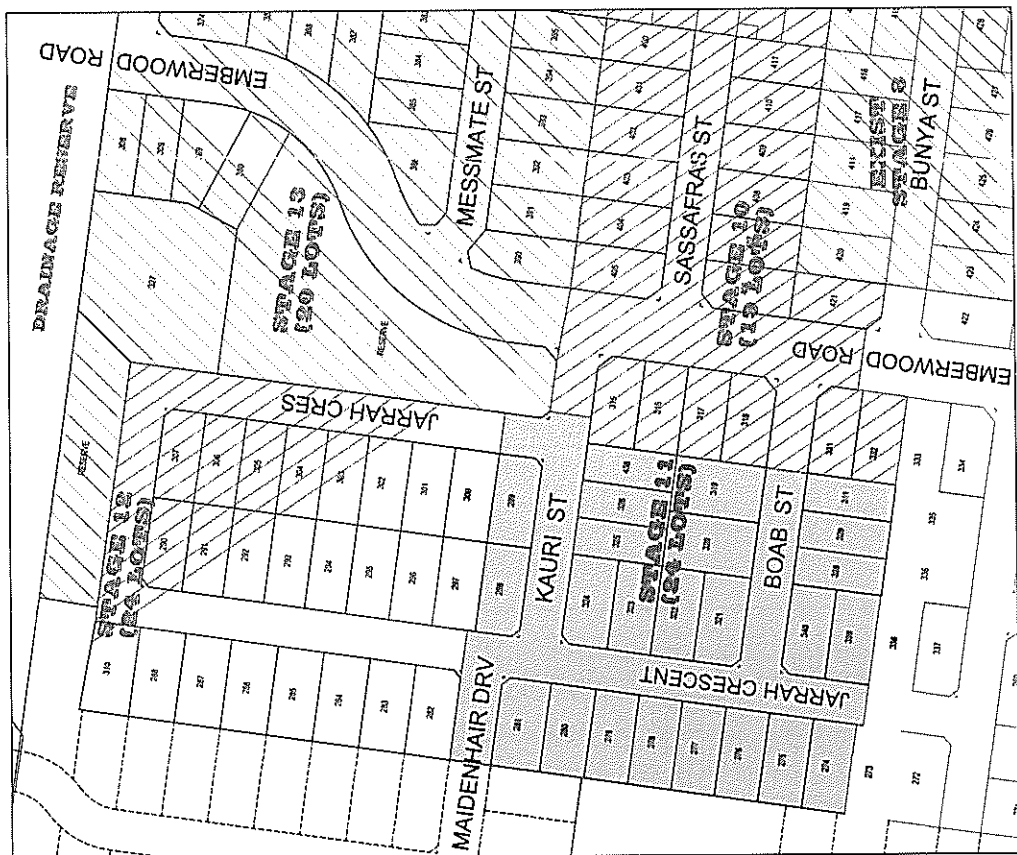
BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0001122
Acceptance Date: 28/11/2022
Authorised Officer: MALCOLM P
DOW

DRAWING INDEX - STAGE ELEVEN

GENERAL NOTES

- ALL WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH CURRENT BAW BAW SHIRE COUNCIL STANDARD DRAWINGS AND SPECIFICATIONS AND THE APPROVED ENGINEERING PLANS.
- LEVELS ARE TO ADH (AUSTRALIAN HEIGHT DATUM).
- EXISTING SERVICES SHOWN ARE APPROXIMATE ONLY AND ARE A GUIDE ONLY. NO GUARANTEE IS GIVEN THAT ALL SERVICES ARE SHOWN. THE CONTRACTOR IS TO DETERMINE THE LOCATION OF ALL SERVICES PRIOR TO THE COMMENCEMENT OF WORKS.
- WHERE SERVICES ARE TO BE LINGERED, THE WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT AUTHORITIES REQUIREMENTS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING OUT THE WORKS PRIOR TO CONSTRUCTION OF ANY PERMANENT WORKS OR ORDERING ANY COMPONENTS FORMING PART OF THE WORKS. COORDINATES FOR SETOUT WILL BE SUPPLIED TO THE CONTRACTOR IN 3d ACAD (.dwg) (.dxf) FORMAT
- THE CONTRACTOR SHALL NOTIFY COUNCIL 5 DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- TRAFFIC, SEWAGE AND CONTROL DURING ALL STAGES SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1742-2009: TRAFFIC CONTROL DEVICES FOR WORKS ON ROADS.
- NO EXCAVATION SHALL BE CARRIED OUT WITHIN 5m OF ANY EXISTING TREE UNTIL APPROVAL HAS BEEN GRANTED BY THE ENGINEER.
- ALL DRAINAGE PIPES ARE TO BE CLASS 2 RC PIPES WITH SLOTTED SOCKET RUBBER RING JOINTS UNLESS NOTED OTHERWISE. DRAINAGE PIPES LOCATED UNDER ROADS, VEHICULAR CROSSINGS AND FOOTPATHS TO BE BACKFILLED WITH 20mm CLASS 1 FINE CRUSHED ROCK. THE USE OF NON CONCRETE PIPES INCLUDING BEDDING, LAYING, JOINTING & BACKFILLING TO BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND INSTALLATION GUIDELINES
- ONLY THE USE OF Sump PIPES IS PERMITTED FOR NON-CONCRETE PIPES. SUBSTITUTES MUST BE REFERRED TO COUNCIL FOR APPROVAL PRIOR TO USE.
- PROPERTY CONNECTIONS TO MAINPANS ARE TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- FRONT LOW SIDE OF ROADS ARE TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- PROPERTY INLETS ON EASEMENT LINES ARE TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- VERTICAL RISER & 300mm DIA. CLASS 2 RC PIPES WITH SLOTTED SOCKET RUBBER RING JOINTS TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- APPROVED 100mm DIA. CLASS 2 RC PIPES WITH SLOTTED SOCKET RUBBER RING JOINTS TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- CHANNEL WHERE THERE ARE NO SIDEWALKS OR FOOTPATHS THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND ALL KERB & CHANNEL TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- ALL CONCRETE TO HAVE 20MPa COMPRESSIVE STRENGTH AND 10% AIR ENTRAINMENT UNLESS NOTED OTHERWISE.
- ALL CONDUIT & PROPERTY CONNECTIONS ARE TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- SWICKS: CONDITIONS LOCATED UNDER ROADS AND FOOTPATHS TO BE APPROVED BY COUNCIL PRIOR TO CONSTRUCTION.
- TOPSOIL FROM ROAD RESERVE IS TO BE USED TO REVEGETATE ALL DISTURBED, EXCAVATED & FILLED AREAS AT A MINIMUM DEPTH OF 100mm.
- ALL FILLING TO BE CARRIED OUT IN ACCORDANCE WITH AS 3799-2017 LEVEL 1. ALIGNMENTS & ROAD RESERVE - 8% STANDARD COMPACTION UNDER ROAD - 100% STANDARD COMPACTION. ALL FILL MATERIAL TO BE APPROVED BY SUPERINTENDANT PRIOR TO CARRYING TO SITE.
- THE CONTRACTOR SHALL ERECT & MAINTAIN ALL SIGNING, PLANNING & STRUTTING, DEMATERING DEVICES, BARRICADES, SIGNS, LIGHTS ETC. NECESSARY TO KEEP WORKS IN A SAFE & STABLE CONDITION FOR THE PROTECTION OF THE PUBLIC.
- BEFORE WORKS COMMENCING THE CONTRACTOR MUST SUBMIT TO BAW BAW SHIRE COUNCIL AN ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN FOR APPROVAL. APPROPRIATE TASKS TO CONTROL EROSION IS TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION & MAINTENANCE PERIOD. ALL WORKS ARE TO BE PERFORMED IN ACCORDANCE WITH EPA PUBLICATION 650 DOWNS IT RIGHT ON SUBMISSIONS SEPT 2004, AVAILABLE FROM EPA VICTORIA.
- ON COMPLETION OF WORKS THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL RUBBISH AND SPILL FROM THE SITE.
- WORKS FORM PART OF TOWN PLANNING APPLICATION No. P58001611C

DRAWING No.	DESCRIPTION
C1	COVER SHEET
C2	TYPICAL CROSS SECTIONS & DETAILS
C3	SITE PLAN
C4	DETAIL PLAN (SHEET 1 OF 2)
C5	DETAIL PLAN (SHEET 2 OF 2)
C6	JARRAH CRESCENT LONGITUDINAL SECTION
C7	JARRAH CRESCENT CROSS SECTIONS
C8	JARRAH CRESCENT CROSS SECTIONS
C9	KAURI ROAD LONGITUDINAL SECTION
C10	KAURI ROAD CROSS SECTIONS
C11	BOAB ROAD LONGITUDINAL SECTION
C12	BOAB ST CROSS SECTIONS
C13	MAIDENHAIR DRY LONGITUDINAL SECTION & CROSS SECTIONS
C14	LOT LONGITUDINAL SECTIONS
C15	INTERSECTION - BOAB ST & JARRAH DRY
C16	INTERSECTION - MAIDENHAIR DRY & JARRAH DRY
C17	INTERSECTION - KAURI ST & JARRAH DRY
C18	DRAINAGE LONGITUDINAL SECTIONS
C19	DRAINAGE LONGITUDINAL SECTIONS
C20	DRAINAGE LONGITUDINAL SECTIONS
C21	PIT SCHEDULE
C22	CUT-FILL PLAN
C23	STANDARD DRAWINGS (SHEET 1 OF 2)
SD 200	TYPICAL KERB PROFILES 'B' TYPE, 'SM' TYPE & 'M' TYPE
SD 205	PEDESTRIAN CROSSING
SD 210	TYPICAL FOOTPATH DETAILS
SD 220	REINFORCED CONCRETE PAVEMENT ISOLATION JOINT
SD 240	NEW RESIDENTIAL SINGLE VEHICLE CROSSING DETAIL
SD 245	NEW RESIDENTIAL SHARED / DOUBLE VEHICLE CROSSING
SD 405	DETAILS FOR ADJACENT PROPERTIES
SD 405	UNGRAVELLED PITS (6500 MAX. PIPE)
SD 410	STANDARD DRAWINGS (SHEET 2 OF 2)
SD 410	HALLINGED PITS
SD 420	JUNCTION PIT IN ROAD RESERVE
SD 425	JUNCTION PIT WITH CONCRETE COVER (NON TRAFFICABLE AREAS)
SD 440	SIDE ENTRY PIT (0.9m INLET WITH CAST IRON COVER & CONCRETE SURROUND FOR S.M. 2)
SD 515	STREET DRAIN CONNECTION



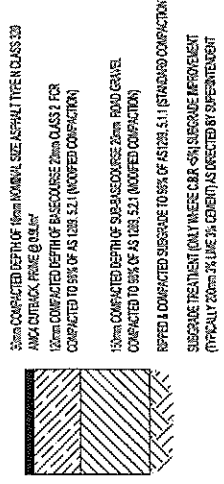
CONSTRUCTION ISSUE

REV	DESCRIPTION	DATE	DESIGNER	DATE	DATE
C	PROPOSED DETAIL DESIGN WITH CONTROL MEASURES	23/02/22	DRW	CRS	
E	CONSTRUCTION ISSUE	21/05/22	CHKD		
F	CONSTRUCTION ISSUE	05/07/22	CHKD		

ASX	386674-11
Drawn by	C1
Revised by	C

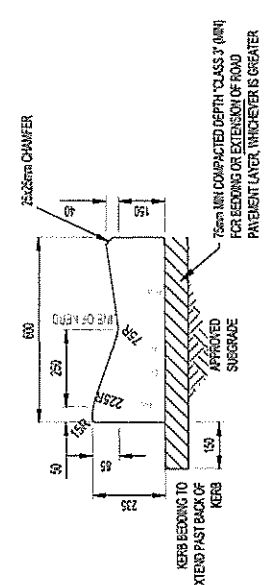
Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS

170 Victoria Road, Warragul
VIC 3920
Australia
Phone: 03 9400 1222
Fax: 03 9400 1223
Email: info@simonanderson.com.au
BAW BAW SHIRE COUNCIL

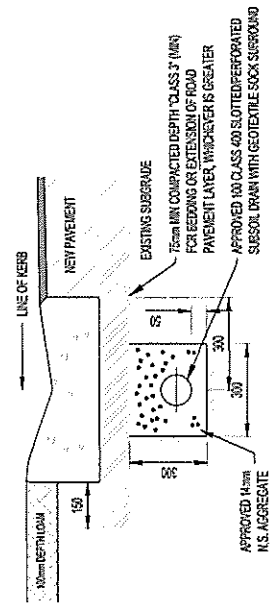


ROAD PAVEMENT DETAILS

JARRAH CR6, MANDERHART DRY, BOAB ST & KAURI ST
DIMENSIONS ARE IN MILLIMETRES - NOT TO SCALE



SM2-M (MODIFIED) KERB & CHANNEL
DIMENSIONS ARE IN MILLIMETRES - NOT TO SCALE
(REFER IDM SD 100 FOR NOTES)



NOTES:
1. THE DRAINS SHALL BE Laid ON A GRADE PARALLEL TO THE FINISHED SURFACE.
2. DOWELS TO BE USED WHERE NEW KERBS ADJOIN EXISTING KERBS

SUBSOIL DRAIN DETAIL

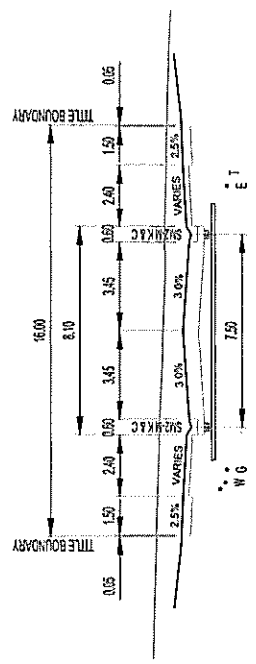
DIMENSIONS ARE IN MILLIMETRES - NOT TO SCALE



TWO-PART RETAINING WALL

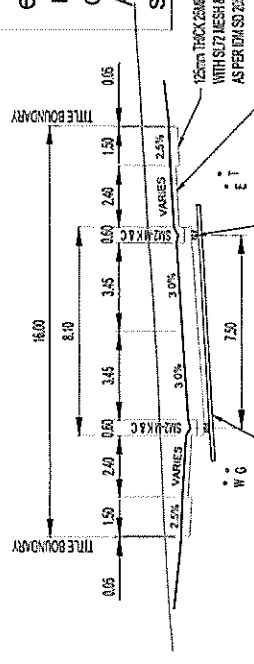
NOT TO SCALE

NOTES
1. RETAINING WALLS ARE LOCATED WITHIN THE LOWER LOT



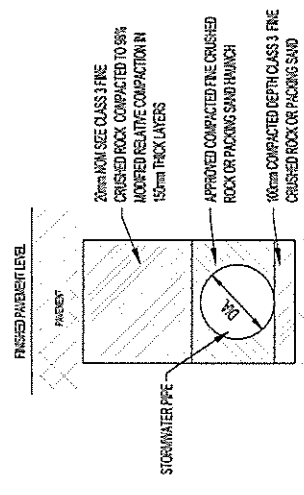
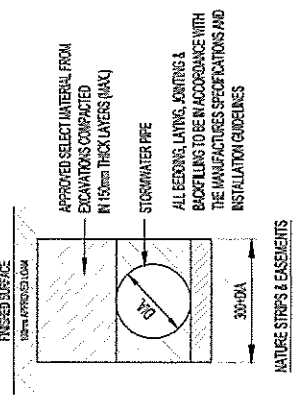
TYP. RETAINING WALL

NOT TO SCALE



16m ROAD RESERVE - TYPICAL CROSS SECTION

NOT TO SCALE



Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not constitute a design or engineering approval. The design engineering firm submitting the documents is responsible for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

CONSTRUCTION ISSUE

Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
Site: **SUTTON STREET, WARRAGUL**
Doc: **PS50016/11C**

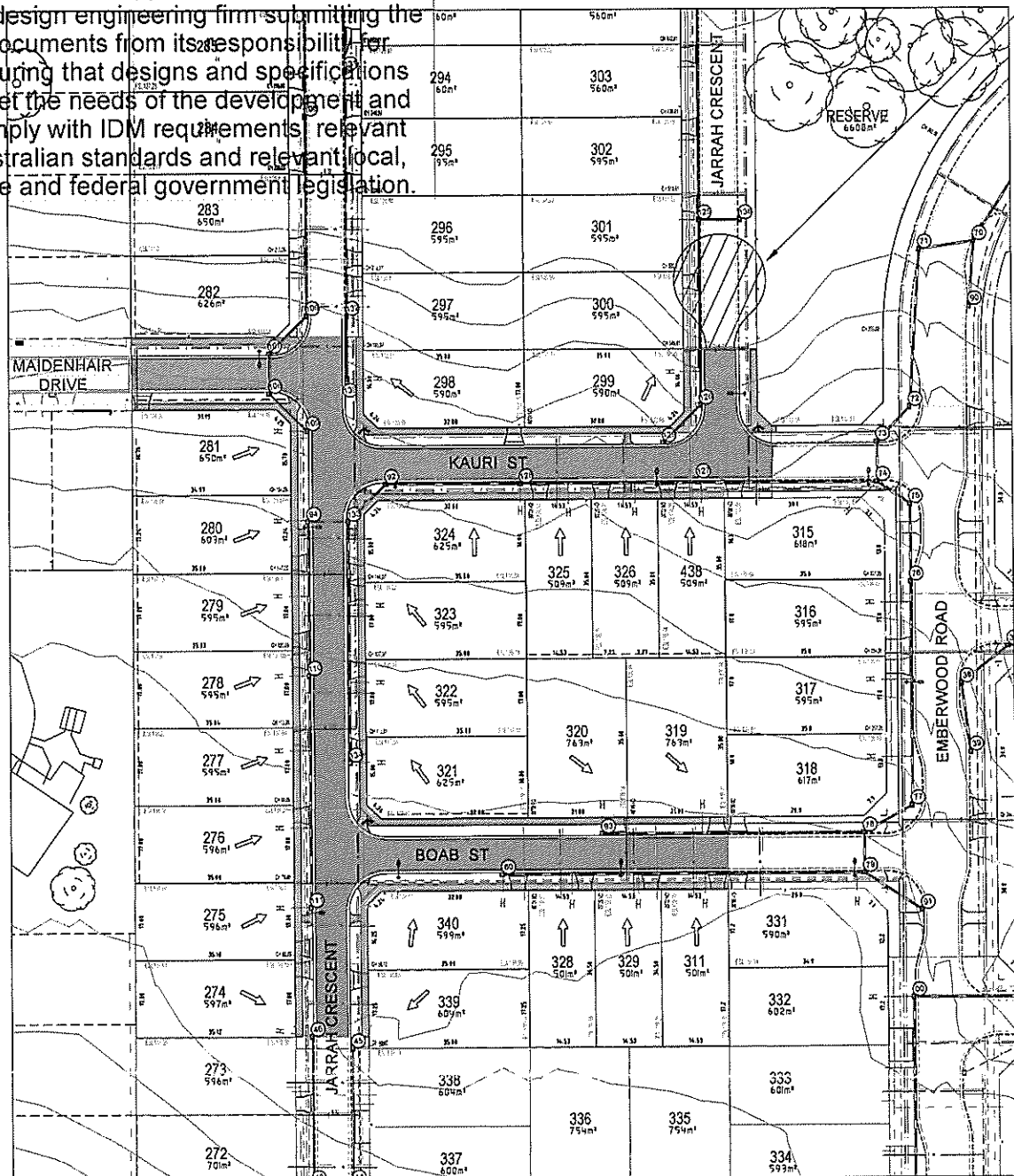
AS/NZS 3867:4-11
Emp No: **C2**
Rev No: **C**

Simon Anderson Consultants
CHIL | STRUCTURAL | PROJECT ENGINEERS
100-110 Main Street, Warragul, VIC 3920
Phone: 03 9402 1000
www.simonanderson.com.au

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

TEMPORARY VEHICLE TURNAROUND,
250mm CLASS 2 BASE COURSE
TO 97% OF AS1289 S2.1
(MODIFIED COMPACTION) WITH 150mm
WIDE CONCRETE EDGE STRIP
BETWEEN KERBS & CHANNELS

1 No T2-4
ROAD CLOSED
1 No D4-5A 1800x450



BAW BAW SHIRE COUNCIL
APPROVED

Ref No: ENG0031/22
Acceptance Date: 29/11/2022

LAYOUT PLAN - STAGE ELEVEN - 24 LOTS
SCALE 1:500 (A1 sheet)
SCALE 1:1,000 (A3 sheet)

Authorised Officer: MALCOLM P DOW

- LEGEND**
- LOT NUMBERS 227
 - ALLOTMENT AREAS 595m²
 - PROPOSED RETAINING WALL
 - PROPOSED LOT DRAINAGE
 - PROPOSED OVERLAND FLOW
 - PROPOSED DRAINAGE PIPES
 - 1.5m WIDE CONCRETE FOOTPATH
 - ROAD PAVEMENT (LIP - LIP)
 - PROPOSED PSM
 - EXISTING SURFACE CONTOUR ARE SHOWN AT 1.0m INTERVALS.

	KAURI STREET		BOAB STREET		JARRAH CRESCENT		MAIDENHAIR DRIVE	
	SIDE	OFFSET (m)	SIDE	OFFSET (m)	SIDE	OFFSET (m)	SIDE	OFFSET (m)
BOX	North	3.95	North	3.95	East	3.95	North	3.95
	South	3.95	South	3.95	West	3.95	South	3.95
ELECTRICITY	South	2.40	South	2.40	East	2.40	North	2.40
TELCO	South	2.00	South	2.00	East	2.00	North	2.00
WATER	North	2.60	North	2.60	West	2.60	South	2.40
GAS	North	2.10	North	2.10	West	2.10	South	2.05
SEWER (Gravity)	South	1.00	North	1.00	East	1.00		
Exist. Sewer Rising Main								

* Electricity and Telco to be in shared trench

CONSTRUCTION ISSUE

REV	DESCRIPTION	APP'D	DATE	Drawn	Check'd
				ARV	CRS
C	FOR COUNCIL APPROVAL - WITH COUNCIL AMENDMENTS	CS	25/10/2022		
B	GENERAL REVISION	CS	14/05/2022		
A	DRAWING ISSUE	CS	10/05/2022		

EMBERWOOD ESTATE - STAGE ELEVEN
SUTTON STREET, WARRAGUL - PP-PSB18/11C

Client: EMBERWOOD ESTATE PTY LTD

Job No: 386674-11
Drawing: C3
Revision: C

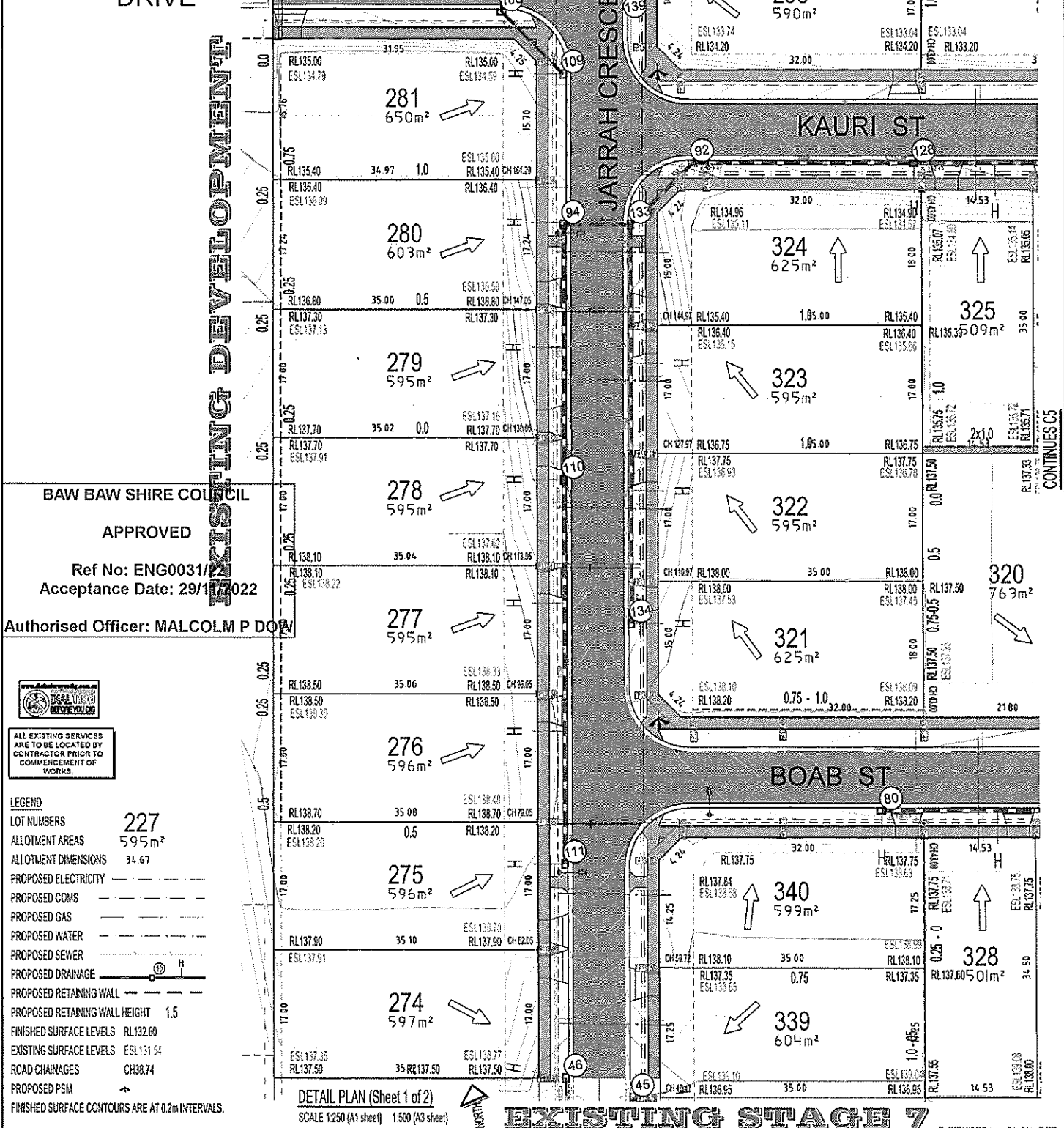
Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS

File: 386674-11 C3 L1.dwg Date: October 21, 2022

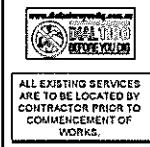
Printed by: Simon Anderson
Printed on: 22/10/2022 10:52:00
Plot: 386674-11 C3.dwg

EAIRYS DATE | SCALE | FILE | CADD

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.



BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW



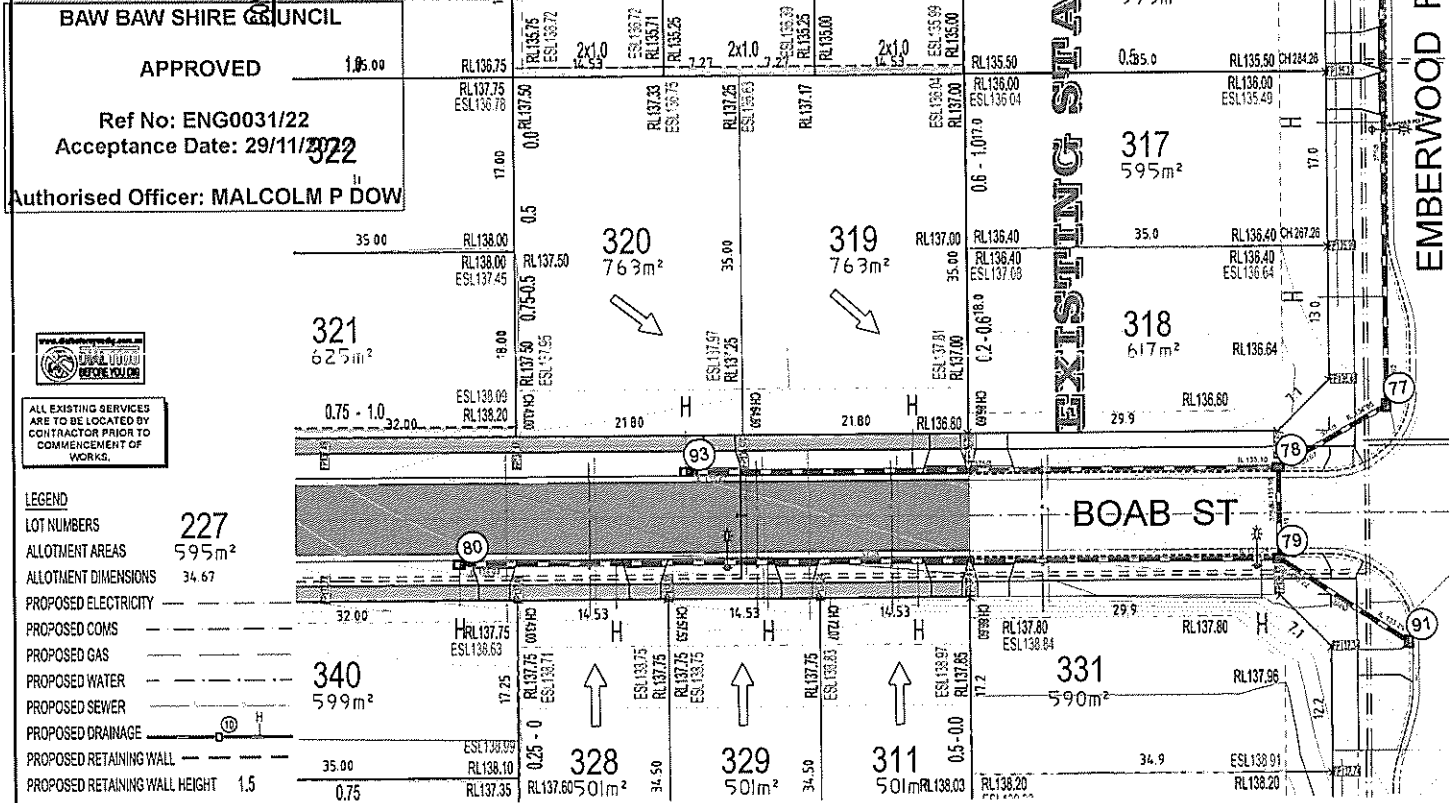
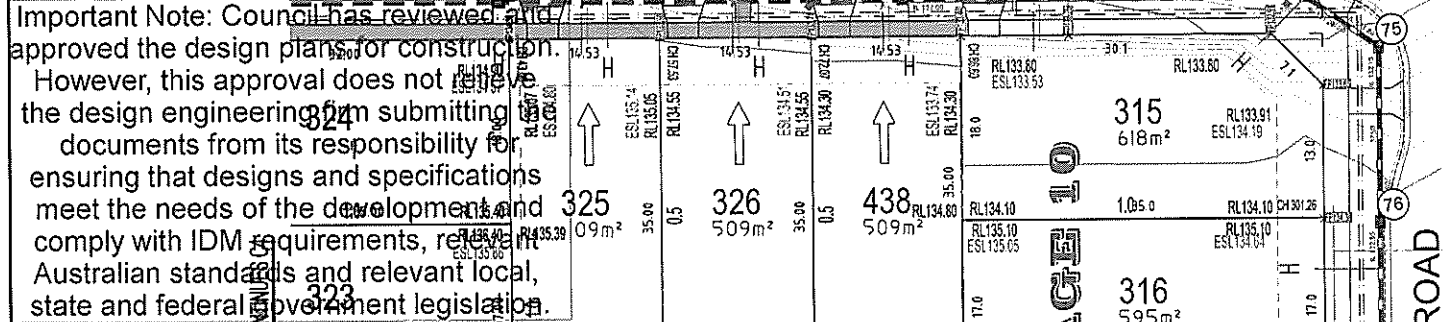
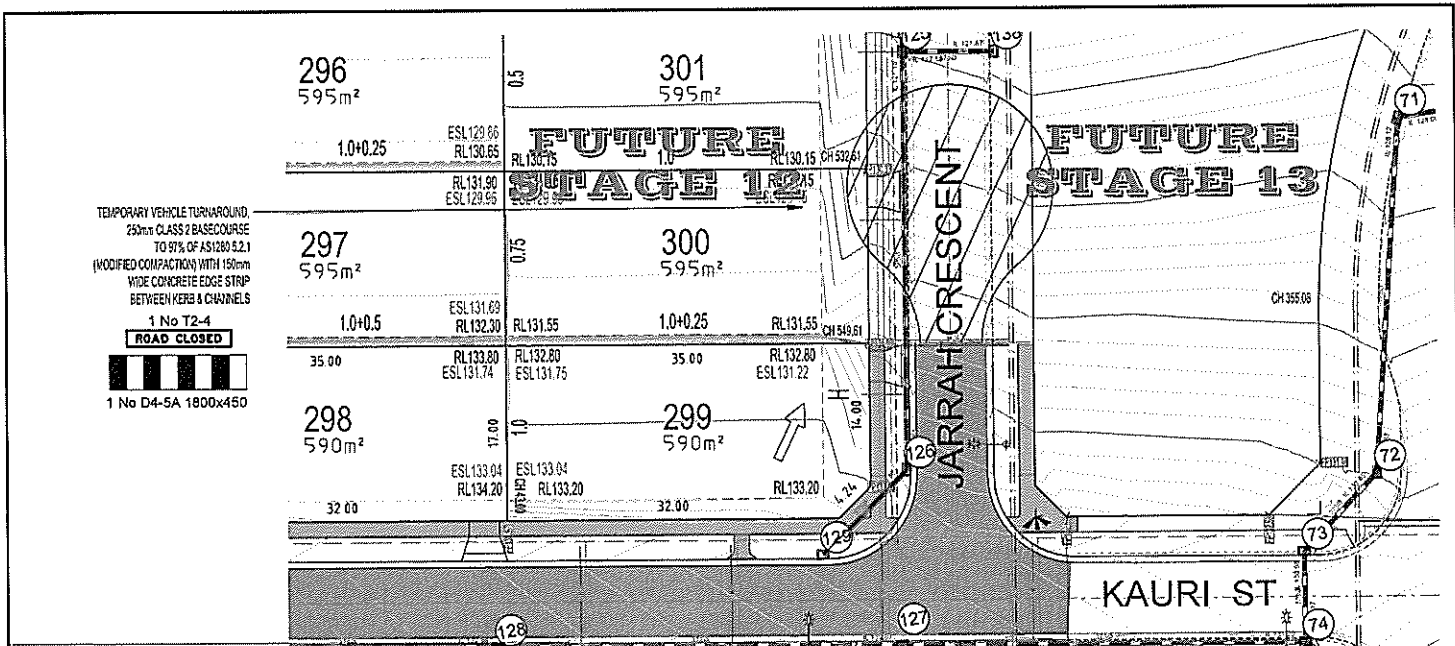
- LEGEND**
- LOT NUMBERS 227
 - ALLOTMENT AREAS 595m²
 - ALLOTMENT DIMENSIONS 34.67
 - PROPOSED ELECTRICITY
 - PROPOSED COMS
 - PROPOSED GAS
 - PROPOSED WATER
 - PROPOSED SEWER
 - PROPOSED DRAINAGE
 - PROPOSED RETAINING WALL
 - PROPOSED RETAINING WALL HEIGHT 1.5
 - FINISHED SURFACE LEVELS RL132.60
 - EXISTING SURFACE LEVELS ESL134.54
 - ROAD CHANGES CH38.74
 - PROPOSED PSM
 - FINISHED SURFACE CONTOURS ARE AT 0.2m INTERVALS.

REV	DESCRIPTION	APPD	DATE	Desgs	ARV	Project	Job No
C	FOR COUNCIL APPROVAL - WITH COUNCIL AGREEMENTS	CS	29/11/2022			EMBERWOOD ESTATE - STAGE ELEVEN SUTTON STREET, WARRAGUL - PP-PSB16/11C	386674-11
B	GENERAL REVISION	CS	24/05/2022				0000000000
A	ORIGINAL ISSUE	CS	12/02/2022				

EXISTING STAGE 7

Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS

File: 386674-11_Consultants Date: October 25, 2022



Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not release the design engineering firm submitting documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED 1.05.00
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW

LEGEND
 LOT NUMBERS 227
 ALLOTMENT AREAS 595m²
 ALLOTMENT DIMENSIONS 34.67
 PROPOSED ELECTRICITY
 PROPOSED COMS
 PROPOSED GAS
 PROPOSED WATER
 PROPOSED SEWER
 PROPOSED DRAINAGE
 PROPOSED RETAINING WALL
 PROPOSED RETAINING WALL HEIGHT 1.5
 FINISHED SURFACE LEVELS RL132.60
 EXISTING SURFACE LEVELS ESL131.54
 ROAD CHAINAGES CH38.74
 PROPOSED PSM
 FINISHED SURFACE CONTOURS ARE AT 0.2m INTERVALS.

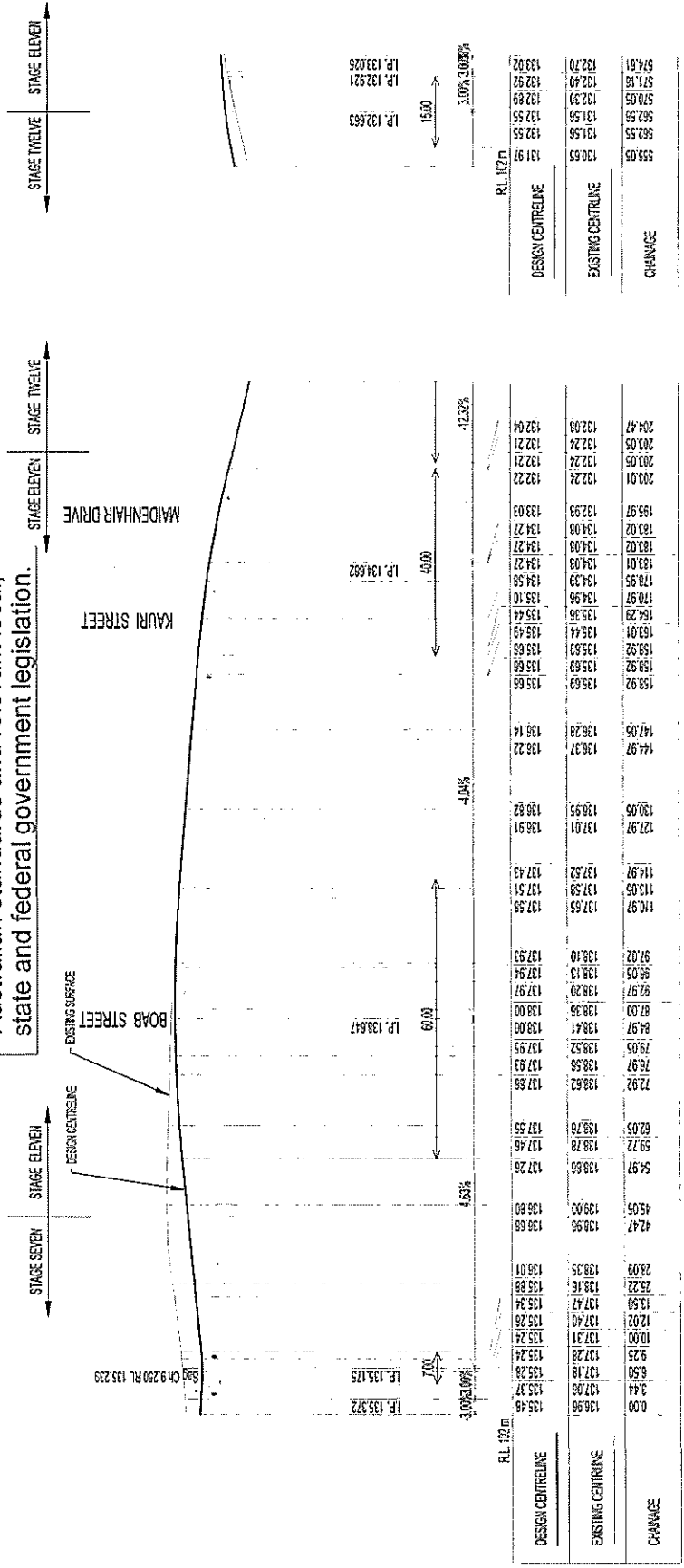
NOTE: STREET LIGHTING SHOWN AS INDICATIVE ONLY. FINAL POSITION TO BE DETERMINED BY ELECTRICAL DESIGNER

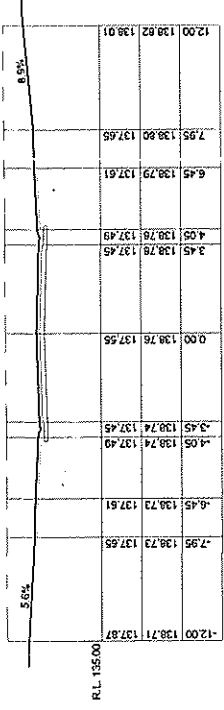
DETAIL PLAN (Sheet 2 of 2)
 SCALE 1:250 (A1 sheet) 1:500 (A3 sheet)

CONSTRUCTION ISSUE

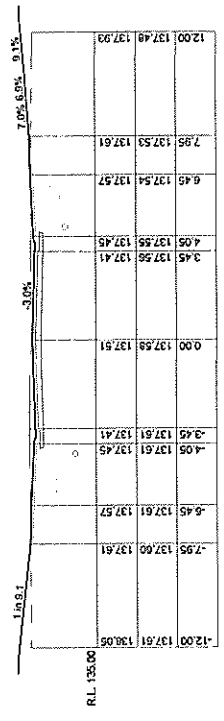
REV	DESCRIPTION	ORD	DATE	Desg	ARV	Project	Job No	Client	Scale	Drawn by	Checked by	Rev	Date
						EMBERWOOD ESTATE - STAGE ELEVEN SUTTON STREET, WARRAGUL - PP-PSB16/11C	386674-11	Simon Anderson Consultants	1:250 (A1 sheet) 1:500 (A3 sheet)	CS	C		
B	FOR COUNCIL APPROVAL - WITH COUNCIL AMENDMENTS	CS	29/10/2022										
C	GENERAL REVISION	CS	14/05/2022										
A	ORIGINAL ISSUE	CS	10/05/2022										

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

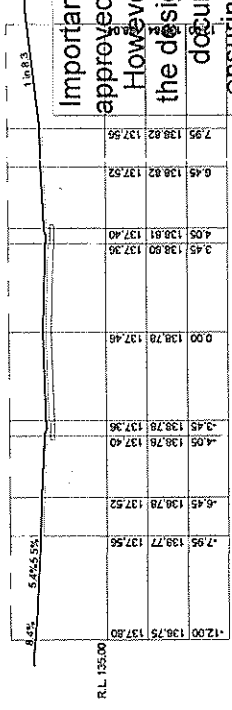




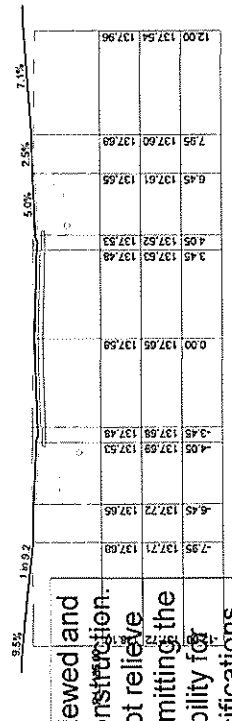
CH 62.05



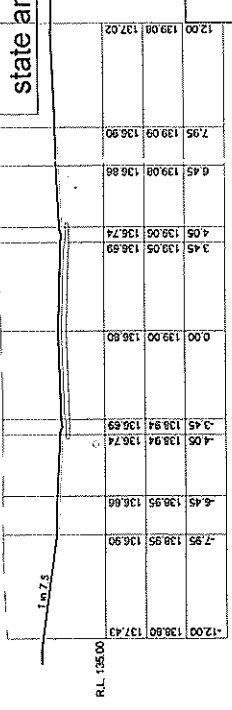
CH 113.05



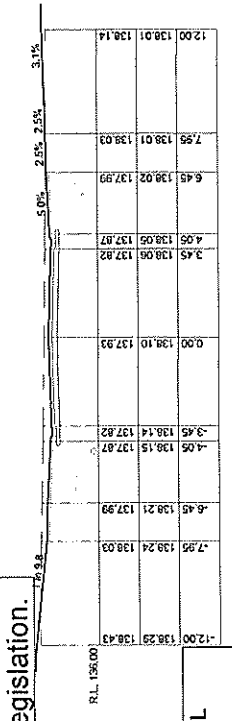
CH 59.72



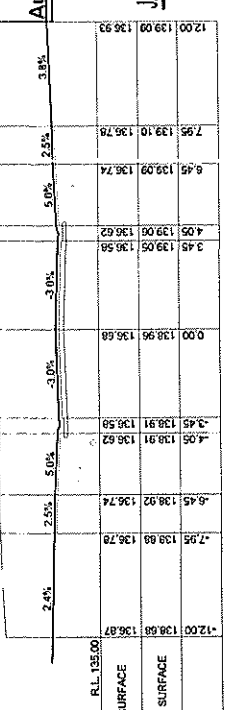
CH 110.97



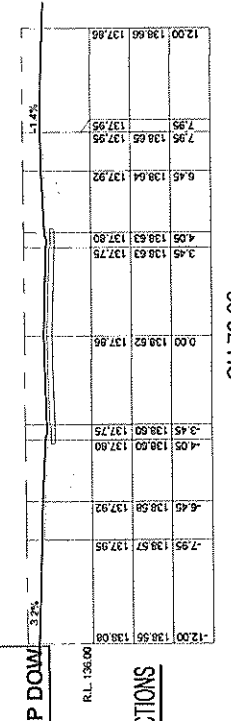
CH 45.05



CH 97.01



CH 42.47



CH 72.92

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL

APPROVED

Ref No: ENG0031/22
Acceptance Date: 29/11/2022

Authorised Officer: MALCOLM P DOWD

JARRAH CRESCENT ROAD CROSS SECTIONS
CH 42.47 to CH 113.05

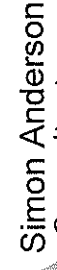
SCALE H:100, V:100 (A1 sheet)
SCALE H:200, V:1200 (A0 sheet)

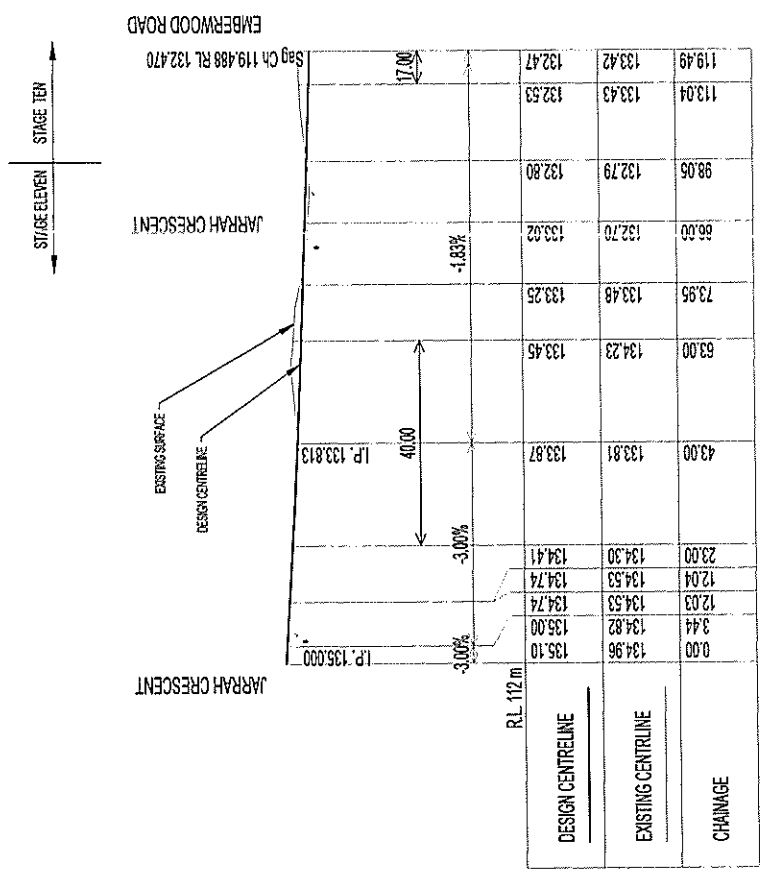
REV	DESCRIPTION	DATE	BY	CHK	APP
1	ISSUED FOR PERMIT	10/05/2022	MD	CS	CS
2	PERMITTED APPROVAL DETAILS WITH COLOR A6E 04/15	05/05/2022	MD	CS	CS
3	PERMITTED APPROVAL DETAILS WITH COLOR A6E 04/15	05/05/2022	MD	CS	CS

CONSTRUCTION ISSUE

Project: EMBERWOOD ESTATE, STAGE ELEVEN
SUTTON STREET, WARRAGUL

Drawn: 386674-11
Checked: C7
Revised: C





KAURI STREET - LONGITUDINAL SECTION

SCALE H:1.500, V:1.250 (All sheets)
SCALE H:1.000, V:1.500 (A3 sheet)

CHAINAGE	EXISTING CENTRELINE	DESIGN CENTRELINE	EXISTING SURFACE
0.00	134.96	135.10	135.10
3.44	134.82	135.00	135.00
12.04	134.53	134.74	134.74
23.00	134.30	134.41	134.41
43.00	133.81	133.87	133.87
63.00	134.23	133.45	133.45
73.96	133.48	133.25	133.25
86.00	132.70	133.02	133.02
98.06	132.79	132.80	132.80
113.04	133.43	132.53	132.53
119.49	133.42	132.47	132.47

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

CONSTRUCTION ISSUE

REV	DESCRIPTION	DATE	BY	CHK
C	PROPOSED APPROVAL DETAIL DESIGN WITH PROPOSED DIMENSIONS	29/11/22	CS	CS
B	DESIGN REVISION	29/11/22	CS	CS
A	ORIGINAL ISSUE	10/MAY/22	CS	CS

Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
SUTTON STREET, WARRAGUL
Date: 10 MAY 2022
Drawn: PP-PSB016/HIC

Drawn: 386574-11
Checked: CS
Reviewed: C

Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS
BAIRNSDALE | SCALE | CELEONVS
170 Berrymore Street, Berrymore, VIC 3752
03 5961 7234
www.simonandersonconsultants.com.au

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

CH 98.05

12.00	133.02	133.04
11.02	133.02	133.00
10.00	133.00	133.00
7.95	133.51	133.23
6.45	133.37	133.19
4.95	133.15	132.95
3.45	133.00	132.91
0.00	132.79	132.60
3.45	132.44	132.70
4.95	132.50	132.75
6.45	132.23	132.97
7.95	132.00	132.90
-12.00	131.73	132.42

CH 57.53

12.00	135.11	134.93
7.95	134.91	133.98
6.45	134.84	133.94
4.95	134.05	133.70
3.45	134.05	133.65
0.00	134.41	133.55
3.45	134.13	133.45
4.95	134.02	133.43
6.45	133.90	133.61
7.95	133.77	133.63
-10.00	133.82	133.82
-12.00	133.40	133.15

CH 73.95

12.00	134.37	134.23
7.95	134.10	133.67
6.45	134.02	133.63
4.95	133.91	133.33
3.45	133.70	133.35
0.00	133.40	133.25
3.45	133.10	133.14
4.95	133.14	133.19
6.45	132.92	133.31
7.95	132.70	133.34
-12.00	132.41	133.11

CH 43.00

12.00	134.72	134.69
10.00	134.90	134.90
7.95	134.42	134.30
6.45	134.31	134.25
4.95	134.12	134.02
3.45	134.03	133.97
0.00	133.81	133.87
3.45	133.54	133.77
4.95	133.50	133.91
6.45	133.31	133.93
7.95	133.19	133.97
-10.00	134.20	134.20
-12.00	132.89	134.15

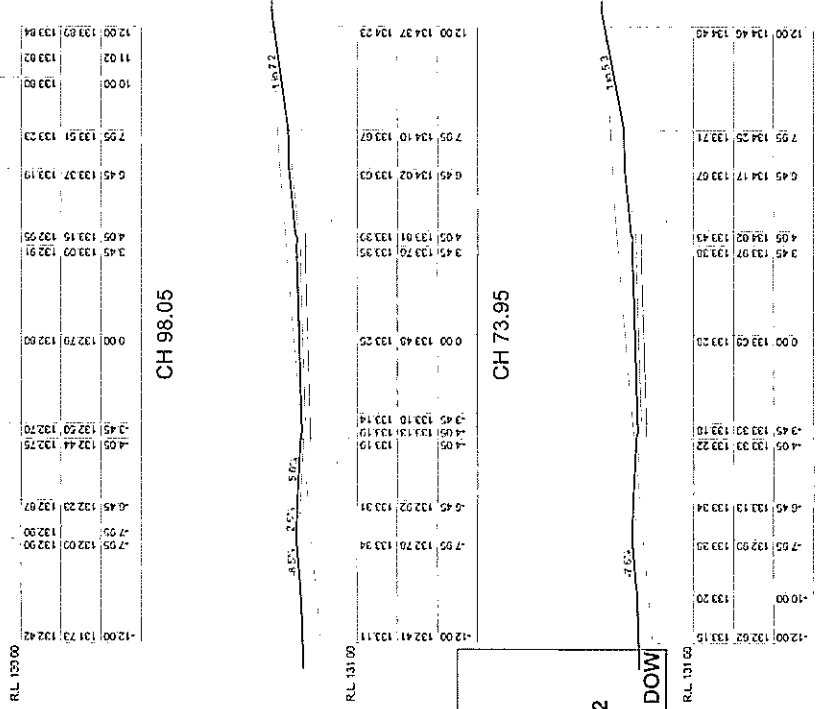
CH 72.07

12.00	134.46	134.40
7.95	134.25	133.71
6.45	134.17	133.67
4.95	134.02	133.43
3.45	133.97	133.30
0.00	133.69	133.20
3.45	133.33	133.22
4.95	133.30	133.28
6.45	133.13	133.34
7.95	132.90	133.35
-10.00	133.20	133.20
-12.00	132.62	133.15

CH 12.05

12.00	135.22	135.07
7.95	135.03	135.17
6.45	134.95	135.13
4.95	134.77	134.85
3.45	134.77	134.85
0.00	134.52	134.74
3.45	134.20	134.64
4.95	134.24	134.63
6.45	134.04	134.80
7.95	133.92	134.84
-12.00	133.60	134.14

BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW



KAURI STREET CROSS SECTIONS
 CH 12.05 to CH 98.05
 SCALE: H=100, V=1:60 (A1 sheet)
 SCALE: H=200, V=1:200 (A3 sheet)

CONSTRUCTION ISSUE

STRUCTURAL FILL UNDER ROAD PAVEMENT & FOOTPATHS
 SUBGRADE TO BE PREPARED & COMPACTED TO APPROVAL
 OF SUPERINTERGENTIAL 5% MODIFIED DRY DENSITY.

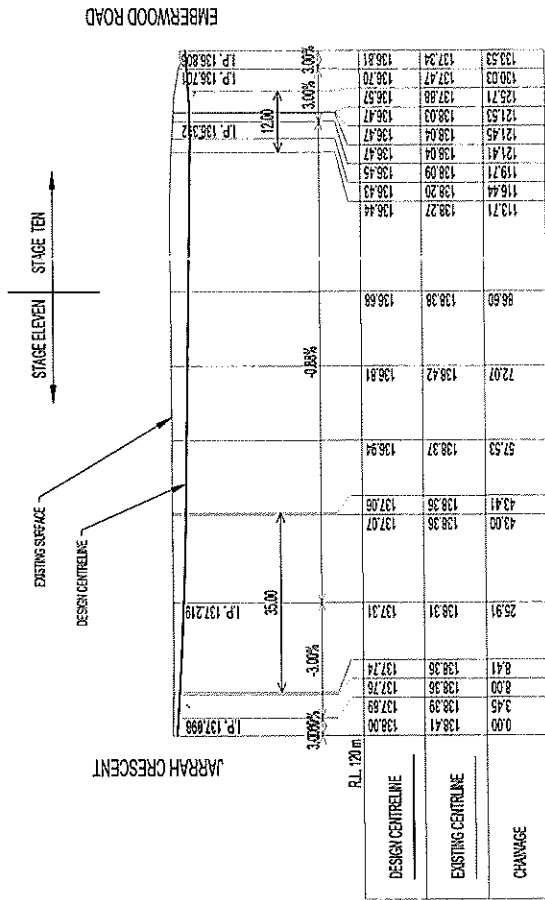
Simon Anderson Consultants
 CIVIL | STRUCTURAL | PROJECT ENGINEERS

REV	DESCRIPTION	DATE	BY	CHK	REV	DATE	BY	CHK
1	ISSUE FOR CONSTRUCTION	15/11/22	MD	MD	1	15/11/22	MD	MD
2	FOR APPROVAL	15/11/22	MD	MD	2	15/11/22	MD	MD
3	FOR APPROVAL	15/11/22	MD	MD	3	15/11/22	MD	MD

Project: 396674-11
 Example: C10
 Client: C

Project: EMBERWOOD ESTATE, STAGE ELEVEN
 SUTTON STREET, WARRAGUL
 Client: EMBERWOOD ESTATE PTY LTD - PP-FS957611C

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.



BOAB STREET - LONGITUDINAL SECTION

SCALE: H:1:500, V:1:250 (A1 sheet)
SCALE: H:1:1000, V:1:500 (A3 sheet)

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

CONSTRUCTION ISSUE

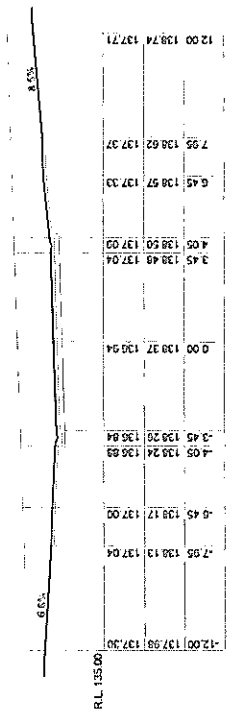
REV	DESCRIPTION	DATE	DRN	ARY	DATE	DRN	ARY
A	PROPOSED APPROVAL DETAIL DESIGN WITH COORDINATE QUESTIONS	23/10/2022	CS	CS	10 MAY 2022	CS	CS
B	GENERAL ISSUE	24/02/2022	CS	CS	10 MAY 2022	CS	CS
C	GENERAL ISSUE	29/11/2022	CS	CS	10 MAY 2022	CS	CS

PROJECT: EMERALDWOOD ESTATE, STAGE ELEVEN
SUTTON STREET, WARRAGUL
DRAWN BY: PP-FS80016/1C

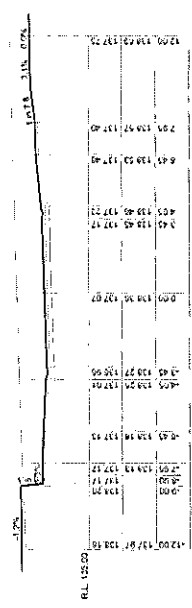
DATE: 30/07/21
DRAWING NO: C11
SHEET NO: C

Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS
11 KENNEDY STREET, WARRAGUL VIC 3686
PH: 03 5921 7000
WWW.SIMONANDERSONCONSULTANTS.COM.AU

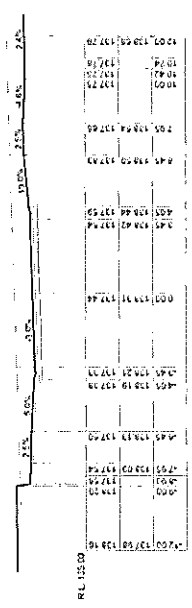
BAW BAW SHIRE COUNCIL
CIVIL | STRUCTURAL | PROJECT ENGINEERS
DATE: 29/11/2022



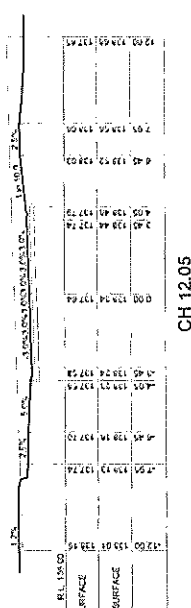
CH 57.53



CH 43.00



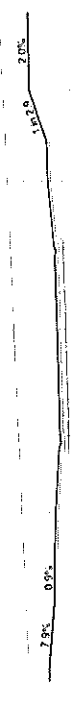
CH 20.00



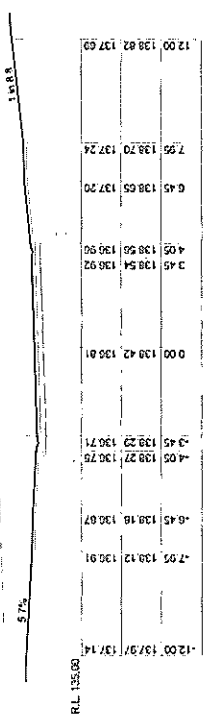
CH 12.05

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW



CH 86.60



CH 72.07

BOARD STREET CROSS SECTIONS
 CH 12.05 to CH 86.60
 SCALE: H:100, V:100 (As sheet)
 SCALE: H:200, V:200 (As sheet)

CONSTRUCTION ISSUE

Project: **EMERWOOD ESTATE, STAGE ELEVEN**
 Site: **SUTTON STREET, WARRAGUL**

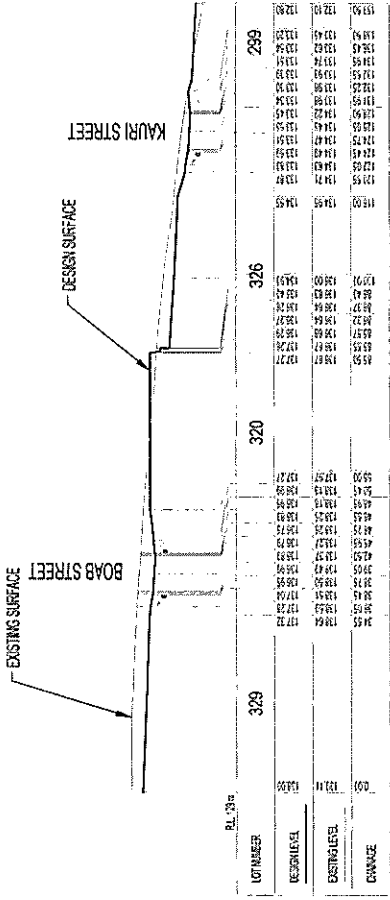
Drawn: **386674-11**
 Checked: **C12**
 Reviewed: **C**

REV	DESCRIPTION	DATE	BY	CHK
C	FOR COUNCIL APPROVAL - INITIAL DESIGN AND CONSTRUCTION	29/11/2022	MDWAY/222	
B	GENERAL PROVISION	15/09/22		
A	ISSUE FOR TENDERS	15/09/22		

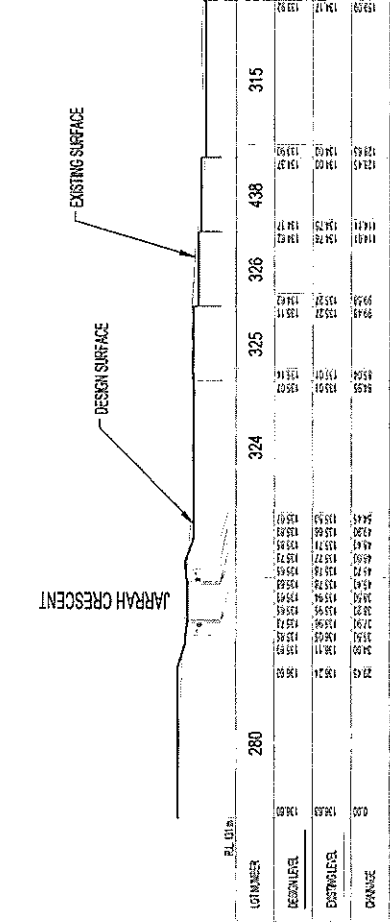


CIVIL | STRUCTURAL | PROJECT ENGINEERS

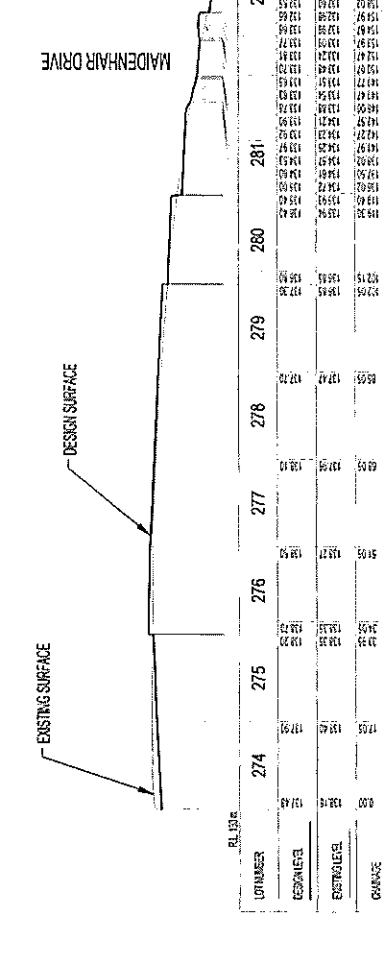
PROJECT: 386674-11



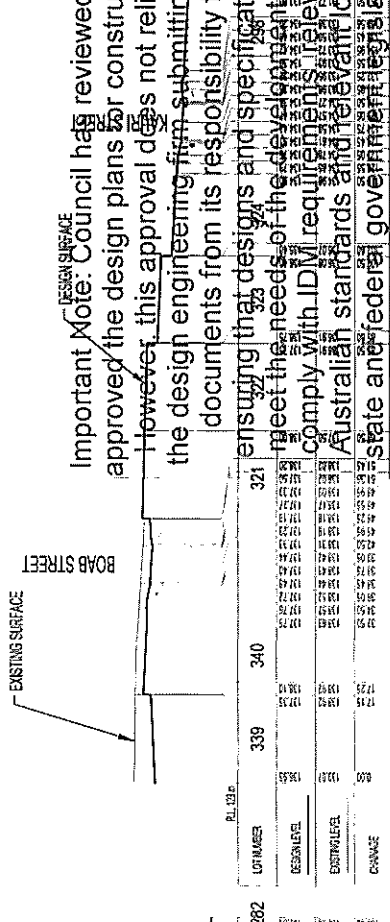
LONGITUDINAL SECTION - LOTS 329 - 331
SCALE: H:1:500, V:1:250 (A1 sheet) SCALE: H:1:1000, V:1:500 (A3 sheet)



LONGITUDINAL SECTION - LOTS 324 - 326
SCALE: H:1:500, V:1:250 (A1 sheet) SCALE: H:1:1000, V:1:500 (A3 sheet)



LONGITUDINAL SECTION - LOTS 274 - 282
SCALE: H:1:500, V:1:250 (A1 sheet) SCALE: H:1:1000, V:1:500 (A3 sheet)



LONGITUDINAL SECTION - LOTS 339 - 341
SCALE: H:1:500, V:1:250 (A1 sheet) SCALE: H:1:1000, V:1:500 (A3 sheet)

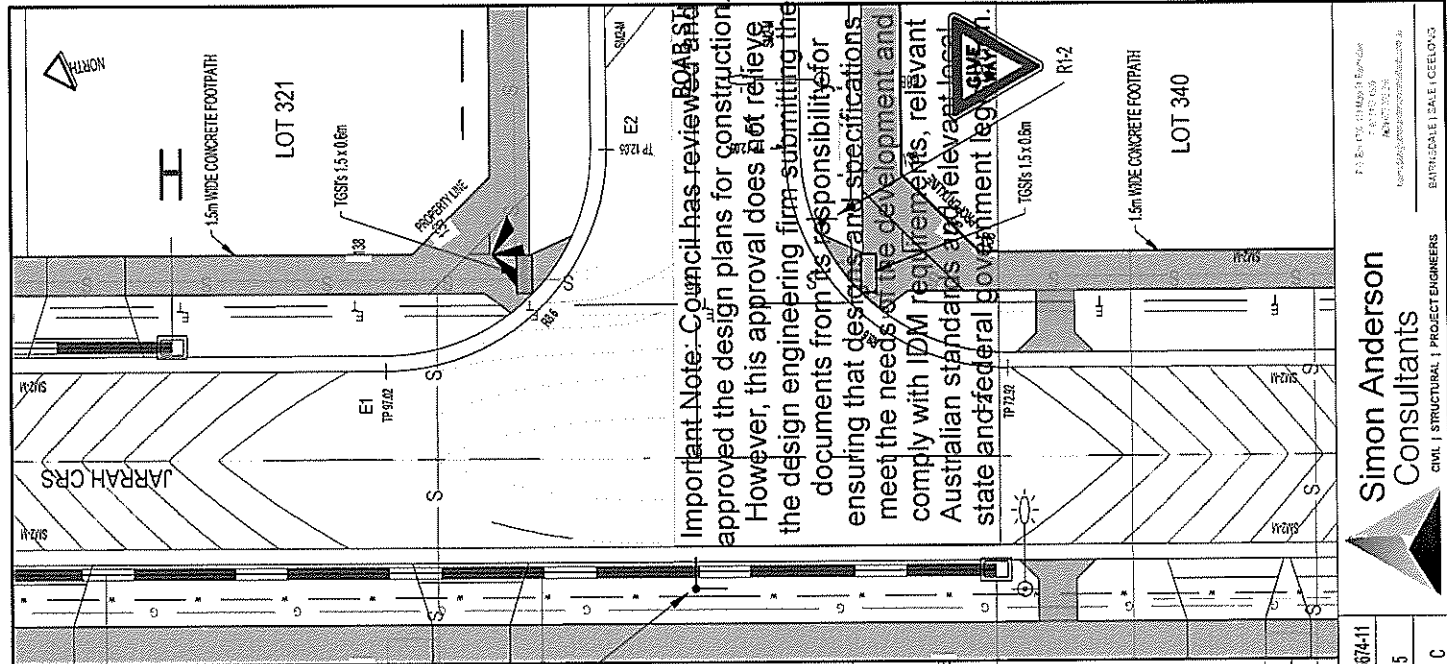
Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDMI requirements relevant to Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG003122
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

CONSTRUCTION ISSUE

REV	DESCRIPTION	DATE	BY	CHK	DATE	BY	CHK
C	FOR CONSTRUCTION APPROVAL	10 MAY 2022	DR	DR	10 MAY 2022	DR	DR
B	FOR CONSTRUCTION APPROVAL	10 MAY 2022	DR	DR	10 MAY 2022	DR	DR
A	FOR CONSTRUCTION APPROVAL	10 MAY 2022	DR	DR	10 MAY 2022	DR	DR

Simon Anderson Consultants
CIVIL / STRUCTURAL / PROJECT ENGINEERS
395574-11
Drawing: C14
Revision: C
Project: EMERALD ESTATE, STAGE ELEVEN
SUTTON STREET, WARRAGUL
Date: 10 MAY 2022
Project: EMERALD ESTATE PTY LTD - PP - P53001611C
Scale: 1:500



Important Note: Council has reviewed and approved the design plan for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that design and specifications meet the needs of the development and comply with IPDM requirements, relevant Australian standards and relevant local state and federal government legislation.



TACTILE GROUND SURFACE INDICATOR (TGSIs) NOTES

- TGSIs TO BE UNSCREWED PEVA POLYURETHANE BLADE SHAFT TYPE, 35mm Ø x 15mm HEIGHT AT 50mm CENTRES, COLOUR YELLOW (68 LUMINOUS REFLECTANCE).
- TGSIs TO BE Laid AT 90° TO DIRECTION OF TRAVEL ACROSS FULL WIDTH OF PATH (1.5m MIN) FOR ALBERTH ON 0.6m.
- TGSIs TO START AT 0.5m OFFSET FROM KERB INSET.



EXISTING SURFACE	DESIGN SURFACE	DESIGN LIP OF KERB	EXISTING SURFACE	DISTANCE
13.51198 62.3725	13.51198 62.3725	13.51198 62.3725	13.51198 62.3725	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
8.97138 58.1378	8.97138 58.1378	8.97138 58.1378	8.97138 58.1378	
6.28138 53.1378	6.28138 53.1378	6.28138 53.1378	6.28138 53.1378	
5.61138 52.1378	5.61138 52.1378	5.61138 52.1378	5.61138 52.1378	
2.74138 47.1378	2.74138 47.1378	2.74138 47.1378	2.74138 47.1378	
0.00138 42.1378	0.00138 42.1378	0.00138 42.1378	0.00138 42.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	

BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG003/1/22
 Acceptance Date: 29/11/2022

Authorised Officer: MALCOLM P DOW
 STREET LIGHTING SHOWS AS INDICATED ONLY.
 FINAL POSITION TO BE DETERMINED BY ELECTRICAL DESIGNER
 FINISHED SURFACE CONTOURS ARE AT 50mm INTERVALS

- LINEMARKING AND SIGNAGE NOTES**
- ALL LINEMARKING, SIGNING AND TRAFFIC CONTROL DEVICES FOR THIS PROJECT TO BE IN ACCORDANCE WITH VICROADS TRAFFIC ENGINEERING MANUAL VOLUME 2 AND AS1742.1, 2 & 3.
 - GUEYWAY HUBBING LINE TO BE 300mm WIDE CONSISTING OF 4 LINE SEGMENTS 600mm LONG SEPARATED BY 600mm GAPS. CONTINUITY LINE TO BE 150mm WIDE (NOT SHOWN)



EXISTING SURFACE	DESIGN SURFACE	DESIGN LIP OF KERB	EXISTING SURFACE	DISTANCE
13.51198 62.3725	13.51198 62.3725	13.51198 62.3725	13.51198 62.3725	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
8.97138 58.1378	8.97138 58.1378	8.97138 58.1378	8.97138 58.1378	
6.28138 53.1378	6.28138 53.1378	6.28138 53.1378	6.28138 53.1378	
5.61138 52.1378	5.61138 52.1378	5.61138 52.1378	5.61138 52.1378	
2.74138 47.1378	2.74138 47.1378	2.74138 47.1378	2.74138 47.1378	
0.00138 42.1378	0.00138 42.1378	0.00138 42.1378	0.00138 42.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	
10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	10.00138 58.1378	



ALL EXISTING SERVICES ARE TO BE LOCATED BY COMMENCEMENT OF WORKS.

CONSTRUCTION ISSUE

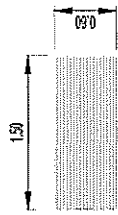
Project	386674-11
Drawn by	C15
Checked by	C
Date	10 MAY 2022
Project Name	EMBERWOOD ESTATE, STAGE ELEVEN
Location	SUTTON STREET, WARRAGUL
Client	EMBERWOOD ESTATE PTY LTD - PP-P88001611C

Simon Anderson Consultants
 CIVIL | STRUCTURAL | PROJECT ENGINEERS

13/16
 100 WARRAGUL STREET
 WARRAGUL VIC 3686
 AUSTRALIA
 TEL: 03 5231 2324
 FAX: 03 5231 2325
 EMAIL: SA@SIMONANDERSONCONSULTANTS.COM.AU
 SA@SIMONANDERSONCONSULTANTS.COM.AU

LINEMARKING AND SIGNAGE NOTES

1. ALL LINEMARKING, SIGNING AND TRAFFIC CONTROL DEVICES FOR THIS PROJECT TO BE IN ACCORDANCE WITH VICROADS TRAFFIC ENGINEERING MANUAL VOLUME 2 AND AS1742.1, 2 & 3.
2. GREENWAY HOLDING LINE TO BE 300mm WIDE CONSISTING OF LINE SEGMENTS 600mm LONG SEPARATED BY 600mm GAPS. CENTERLINE TO BE 150mm WIDE (NOT SHOWN)



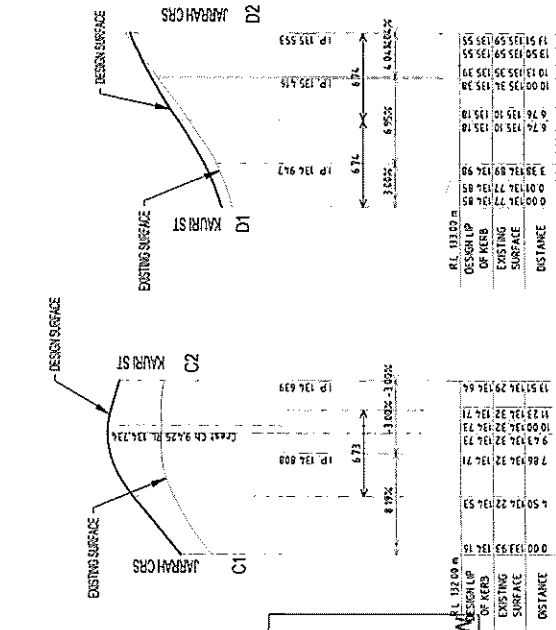
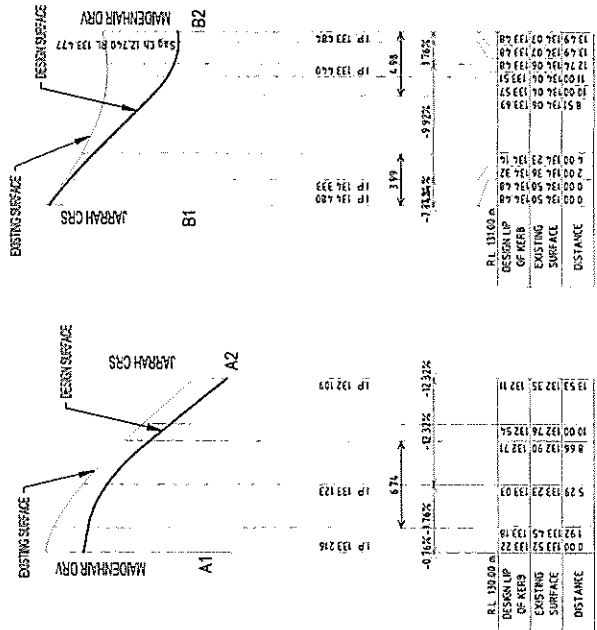
TACTILE GROUND SURFACE INDICATOR (TGSi) NOTES

1. TGSIs TO BE DISCREET PPSA-POLYURETHANE BLADE SHAFT TYPE, 50mm (0+5mm) HEIGHT AT 50mm CENTRES, COLOUR YELLOW (80 LUMINOUS REFLECTANCE).
2. TGSIs TO BE LAID AT 90° TO DIRECTION OF TRAVEL ACROSS FULL WIDTH OF PATH (1.5m MIN) FOR ALIBRIGHT ON 0.6%.
3. TGSIs TO START AT 0.3m OFFSET FROM MEC INERT.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOWN



NOTES: STREET LIGHTING SHOWN AS INDICATIVE ONLY.
FINAL POSITION TO BE DETERMINED BY ELECTRICAL DESIGNER
FINISHED SURFACE CONTOURS ARE AT 50mm INTERVALS



KERB LIP PROFILES
SCALE: H:1200 V:120 (A1 sheet)
SCALE: H:1400 V:140 (A3 sheet)

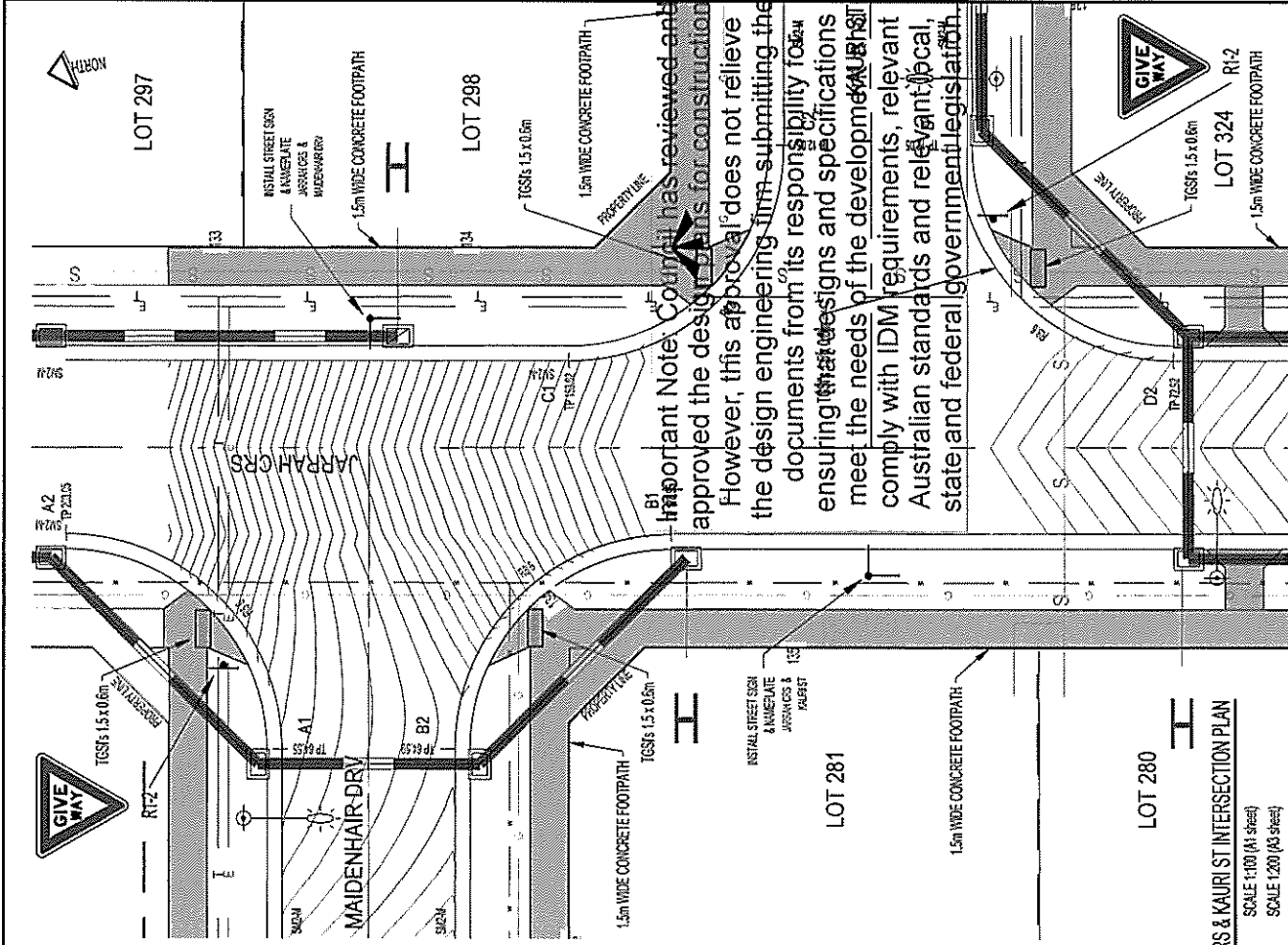
Simon Anderson Consultants
CIVIL / STRUCTURAL / PROJECT ENGINEERS

Project: 380674-11
Drawing: C16
Revision: C

Project: EMERWOOD ESTATE, STAGE ELEVEN
Drawing: SUTTON STREET, WARRAGUL
Date: 10 MAY 2022

REV	DESCRIPTION	DATE	BY	CHK
1	PERMANENT FINISHING LEVELS WITH CURB ASSESSMENTS	03	SAUNDERS	
2	DESIGN REVISION	23	SAUNDERS	
3	FINAL ISSUE	03	SAUNDERS	

CONSTRUCTION ISSUE



JARRAH CRs & KAUURI ST INTERSECTION PLAN
SCALE: H:1200 V:120 (A1 sheet)
SCALE: H:1200 V:120 (A3 sheet)

JARRAH CRs & MAIDENHAIR DRV INTERSECTION PLAN
SCALE: H:1200 V:120 (A1 sheet)
SCALE: H:1200 V:120 (A3 sheet)

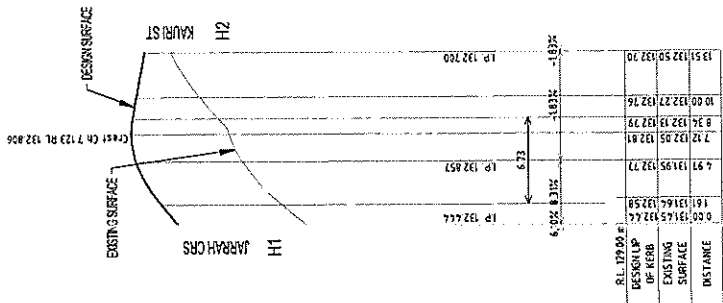
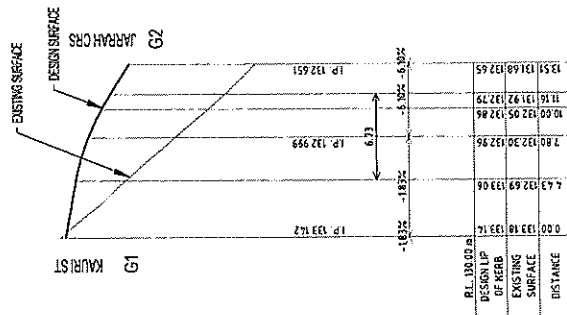
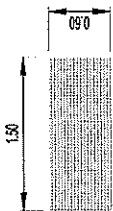
Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

LINEMARKING AND SIGNAGE NOTES

- ALL LINEMARKING, SIGNING AND TRAFFIC CONTROL DEVICES FOR THIS PROJECT TO BE IN ACCORDANCE WITH VICROADS TRAFFIC ENGINEERING MANUAL VOLUME 2 AND AS1742.1, 2 & 3.
- GHEWHAY HOLDING LINE TO BE 660mm WIDE CONSISTING OF 4 LINE SEGMENTS 660mm LONG SEPARATED BY 660mm GAPS. CONTRASTY LINE TO BE 150mm WIDE. (NOT SHOWN)

TACTILE GROUND SURFACE INDICATOR (TSGI) NOTES

- TSGIS TO BE DISCREET PPSA POLYURETHANE BLADE SHAFT TYPE, 39mm Ø, 1.5mm HEIGHT AT 50mm CENTRES, COLOUR YELLOW (6) LUMINOUS REFLECTANCE.
- TSGIS TO BE LAID AT 90° TO DIRECTION OF TRAVEL ACROSS FULL WIDTH OF PATH (1.5m MIN) FOR A LENGTH OF 6.0m.
- TSGIS TO START AT 0.5m OFFSET FROM KERB INSERT.

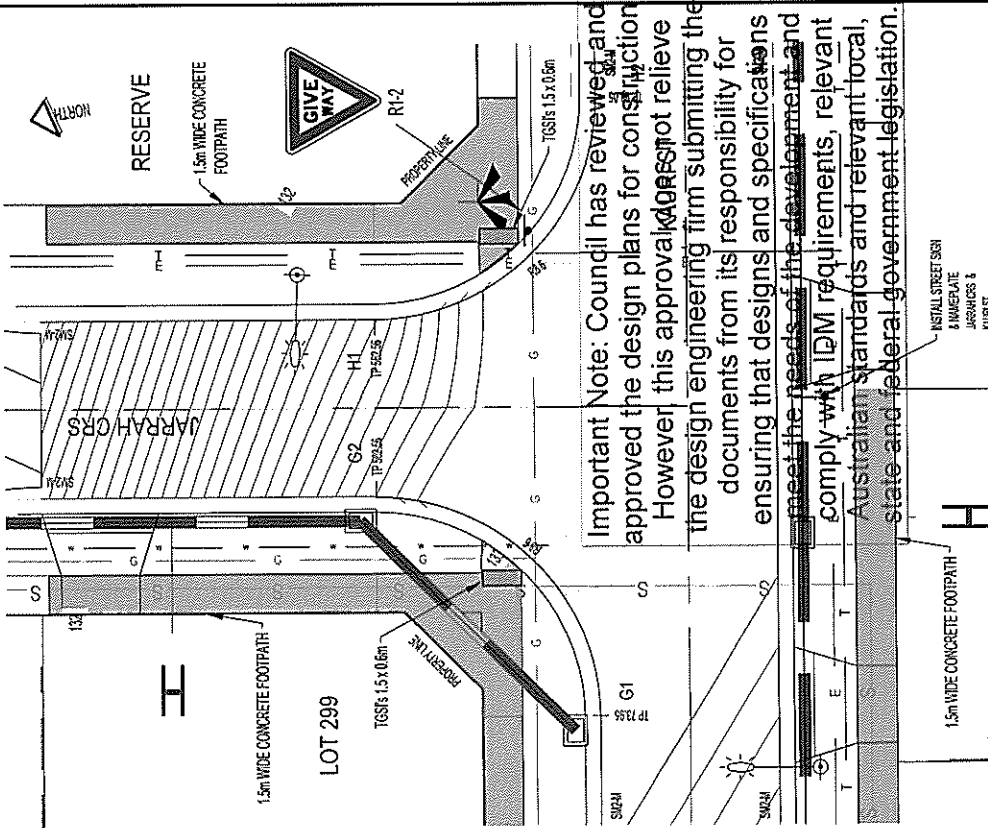


KERBLIP PROFILES
SCALE H 1:200 V 1:20 (A1 sheet)
SCALE H 1:400 V 1:40 (A3 sheet)

NOTES:
STREET LIGHTING SHOWN AS INDICATIVE ONLY.
FINAL POSITION TO BE DETERMINED BY ELECTRICAL DESIGNER.
FINISH SURFACE CONTOURS ARE AT 10mm INTERVALS.



ALL EXISTING SERVICES ARE TO BE LOCATED BY COMMENCEMENT OF WORKS.



Important Note: Council has reviewed and approved the design plans for construction. However this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with LDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

JARRAH CRS - KAURI ST INTERSECTION PLAN
SCALE 1:100 (A1 sheet)
SCALE 1:200 (A3 sheet)

Simon Anderson Consultants
CIVIL, STRUCTURAL, PROJECT ENGINEERS

15-17, 114 Macleay Street
WARRAGUL VIC 3280
03 9237 2738
simon@simonanderson.com.au

EMBERWOOD ESTATE, STAGE ELEVEN
SUITON STREET, WARRAGUL

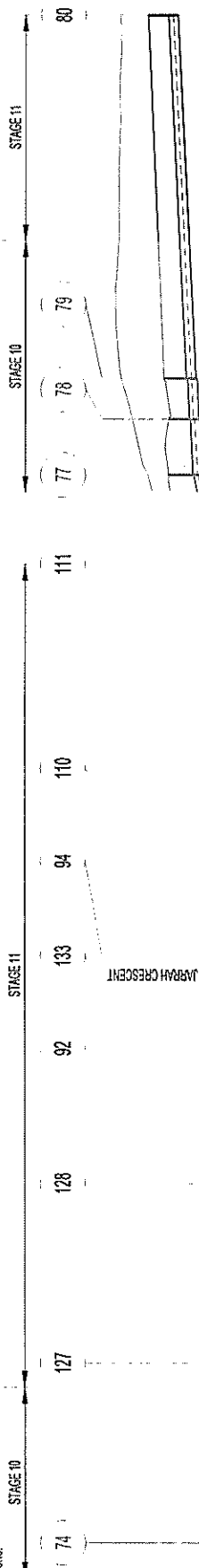
Project: 386674-11
Drawn by: C17
Revised: C
Date: 10 MAY 2022
By: P-PS80016/1C

CONSTRUCTION ISSUE

Date: 29/11/2022

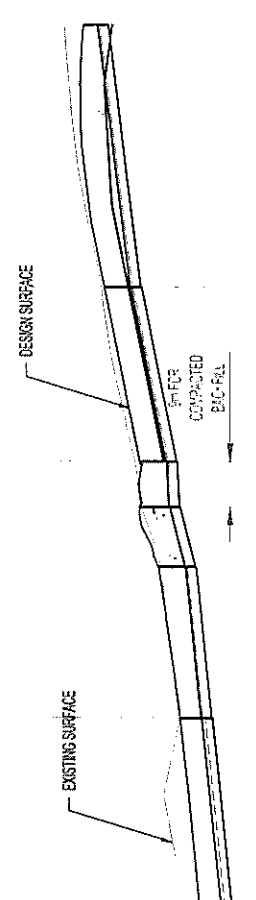
DRAINAGE NOTES

1. REEF POLYPROPYLENE OR HIGH DENSITY POLYETHYLENE STORAGE PIPES MAY BE USED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPES SUBJECT TO COUNCIL APPROVAL (EXCEPT UNDER ROAD PAVEMENTS & IN RESERVES).
2. ALL BEDDING, LAYING, JOINTING & BACKFILLING TO BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.



BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.



STATION	EXISTING SURFACE (m)	DESIGN SURFACE (m)	DEPTH TO INVERT (m)	INVERT LEVEL (m)	FINISHED SURFACE (m)	EXISTING SURFACE (m)	HGL - 5 Yr (m)	CHAINAGE (m)
74	127.31	127.21	0.10	127.21	127.21	127.21	127.21	0.00
127	126.126	126.02	0.10	126.02	126.02	126.02	126.02	39.84
128	126.216	126.11	0.10	126.11	126.11	126.11	126.11	29.36
92	133.302	133.20	0.10	133.20	133.20	133.20	133.20	11.62
133	133.145	133.04	0.10	133.04	133.04	133.04	133.04	8.05
94	110.238	110.13	0.10	110.13	110.13	110.13	110.13	33.50
110	111.184	111.08	0.10	111.08	111.08	111.08	111.08	51.00
111	111.027	110.92	0.10	110.92	110.92	110.92	110.92	
77	137.287	137.18	0.10	137.18	137.18	137.18	137.18	
78	139.058	138.95	0.10	138.95	138.95	138.95	138.95	
79	139.915	139.81	0.10	139.81	139.81	139.81	139.81	
80	140.772	140.67	0.10	140.67	140.67	140.67	140.67	

DRAINAGE LONGITUDINAL SECTION
 SCALE H:1500, V:100 (A1 sheet)
 SCALE H:1000, V:1200 (A3 sheet)

CONSTRUCTION ISSUE

14/05/2024 11:02:46 AM Rev: 000003.002

Simon Anderson Consultants
 CIVIL | STRUCTURAL | PROJECT ENGINEERS

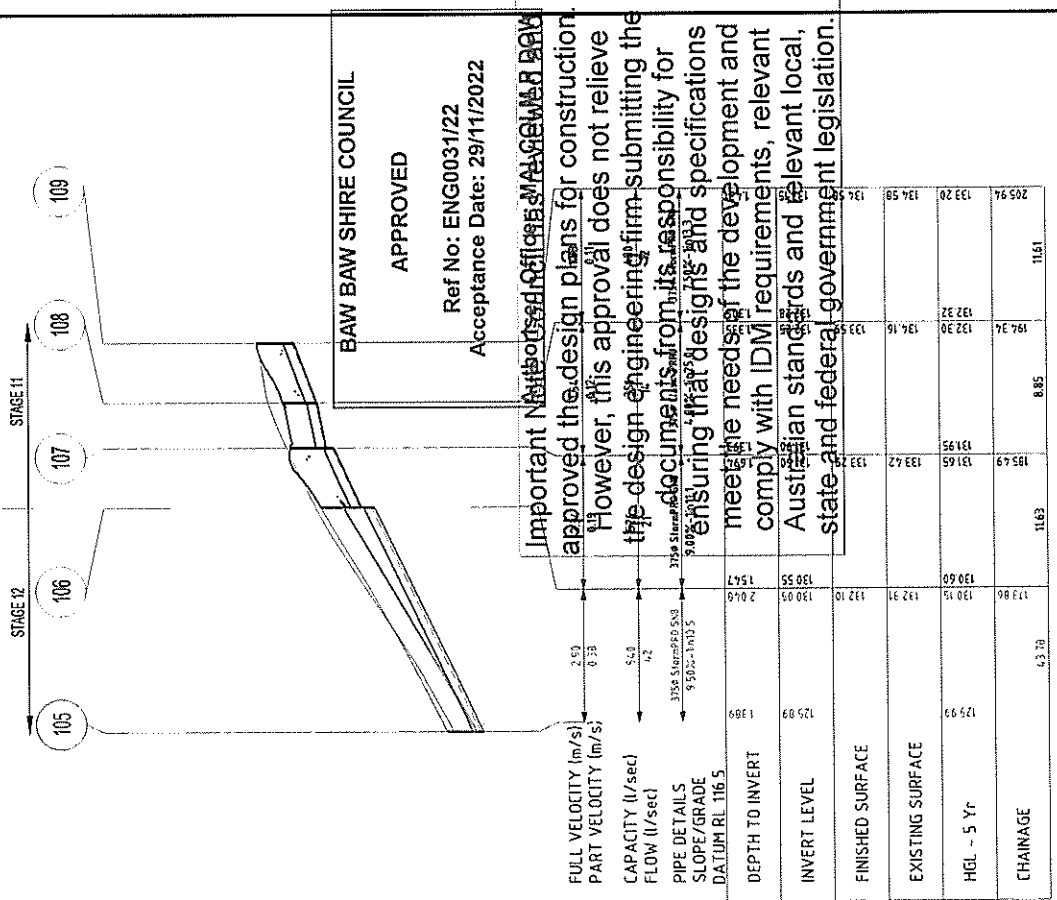
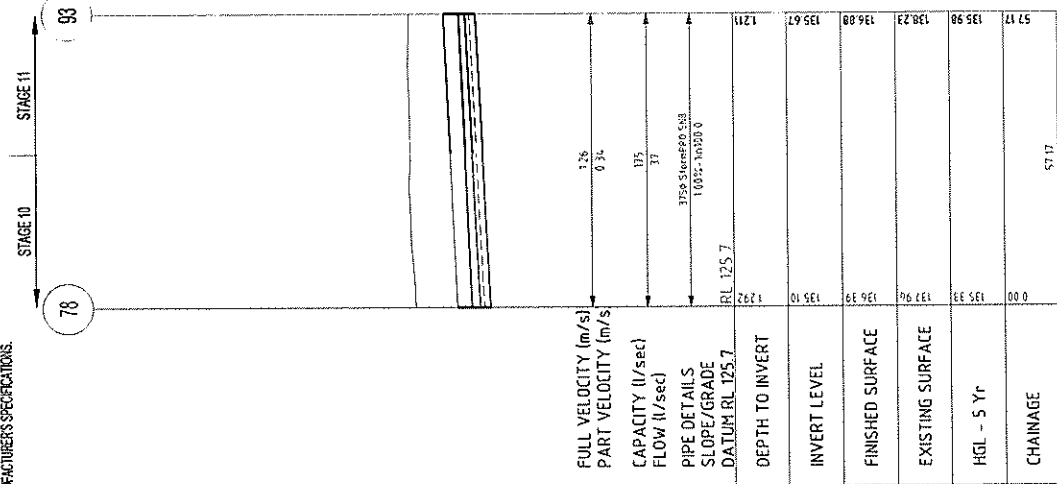
Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
 SUTTON STREET, WARRAGUL

Drawn: 19/04/2022
 Date: 19/04/2022

Job No: 336674-11
 Drawing: C18
 Revision: C

DRAINAGE NOTES

1. REBED POLYPROPYLENE OR HIGH-DENSITY POLYETHYLENE STORMWATER PIPES MAY BE USED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPES SUBJECT TO COUNCIL APPROVAL (EXCEPT UNDER ROAD PAVEMENTS & IN RESERVES).
2. ALL BEDDING, LAYING, JOINTING & BACKFILLING TO BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.



BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022

Important Note: This Approval is Granted BAW Approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents of its responsibility for ensuring that design's and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

DRAINAGE LONGITUDINAL SECTION

SCALE H:1:500, V:1:100 (A1 sheet)
 SCALE H:1:1000, V:1:200 (A3 sheet)

CONSTRUCTION ISSUE

Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
 Location: **SUTTON STREET, WARRAGUL**

Drawn: **C19**
 Checked: **C**
 Date: **10 MAY 2022**

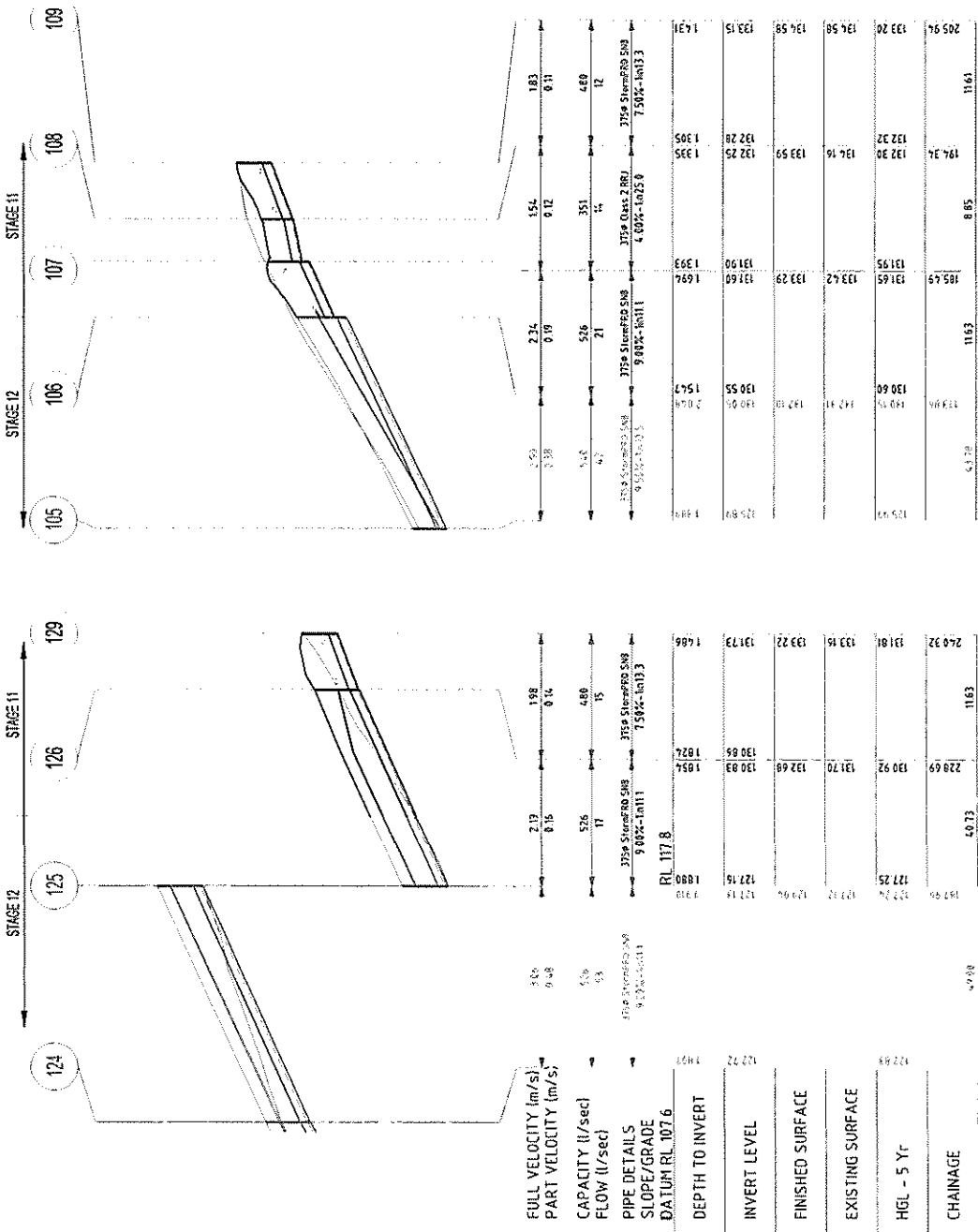
Client: **EMBERWOOD ESTATE PTY LTD - PP-P58016/1/C**

Author: **Simon Anderson**
 Title: **CIVIL / STRUCTURAL / PROJECT ENGINEERS**

Company: **Simon Anderson Consultants**
 Address: **1/5-15/151 Main Rd, Baw Baw VIC 3747**
 Phone: **03 5732 3239**
 Email: **simon@simonandersonconsultants.com.au**

DRAINAGE NOTES

1. REESED POLYPROPYLENE OR HIGH-DENSITY POLYETHYLENE STORMWATER PIPES MAY BE USED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPES SUBJECT TO COUNCIL APPROVAL (EXCEPT UNDER ROAD PAVEMENTS & IN RESERVOIRS).
2. ALL BEDDING, LAYING, JOINTING & BACKFILLING TO BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.



DRAINAGE LONGITUDINAL SECTION
 SCALE H:1:500, V:1:100 (A1 sheet)
 SCALE H:1:1000, V:1:200 (A3 sheet)

BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

139	126.39	126.22	19.83
132	126.69	126.00	19.83
131	126.99	126.30	19.83

CONSTRUCTION ISSUE

REV	DESCRIPTION	DATE	DESIGN	APPV	PROJECT	JOB NO
					EMBERWOOD ESTATE, STAGE ELEVEN SUTTON STREET WARRAGUL	366674-11
						Drawings
						C20
						Revisions
						C

Simon Anderson Consultants
 CIVIL / STRUCTURAL / PROJECT ENGINEERS

100/101 ...
 ...
 ...

PIT SCHEDULE - STAGE 11

Pit No.	Type	Pit Width (mm)	Pit Length (mm)	Inlet (mm)	Inlet R.L. (m)	Outlet (mm)	Outlet R.L. (m)	F.S.L. (m)	Depth to Invert (m)	SD Number / Remarks
127	SEP	600	900	375	132.07	375	132.00	133.30	1.20	SD 440-ST611
128	SEP	600	900	375	132.55	375	132.50	134.20	1.25	SD 440
129	SEP	600	900	375	132.89	375	132.85	134.08	1.23	SD 440-ST611
130	JP	600	900	375	134.05	375	134.02	135.41	1.43	SD 440
131	SEP	600	900	375	133.50	375	133.47	134.87	1.41	SD 440-ST611
132	SEP	600	900	375	135.10	375	135.07	136.41	1.34	SD 440
133	SEP	600	900	375	134.11	375	134.08	135.64	1.55	SD 440-ST611
134	SEP	600	900	375	134.37	375	134.34	135.79	1.43	SD 440
135	SEP	600	900	375	135.24	375	135.21	136.62	1.43	SD 440
136	SEP	600	900	375	134.23	375	134.20	135.64	1.44	SD 440-ST611
137	SEP	600	900	375	134.49	375	134.46	135.71	1.29	SD 440-ST611
138	SEP	600	900	375	135.73	375	135.70	137.17	1.47	SD 440
139	SEP	600	900	375	136.03	375	136.00	137.31	1.28	SD 440-ST611
140	SEP	600	900	375	135.58	375	135.55	137.01	1.43	SD 440-ST611
141	SEP	600	900	375	135.89	375	135.86	137.63	1.74	SD 440-ST611
142	SEP	600	900	375	130.95	375	130.92	132.09	2.06	SD 440-ST611
143	SEP	600	900	375	124.78	375	124.75	126.35	1.57	SD 440
144	SEP	600	900	375	119.29	450	119.24	120.74	2.70	SD 440
145	SEP	600	900	375	119.69	450	119.64	120.74	2.70	SD 440
146	SEP	600	900	375	131.90	375	131.87	133.29	1.69	SD 440-ST611
147	SEP	600	900	375	130.71	375	130.68	132.10	2.43	SD 440
148	SEP	600	900	375	122.72	375	122.69	124.53	1.84	SD 440
149	SEP	600	900	375	122.69	375	122.66	124.53	1.84	SD 440
150	SEP	600	900	375	119.69	375	119.66	120.64	1.35	SD 440
151	SEP	600	900	375	132.28	375	132.25	133.58	1.33	SD 440-ST611
152	SEP	600	900	375	133.00	375	132.97	134.62	1.62	SD 440-ST611
153	SEP	600	900	375	127.16	375	127.13	129.04	1.91	SD 440
154	SEP	600	900	375	127.69	375	127.66	129.27	1.19	SD 440
155	SEP	600	900	375	130.86	375	130.83	132.69	1.86	SD 440-ST611
156	SEP	600	900	375	130.86	375	130.83	132.69	1.86	SD 440-ST611
157	SEP	600	900	375	127.67	375	127.64	129.79	1.11	SD 440
158	SEP	600	900	375	131.73	375	131.70	133.22	1.49	SD 440-ST611

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM P DOW

DRAINAGE NOTES

1. RIBBED POLYPROPYLENE OR HIGH-DENSITY POLYETHYLENE STORMWATER PIPES MAY BE USED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPES SUBJECT TO COUNCIL APPROVAL (EXCEPT UNDER ROAD PAVEMENTS & IN RESERVE No. 1).
2. ALL BEDDING, LAYING, JOINTING & BACKFILLING TO BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.

PIT NOTES

1. REFER TO IDM SD 45 FOR ALL PITS.
2. ALL PITS TO HAVE TERRA-FORMA LID TYPES AND STEP IRONS.
3. FOR PIT SETOUT COORDINATES REFER TO DIGITAL SETOUT FILE (TO BE PROVIDED TO CONTRACTOR)

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

CONSTRUCTION ISSUE

FOR PITS APPROVAL - DETAIL DESIGN WITH COORDINATE SHEETS


C 15/05/2022
S 24/05/2022
S 05/06/2022

Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
SUTTON STREET, WARRAGUL

Drawn: **C21**

Scale: **C**

Job No: **386874-11**



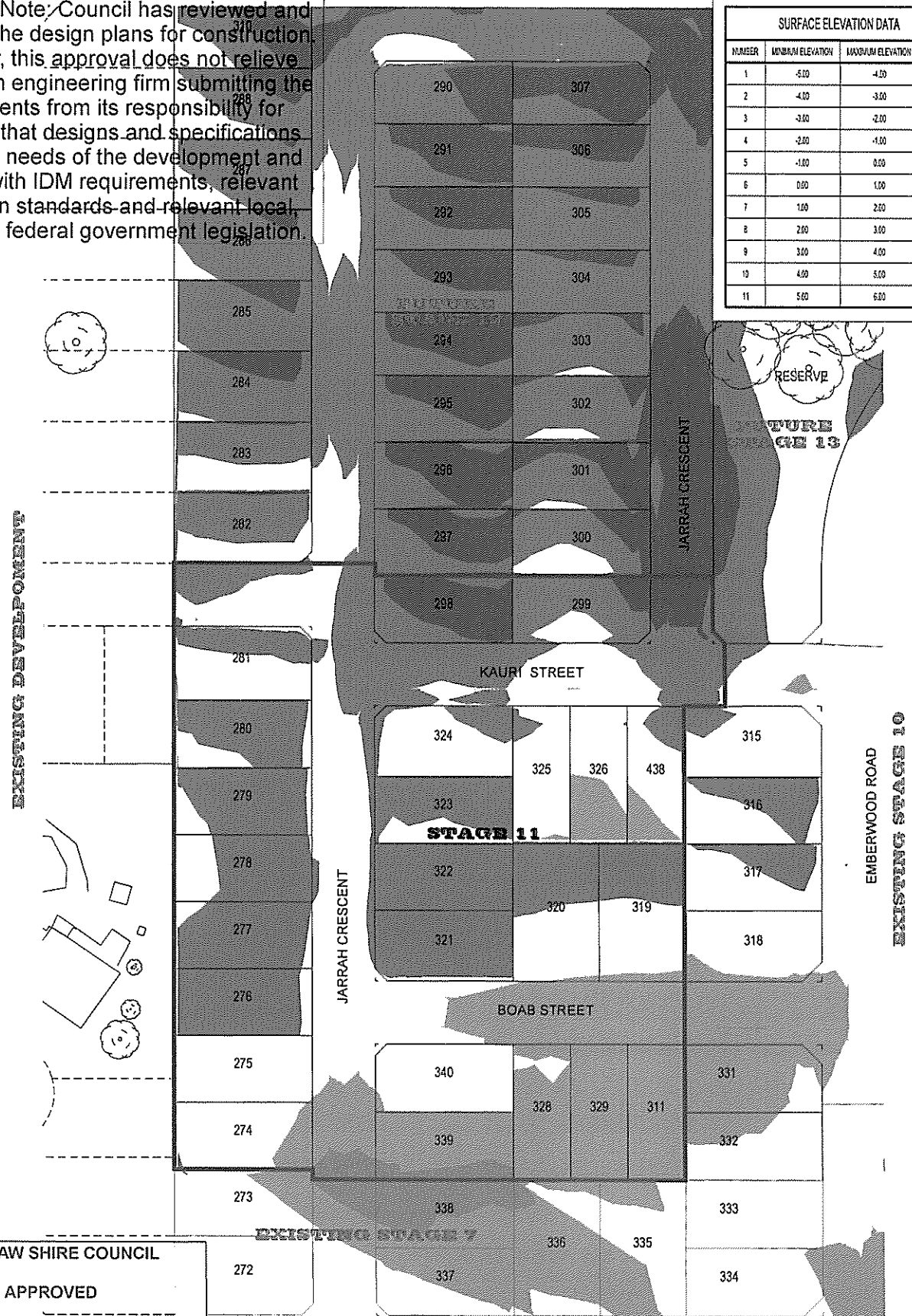
Simon Anderson Consultants
CIVIL | STRUCTURAL | PROJECT ENGINEERS

7/50 WYVERN ROAD, WARRAGUL
VIC 3280
Tel: 03 5363 7222
Fax: 03 5363 7223
Email: info@simonandersonconsultants.com.au

Authorised Officer: MALCOLM P DOW

Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

SURFACE ELEVATION DATA			
NUMBER	MINIMUM ELEVATION	MAXIMUM ELEVATION	COLOR
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2	-4.00	-3.00	[Color swatch]
3	-3.00	-2.00	[Color swatch]
4	-2.00	-1.00	[Color swatch]
5	-1.00	0.00	[Color swatch]
6	0.00	1.00	[Color swatch]
7	1.00	2.00	[Color swatch]
8	2.00	3.00	[Color swatch]
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11	5.00	6.00	[Color swatch]



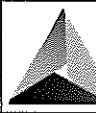
BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG0031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW



CUT-FILL PLAN
 SCALE 1:500 (A1 sheet)
 SCALE 1:1,000 (A3 sheet)

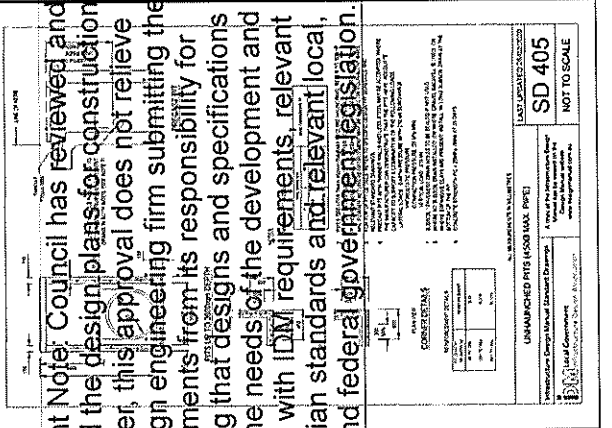
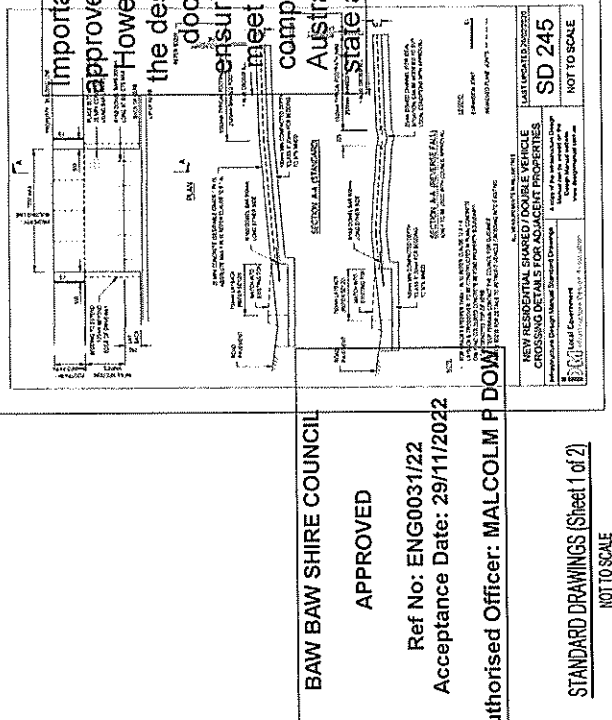
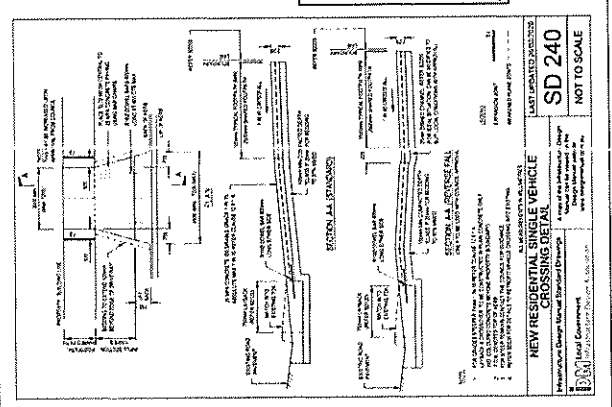
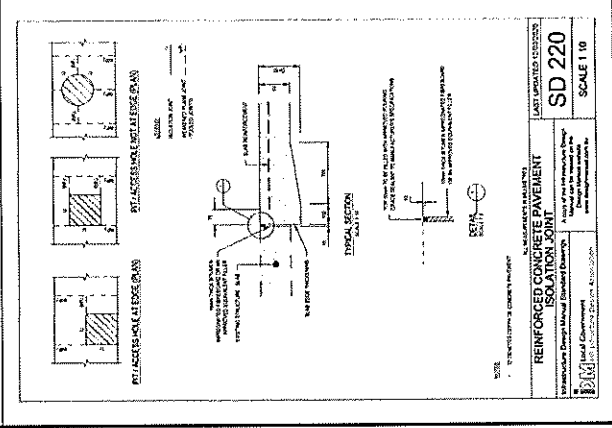
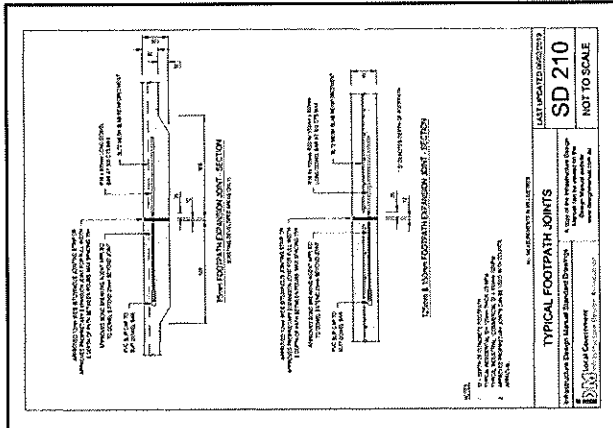
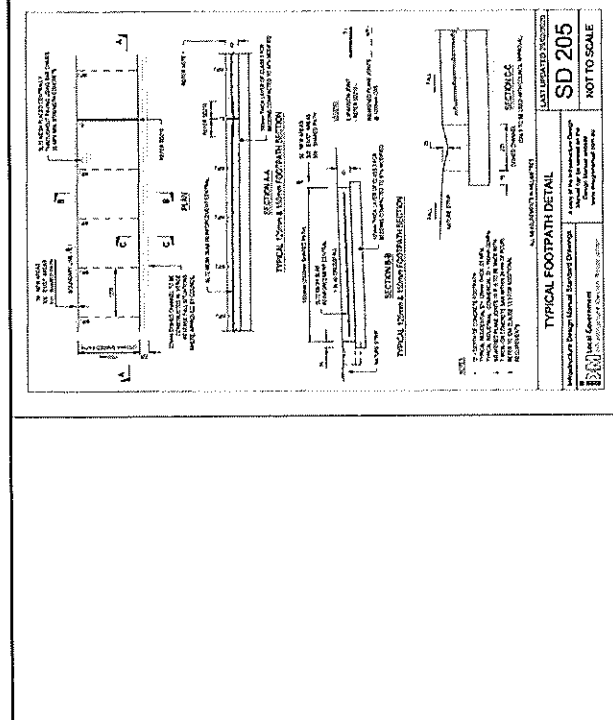
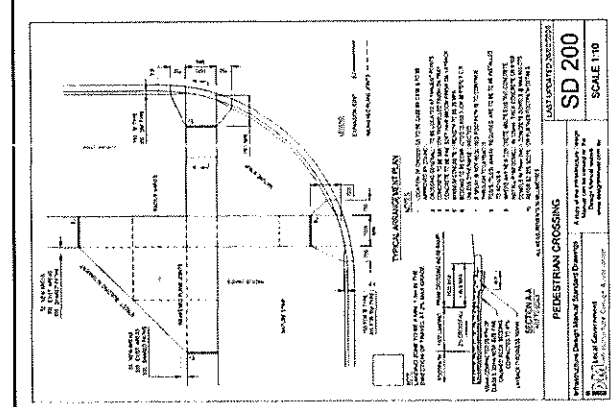
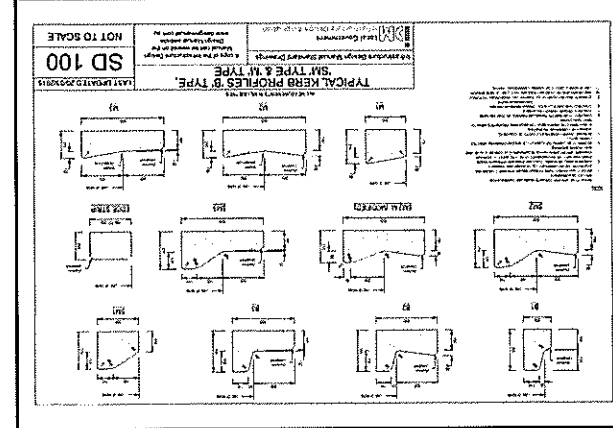
CONSTRUCTION ISSUE

REV	DESCRIPTION	CHD	DATE	Desgn	ADW	Project	Job No	Client	Drawn	CRS	Checked	Date	Client	Rev	Rev Description
C	FOR COUNCIL APPROVAL - WITH COUNCIL AMENDMENTS	CS	29/11/2022			EMBERWOOD ESTATE - STAGE ELEVEN SUTTON STREET, WARRAGUL - PP-PSB16/11C	386674-11	EMBERWOOD ESTATE PTY LTD		CRS		10 MAY 2022			
B	GENERAL REVISION	CS	24/05/2022				C22								
A	ORIGINAL ISSUE	CS	10/05/2022				C								



**Simon Anderson
 Consultants**
 CIVIL | STRUCTURAL | PROJECT ENGINEERS

File: 386674-11-CUT-FILL.dwg Date: October 25, 2022
 Plot No: 1000 - 01111111.dwg
 4/10/2022 10:55
 40101111.dwg
 File: c:\386674-11\CUT-FILL.dwg
 G:\B\386674-11\CUT-FILL.dwg



Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the development and comply with IDM requirements, relevant Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
Ref No: ENG0031/22
Acceptance Date: 29/11/2022
Authorised Officer: MALCOLM F DOWD

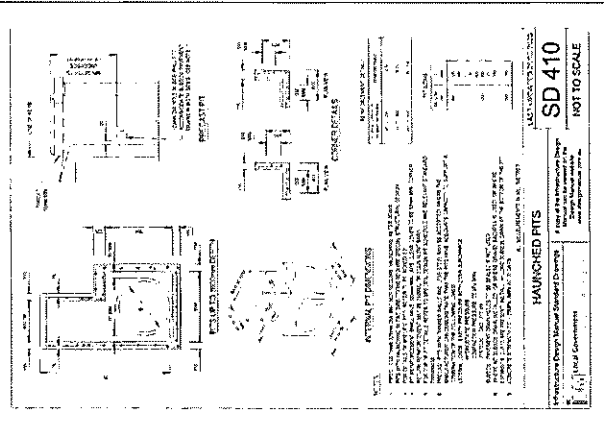
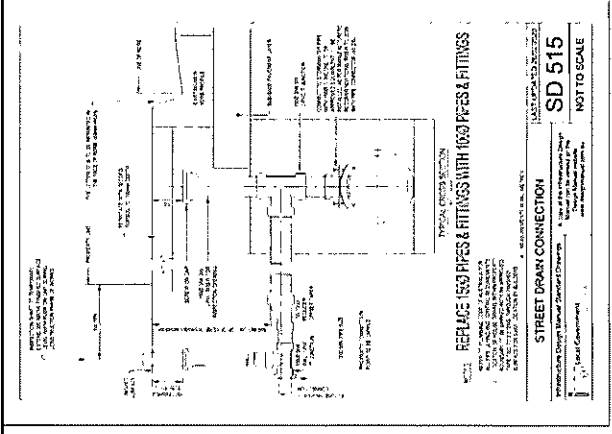
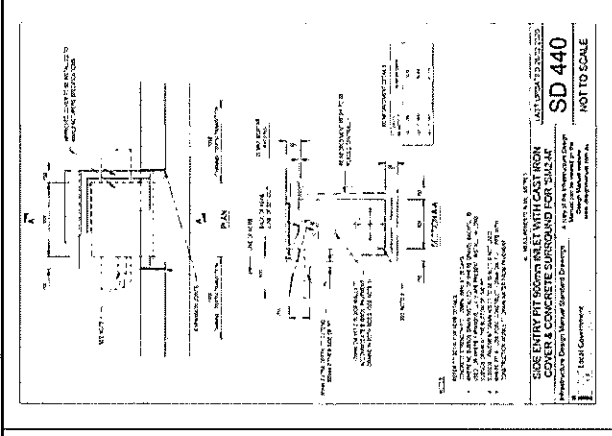
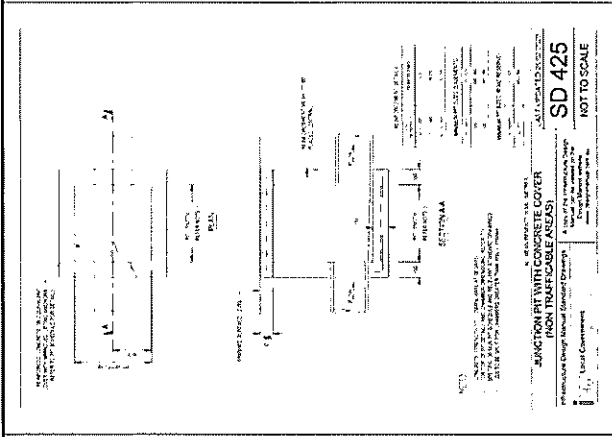
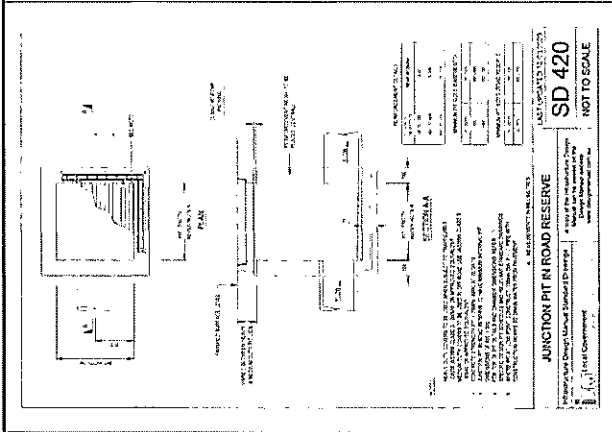
STANDARD DRAWINGS (Sheet 1 of 2)
NOT TO SCALE

REV	DESCRIPTION	DATE	DESIGN	ARY	DATE	CRS	QUALITY	DATE	BY
C	PERFORM ANNUAL DETAIL CHECK WITH CONSULTANT	15/05/2023	CS	CS	23/02/23	CS	CS	15/05/23	CS
B	ISSUE FOR PERMIT	15/05/2023	CS	CS	20/02/23	CS	CS	15/05/23	CS
A	FOR ISSUE	15/05/2023	CS	CS	15/05/23	CS	CS	15/05/23	CS

Project	38674-11	Drawn by	C23
Project	EMBERWOOD ESTATE, STAGE ELEVEN	Checked by	
Location	SUTTON STREET, WARRAGUL	Scale	C
Client	EMBERWOOD ESTATE PTY LTD - PR-PS001611C	Authorised Officer	



CONSTRUCTION ISSUE



Important Note: Council has reviewed and approved the design plans for construction. However, this approval does not relieve the design engineering firm submitting the documents from its responsibility for ensuring that designs and specifications meet the needs of the developments and comply with IDM standards and relevant local, Australian standards and relevant local, state and federal government legislation.

BAW BAW SHIRE COUNCIL
APPROVED
 Ref No: ENG00031/22
 Acceptance Date: 29/11/2022
 Authorised Officer: MALCOLM P DOW

STANDARD DRAWINGS (Sheet 2 of 2)
 NOT TO SCALE

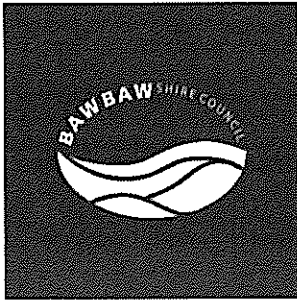
CONSTRUCTION ISSUE

REV	DESCRIPTION	DATE	BY	CHK	DATE	BY	CHK
C	FOR CONSTRUCTION OF ALL DESIGN AND CONSTRUCTION	05/11/2022			05/11/2022		
B	GENERAL DESIGN	05/11/2022			05/11/2022		
A	FOR ISSUE	05/11/2022			05/11/2022		

Project: **EMBERWOOD ESTATE, STAGE ELEVEN**
 SUTTON STREET, WARRAGUL
 Date: **19 JUNE 2022**

Drawn: **C24**
 Checked: **C**

Simon Anderson Consultants
 CIVIL | STRUCTURAL | PROJECT ENGINEERS
 Authorised Officer: **MALCOLM P DOW**



21 February 2019
7353
21/02/2019

Beveridge Williams & Co Pty Ltd
Attn: Joey Whitehead
PO Box 58
WARRAGUL VIC 3820

Dear Joey,

Application No: PSB0016/11.C
Description: Multi Lot Residential Subdivision in Stages and Associated Works

- Re-issue the permit with amended permit number
- Amend permit preamble
- Amend Condition 3
- Delete Conditions 53, 56, 58, 61 (Gippsland Water)
- Amend Condition 85 (Permit Expiry)
- Insert conditions 86-90 under the headings APA Group and CFA
- Insert condition 91 (EMP)
- Relocate all permit notes to the end of the permit

Endorse Subdivision Masterplan submitted on 15 October 2015 **Plan Ref- 1800286PPS.icd Version 6** prepared by Beveridge Williams – Total no. of sheets **1**

Location: 283 Sutton Street WARRAGUL VIC 3820
V 6459 F 682 CA 66A Drouin East Parish

Application No: PSB0016/11.C

Please find attached the amended planning permit in this matter, corrected in accordance with section 71(1)(a) of the Planning and Environment Act 1987.

Should you have any further inquiries regarding the above matter, please do not hesitate to contact me on 5624 2411 or email planning@bawbawshire.vic.gov.au

Kind Regards

Robyn Begg
Senior Planning Officer

-
**Baw Baw
Shire Council**

-
T +61 3 5624 2411
F +61 3 5622 3654

-
E bawbaw@bawbawshire.vic.gov.au
W bawbawshire.vic.gov.au

-
PO Box 304
Warragul Victoria
3820

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No: **PSB0016/11.C**
 Planning Scheme: **Baw Baw Planning Scheme**
 Responsible Authority: **Baw Baw Shire Council**

ADDRESS OF THE LAND: 283 Sutton Street WARRAGUL VIC 3820
 V 6459 F 682 CA 66A Drouin East Parish

THE PERMIT ALLOWS: Multi lot residential subdivision in Stages and
 Associated Works

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

<i>Date of Amendment</i>	<i>Brief description of Amendment</i>
21 February 2019	This permit has been amended in accordance with Section 71A of the Planning and Environment Act 1987 having regard to the following: <ul style="list-style-type: none"> • Reinstate Gippsland Water Condition 61 • Delete Gippsland Water Conditions 60
20 February 2019	This permit was amended under Section 72 of the Planning and Environment Act 1987 having regard to the following: <ul style="list-style-type: none"> • Re-issue the permit with amended permit number • Amend permit preamble • Amend Condition 3 • Delete Conditions 53, 56, 58, 61 (Gippsland Water) • Amend Condition 85 (Permit Expiry) • Insert conditions 86-90 under the headings APA Group and CFA • Insert condition 91 (EMP) • Relocate all permit notes to the end of the permit • Endorse Subdivision Masterplan submitted on 15 October 2015 Plan Ref - 1800286PPS.icd Version 6 prepared by Beveridge Williams – Total no. of sheets 1.
25 February 2015	Amend Condition 5 so that a landscape plan for a reserve is required before certification of the plan for that reserve.

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No:

PSB0016/11.C

Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the responsible authority.
2. Prior to certification of the subdivision hereby approved, amended plans must be submitted to and approved by the responsible authority. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show;
 - a. Lot 56 deleted and its area incorporated into Lots 57,58 and 70 - 73.
 - b. Lots 256 and 114 with a minimum arc frontage of 5 metres.
 - c. All lots with a predominant gradient of 15% or above identified on the plan.

STAGING OF THE SUBDIVISION

3. Staging must be in accordance with the endorsed staging plan unless with the written consent of the responsible authority.

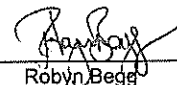
AVAILABILITY OF DRAINAGE RETARDATION INFRASTRUCTURE

4. The staging of the subdivision and the timing of each stage must be related to the capacity of the land and drainage works undertaken to retard and treat stormwater discharge. To this effect that part of the land which falls within the catchment of the tributary of Hazel Creek on the northern side of the watershed traversing the land cannot be developed until a facility to retard stormwater flows and treat the stormwater runoff from this land is available to the satisfaction of the responsible authority and the West Gippsland Catchment Management Authority.

NOTE: The Warragul Drainage Strategy provides the background to this requirement.

LANDSCAPING PLAN

5. Before the certification of the plan of subdivision for the first stage of development, a landscape plan must be prepared for the whole of the estate for road reserves and before certification of any stage including a public open space reserve a landscape plan must be prepared for that reserve(s). The plan(s) must be prepared by a person suitably qualified or experienced in landscape design and approved by the responsible authority. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show where appropriate:
 - a. any vegetation that is to be retained, removed and/or lopped;
 - b. site contours and any proposed changes to existing levels including any structural elements of reserves;



Robyn Begg

Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No:

PSB0016/11.C

Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- c. the layout of street tree, and reserve plantings including the proposed location of evergreen and deciduous tree species;
- d. the proposed location of structures and street furniture items;
- e. the proposed location and construction details of paths and any other pavement areas;
- f. the proposed location and design details of playgrounds or play items;
- g. the style and location of fencing including tree reserve and open space reserve fencing.
- h. the style and location of lighting including in public open space and reserves
- i. the proposed location of car parking areas for public open space

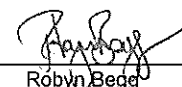
DESIGN CONCEPT PLAN FOR LOT DESIGN

6. If re-contouring of the land, such as, for the benching of lots to create level building sites is proposed, prior to the issue of a Statement of Compliance, a detailed Design Concept Plan for that stage must be submitted to and approved by the responsible authority. The Design Concept Plan must provide:
 - The layout of the subdivision stage with dimensioned lots, contours, roads, open space, finished excavation and fill levels, general features the gradient of each lot and details of any retaining walls;
 - Building envelopes for each lot in compliance with Condition (6) and demonstrating that slopes to the building envelopes along road frontages of lots are at a gradient appropriate to provide for safe and practical pedestrian and vehicle access;
 - The area and dimensions of building envelopes with a minimum dimension of 10 metres and a minimum area of 200sqm.

The Design Concept Plan for each stage will be endorsed as part of this permit and the subdivision must proceed in accordance with the endorsed Design Concept Plan.

NOTE: In deciding whether or not to endorse a Design Concept Plan for any stage, the Responsible Authority will have regard to the following matters:

- Solar access between future dwellings on adjacent lots
- The relationship between individual lots and the road layout
- The capacity of earthworks, retaining walls and future buildings to achieve a natural, landscape form.



BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No:

PSB0016/11.C

Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- The extent of any stepping or terracing of landforms.
- The size and gradient of lots and siting, setbacks and height of future buildings in relation to the existing or proposed contours of the land.
- The ability of future buildings to achieve and retain the energy rating and siting requirements of the Building Act.
- Potential overlooking and overshadowing between adjacent lots
- Provision of usable service and recreation areas on lots.
- Provision of adequate space for landscaping and planting of canopy tree(s).
- Likelihood of steep driveways and driveways with sharp grade changes restricting vehicle access.
- Ease of pedestrian access to future buildings.
- The need for the land owner to enter into a Section 173 agreement to control future development of a lot having regard to perceived development constraints on any lot and the impact of potential development on an adjoining lot.

SECTION 173 AGREEMENT

7. A Section 173 Agreement under the provisions of the Planning and Environment Act, 1987 must be entered into for the following lots in the subdivision as specified:

Earthworks

On all lots with a predominant gradient of 15% or above so that

- a. No earthworks (cut or fill) to a depth greater than 1.5 metres are carried out, unless such earthworks are to the satisfaction of the responsible authority as evidenced by the written consent provided prior to the earthworks commencing.
- b. No earthworks shall be undertaken to a depth greater than 500 millimetres (except for the installation of service infrastructure, construction of a boundary fence or the planting of vegetation):
 - within any easement on the Plan of Subdivision without the written consent of the benefitting authority.
 - within one metre of a boundary without the written consent of the responsible authority.
 - Any excavations greater than 1 metre .in depth are to be supported by a structurally designed retaining wall and require a building permit.

Note: Clause 406 of the Building Regulations 2006 titled "Exception concerning

BAW BAW SHIRE COUNCIL

PLANNING PERMIT	Permit No:	PSB0016/11.C
	Planning Scheme:	Baw Baw Planning Scheme
	Responsible Authority:	Baw Baw Shire Council

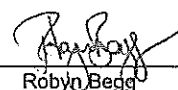
building envelopes" provides some conditional exemptions from the requirement to obtain a "Report and Consent" from Council for siting matters prescribed in Part 4 of the Regulations. If a building envelope applies and is registered on the plan of subdivision then the provisions of clause 406 may be applicable.

In deciding whether or not to allow earthworks, the responsible authority will have regard to the following matters:

- Solar access between dwellings on adjacent lots
- The relationship between individual lots and the road layout
- The capacity of earthworks, retaining walls and buildings to achieve a natural, landscape form.
- The extent of any stepping or terracing of landforms.
- The size and gradient of lots and siting, setbacks and height of buildings in relation to the contours of the land.
- The ability of buildings to achieve and retain the energy rating and siting requirements of the Building Act.
- Potential overlooking and overshadowing between adjacent lots
- Provision of usable service and recreation areas on lots.
- Provision of adequate space for landscaping and planting of canopy tree(s).
- Likelihood of steep driveways and driveways with sharp grade changes restricting vehicle access.
- Ease of pedestrian access to buildings.
- Likely impact of the earthworks on the integrity of the underground drainage in the vicinity of the proposed earthworks.

Fences

- a. Fences on Lots 187, 206, 310 and 330 where their boundary adjoins a public open space reserve must be constructed so that at least 50% of the length of the boundary to the reserve has a fence with at least 50% visual permeability and not more than 1.2 metres in height, so as to increase passive surveillance of public open space.
- b. The same requirement shall apply to Lot 327 as in (a) except in the case of the land being further subdivided or developed as a multi -dwelling site, residential building or aged care accommodation where the design of the development must adequately provide for surveillance from the land across the adjoining



Robyn Begg

Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL PLANNING PERMIT

Permit No: PSB0016/11.C
Planning Scheme: Baw Baw Planning Scheme
Responsible Authority: Baw Baw Shire Council

reserve and buildings must present an interesting façade to the reserve to the satisfaction of the responsible authority with plans to be endorsed to this effect by the responsible authority and approved development plans to accord with these endorsed plans to the satisfaction of the responsible authority.

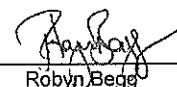
- c. On Lot 8 fences on all road frontages except the eastern boundary must not have a height in excess of 1.2 metres and on Lot 51 50% of the side street boundary to Sutton Street must not exceed 1.2 metres in height.

The cost of preparation, lodgement and registration of an agreement and any subsequent amendment, enforcement, removal or other dealing shall be borne totally by owner of the land. An agreement must be registered on the certificate of title for the land. Evidence of the registration of an agreement must be provided to the responsible authority prior to the issue of a Statement of Compliance for the relevant plan of subdivision.

A copy of the restriction or agreement must be provided to a purchaser of any lot affected.

NATIONAL BROADBAND NETWORK

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



Robyn Bege

Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No: PSB0016/11.C
Planning Scheme: Baw Baw Planning Scheme
Responsible Authority: Baw Baw Shire Council

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

10. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
11. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
12. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

REMOVAL OF TOPSOIL

13. No topsoil shall be removed from the land except with the prior written consent of the responsible authority. Topsoil resulting from road construction only may be removed provided it is surplus to appropriate re-use in the development for approved fill or re-spreading on the land to the satisfaction of the responsible authority. The stripping of topsoil from the land is expressly denied unless in accordance with any approval for soil removal.
14. Where topsoil is to be stockpiled and respread on the land the stockpile must be located and maintained and soil respread in a manner to minimise amenity and environmental effects (with particular attention to dust suppression) to the satisfaction of the responsible authority.

DEVELOPMENT CONTRIBUTIONS LEVY

- 15.1 Prior to the issue of a Statement of Compliance, a development contribution levy must be paid to the Council in accordance with the schedule to the Development Contributions Plan Overlay in the Baw Baw Planning Scheme.

Council may, at its discretion, accept works or land in lieu or partially in lieu of a cash contribution provided such achieves in full or part a project identified in the Developer Contributions Plan for this locality. The value of the works or land contribution must be assessed by an independent valuer, acceptable to both parties.

Payment of the levy may be deferred at Council's discretion subject to the owner entering into an agreement pursuant to section 173 of the Planning and Environment Act, 1987 to pay the levy at an alternative date agreed with the council and subject to annual adjustment using the formula specified in the schedule to clause 45.06.

BAW BAW SHIRE COUNCIL PLANNING PERMIT

Permit No: PSB0016/11.C
Planning Scheme: Baw Baw Planning Scheme
Responsible Authority: Baw Baw Shire Council

REMOVAL OF EXISTING BUILDINGS

16. The existing farm shed on the land must be demolished as part of the stage it falls within and the site stabilised and cleared of material to the satisfaction of the responsible authority.

FENCING AND TREE REMOVAL

17. DELETED

18. Any vegetation cleared as part of construction works associated with the development hereby approved must be disposed of in such a manner as to minimise nuisance or hazard to other persons to the satisfaction of the Responsible Authority and must be removed over the permit holders land. The vegetation must not be burnt or buried on site unless the prior written consent of the Council is obtained.

ENGINEERING

General Clauses

19. The standards and requirements of the current edition of the Infrastructure Design Manual (10M) as amended from time to time shall apply in all instances to all designs and construction works unless otherwise approved in writing by the responsible authority.
20. Prior to carrying out any works within the road reserve the Developer must obtain a "Works Within Road Reserve Permit" from Council and, if requested by the responsible authority, prepare and have approved a Road Management Plan.

Drainage

21. Drainage easements and drainage reserves to the approval of the responsible authority shall be created over all existing and proposed stormwater drains and design flow paths. Drainage easement and reserves which are required as a result of the subdivision whether located within the subdivision or externally are to be created prior to the certificate of compliance being issued.
22. Each lot created under the plan of subdivision shall be capable of discharging stormwater to an underground drainage system constructed in accordance with plans and specifications approved by the responsible authority with drainage being discharged to the legal point of discharge.
23. Lots shall be graded either to fall to the street or, where this is not possible, shall be provided with minor temporary earthworks in the form of a low levee bank or similar to contain storm water runoff on each lot and to direct it into the storm water property connection, complete with a surface grate, to take runoff into the underground drainage network being constructed as part of the development.

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

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24. Prior to the issue of the certificate of practical completion, CCTV results for the full length of all stormwater drainage pipes where Council is the responsible authority, must be submitted for assessment. The CCTV work is to be performed by an independent specialist contractor at the developer's cost. The submitted information is to be to the satisfaction of the responsible authority.

25. Prior to the issue of the Statement of Compliance, "as constructed" digital storm water drainage information in accordance with the current version of D-SPEC must be submitted for all drainage where Council is the responsible authority. All graphical information is to be provided in the datum of GDA94 and projection of MGA Zone 55. The submitted information is to be to the satisfaction of the responsible authority and provided at the Developer's cost.

(Refer to DSPEC website (www.dspeg.com.au) for minimum Council requirements).

26. Prior to the issue of a Statement of Compliance "as constructed" drawings and data is to be submitted to the satisfaction of the responsible authority (RA) in the following format:

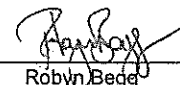
- 'Engineering drawings/data in "MapInfo Native or MIF/MID" format;
- "As Constructed Measurements" of the road information component of the subdivision in accordance with the current version of R-Spec.

Reserves

27. The developer is required to purchase and plant trees and plants in all streets and open spaces being created as part of the development.

Prior to any such landscaping works being undertaken on site, the responsible authority must first approve plans submitted by the developer, including:

- a. Landscape concept and constructions plans incorporating the requirements of Condition 5 of this Permit;
 - b. A maintenance/management plan (including watering, mulching, weed control and formative pruning of trees) for the period the developer is to be responsible for the maintenance of the landscaping; and
 - c. Any other plan required as a condition of the planning permit such as an environmental management plan or native vegetation offset plan.
28. Prior to the issue of a statement of compliance, fencing of boundaries of all lots abutting a reserve shown on this plan of subdivision must be completed by the developer.
29. Any recreation reserve or nature strip proposed to be created by the subdivision shall be cleared of all noxious weeds, graded, filled and compacted with approved



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material free of rock, stone and other contamination, landscaped, shaped and formed as necessary, scarified, top dressed with a minimum 100 mm depth of approved topsoil and sown with an approved turf mixture of perennial rye and bents at a rate of 300 kg per hectare by the developer to ensure the land is free draining and able to be mown by a rotary mower to the satisfaction of the responsible authority.

30. Prior to any landscaping works commencing an agreement must be entered into between the responsible authority and the developer. This agreement will ensure that landscaping of the road and open space reserves, including all pathways, playgrounds and other features as approved must be maintained by the developer to the satisfaction of the responsible authority for two years after the date of issue of practical completion for the relevant stage, unless alternative requirements have been made by the responsible authority. This includes the developer being responsible for replacing any dead or damaged trees during that maintenance period.
31. Once the subdivision is commenced the permit-holder must maintain the land so that undeveloped areas and areas under construction do not become weed-infested, vulnerable to erosion, a potential fire risk or cause other nuisance to the satisfaction of the responsible authority.
32. The developer shall construct Reserve No 1 in accordance with the requirements of Council's "Active by Design" guidelines to the satisfaction of the Responsible authority. The park shall be generally in accordance with the design for this Reserve by Florence Jaquet, Landscape Architect as detailed on Landscape Concept: Emberwood Estate, Warragul Revised Nov 2012: Concept Plan Reserve 1; Revision C, 28/11/12 Sheet 01 of 02 and Sheet 03 of 03 Revision B, 15/1/13 Oct and shall contain:
 - playground,
 - canopy trees,
 - notice board,
 - seating area visible from the playground,
 - understorey planting,
 - bins,
 - shelter,
 - tables,
 - paths,

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• drinking fountain, and
at least one of the following:

- a. BBQ area,
- b. water feature,
- c. sculpture/public art or
- d. interpretive information about the site, ecological values.

33. The developer shall construct Reserve Nos 2 and 3 in accordance with the requirements of Councils "Active by Design" guidelines and to the satisfaction of the responsible authority. The park shall be generally in accordance with the design for these Reserves by Florence Jaquet, Landscape Architect as detailed on Landscape Concept: Emberwood Estate, Warragul Revised Nov 2012: Concept Plan Reserve 2 & 3; Oct 2012 and shall contain:

- canopy trees;
- seating;
- understorey planting;
- bins;
- paths; and

at least one of the following:

- a. table;
- b. water feature;
- c. shelter;
- d. sculpture/public art; or
- e. interpretive information about the site, ecological values.

34. The playgrounds shall be edged and surfaced in accordance with the current Australian Standard and to the satisfaction of the responsible authority.

35. The development of the reserves shall occur no later than when 50% of the lots created by the development have been released or not later than 3 years after the first release of lots, whichever is the sooner. Where the subdivision is staged this requirement shall apply to the stage the particular reserve forms part of.

36. A plan of the proposed parks must be prepared by the developer and submitted to Councils Manager Urban Operations for approval and approval must be obtained prior to any work on the park commencing.

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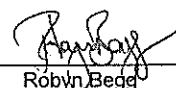
37. Any playground equipment installed must be certified as meeting the requirements of the relevant Australian Standard by an approved third party qualified auditor prior to a statement of compliance being issued for that stage of the development.
38. Paths within all reserves shall be generally in accordance with the design for the reserves by Florence Jaquet, Landscape Architect as detailed on Landscape Concept: Emberwood Estate, Warragul: as revised 28th November 2012 and to the satisfaction of the responsible authority with the construction standard for all paths in the reserves to be as per the 10M.

Roads

39. All roads shall be designed to the appropriate standard in accordance with Council's Infrastructure Design Manual and all relevant procedures and guidelines as adopted by BBSC. Emberwood Road in the subdivision is to be designed and constructed to a collector road standard with a shared path on both sides as per 10M standard.
40. Width of road reserves, road geometry and pavement design shall be appropriate to the standard of the road taking into account possible future upgrading.
41. The Developer shall provide and construct traffic management devices designed to keep vehicle speeds generally below 50 kph for a Local Street and 60 kph for a Collector Road and as specified below at the locations given all to the satisfaction of the Responsible Authority:
- A roundabout at the intersection of Emberwood Road and Sutton Street;
 - Kerb outstands at each road intersection, centreline road marking and parking lane marking along the full length of Emberwood Road;
 - Splitter islands at the southernmost intersection of Sheoak Street and Emberwood Road;
 - Threshold treatments for all other intersections along the full length of Emberwood Road;
 - Threshold treatments for all intersections within the area bounded by
 - Silky Road to the north and Emberwood Road to the east;
 - Speed humps at four (4) locations in Kurrajong Road in the vicinity of lots 87/88, 76/77, 70/71 and 146/147 if required by the council.

Prior to construction of the traffic management devices the Developer must prepare and have approved by the council design plans of the specified works.

Note: Threshold treatment shall comprise a raised pavement of approximately 30mm with a distinctive surface of coloured asphalt, concrete or other approved



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material. The threshold treatment will be applied in the "side" street and not within the "through" carriageway.

42. Where road construction is to be staged the developer shall construct an all-weather turning area at the end of each stage suitable for single unit trucks all to the satisfaction of the responsible authority.
43. Road and footpath levels must be designed with regard to horizontal and vertical clearances to all lots accommodate safe and functional access for standard vehicles.
44. The developer shall design and construct the following works in accordance with plans and specifications approved by the Responsible Authority:
 - a) kerb and channel, footpath, underground drainage, sealed road widening and associated works along the Sutton Street frontage of the land;
 - b) footpath on the southern side of Sutton Street from North Road to join up with the existing footpath approximately 30 metres west of Jamieson Street; and
 - c) a pram crossing across Sutton Street in the vicinity of the North Road intersection.

Public Lighting

45. Detailed requirements for public lighting are contained in 10M. Summary requirements are listed below.
46. Street lighting shall be provided to a residential standard and will be supplied from an underground supply. Overhead supply will only be installed under exceptional circumstances and on a case by case basis, and must be approved by the Public Lighting Service Provider.
47. Provision of public lighting is required for all principal footpaths and bike paths within parks and reserves. All cabling for this purpose shall be from a metered point of supply at the reserve boundary and Council will accept responsibility for the tariff.
48. Lighting design shall be in accordance with the relevant Australian Standards, including the current issue of AS/ANZ 1158 - Lighting for Roads and Public Spaces.
49. All public lighting must incorporate the use of energy efficient globes (e.g. T5, CF42).
50. Where the Developer intends to use non standard street lighting poles and fixtures, a contribution towards the ongoing maintenance of this infrastructure will be required as set out in Council's Infrastructure Design Manual.

Engineering Plans

51. Prior to the commencement of any construction works associated with the

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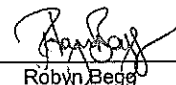
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subdivision hereby approved the Developer must submit to and have approved by the Council:

- a) Design and construction plans detailing all proposed works including:
 - i. vegetation removal;
 - ii. earthworks within road and recreation reserves;
 - iii. road and footpath construction;
 - iv. drainage works; and
 - v. any other works associated with the development including any works on adjoining land or road reservations. .
- b) A Construction Site Management Plan
- c) An environmental management plan for the development detailing as appropriate:
 - i. erosion management and sediment control measures to be implemented;
 - ii. protection measures for vegetation being retained;
 - iii. waste management during construction;
 - iv. the control and management of any soil to be imported or removed from the site and any soil stockpiles;
 - v. noise and dust minimisation measures and measures to prevent earth being tracked onto surrounding roads by construction vehicles; and any other relevant matter.
- d) A traffic management plan to cover all stages of work including connections to the future Paramount Springs development to the north of the subdivision, and, in conjunction with the appointed Contractor, proposed routes along Council's road network for the cartage of plant and construction materials to the development. The Developer shall be responsible for the repair of any damage occurring to any of the roads along the approved route(s) which can reasonably be determined to have occurred as a result of the cartage of plant and materials along the approved route.

In addition:

- a. Plans must incorporate adopted council standards and/or comply with the Infrastructure Design Manual where applicable.
- b. Plans submitted must include a survey plan of existing site features.
- c. The prescribed fee in relation to the agreed estimated value of the works must



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be paid by the Developer to the responsible authority to cover the cost of checking the plans and supervising construction works in accordance with the provisions of the Subdivision Act 1988.

- d. Construction works must be carried out in accordance with the approved plans, Baw Baw Shire Council construction standards, adopted council standards and to the satisfaction of the responsible authority.

DEPARTMENT OF TRANSPORT

52. Road widths for Emberwood Road must be constructed to accommodate public transport access for buses in accordance with the Public Transport Guidelines for Land Use and Development to the satisfaction of the Director of Public Transport.

GIPPSLAND WATER CONDITIONS

53. Deleted

54. Ensure that the owner of the land enters into a formal agreement with the Central Gippsland Region Water Corporation, under the Corporation's Land Development system, for the complete construction of works necessary for the provision of water supply and sewerage services to all lots of the subdivision. Pay to Gippsland Water any fees and contributions and satisfy all conditions pertaining to the aforementioned agreement.

55. Install separate water services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to the Gippsland Water.

56. Deleted

57. Install separate sewage disposal connections to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to the Gippsland Water.

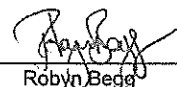
58. Deleted

59. As constructed details showing the location of the installed internal sewer service for the existing dwelling to the new sewer connection point provided is required to be submitted to Casey Services via facsimile on 9835 5515 and a copy to Gippsland Water on facsimile 5174 5174.

60. Deleted

61. Create easements for Pipeline or Ancillary Purposes and/or Reserves in favour of the Central Gippsland Region Water Corporation over all existing and proposed water and sewerage works located within the subdivision.

62. If the land is developed in stages, the above conditions will apply to any subsequent



Robyn Begg

Signature for the Responsible Authority

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stage of the subdivision.

63. Any plan of subdivision of the subject land lodged for certification shall be referred to Gippsland Water under Section 8(1) of the Subdivision Act 1988.

SP AUSNET CONDITIONS

64. Enter in an agreement with SPI Electricity Pty Ltd for supply of electricity to each lot on the endorsed plan.
65. Enter into an agreement with SPI Electricity Pty Ltd for the rearrangement of the existing electricity supply system.
66. Enter into an agreement with SPI Electricity Pty Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by SPI Electricity Pty Ltd.
67. Provide easements satisfactory to SPI Electricity Pty Ltd for the purpose of "Power Line" in favour of "SPI Electricity Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not otherwise been provided, for all existing SPI Electricity Pty Ltd electric power lines and for any new power lines required to service the lots in the endorsed plan and/or abutting land.
68. Obtain for the use of SPI Electricity Pty Ltd any other easement required to service the lots.
69. Adjust the position of any existing SPI Electricity Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
70. Set aside on the plan of subdivision Reserves for the use of SPI Electricity for electric substations.
71. Provide survey plans for any electric substations required by SPI Electricity Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years, SPI Electricity Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
72. Provide to SPI Electricity Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
73. Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by SPI Electricity Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.

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74. Ensure that all necessary auditing is completed to the satisfaction of SPI Electricity Pty Ltd to allow the new network assets to be safely connected to the distribution network.

WEST GIPPSLAND CATCHMENT MANAGEMENT AUTHORITY CONDITIONS

75. Prior to the issuing of a Statement of Compliance a Waterway Management Plan must be developed to the satisfaction of the West Gippsland Catchment Management Authority. The Waterway Management Plan must provide for a significant improvement in the ecological health of the waterway. The Plan must include detail of the existing environmental values, any initial stabilisation and revegetation works and a maintenance regime and the long term management and maintenance actions that will be required. The WMP must be provided before any works commence on the designated waterway.
76. Note: All works within 30 metres of a designated waterway require a Works on Waterway licence from the West Gippsland Catchment Management Authority, issued under the Water Act, 1989. This includes (but is not limited to) construction of any recreational paths and crossings, construction of any vehicle access over a designated waterway, and installation of any water or sewer main within 30 metres of the designated waterway. A Works on Waterways licence application must be accompanied by a satisfactory Waterway Management Plan and detailed construction drawings of the proposed works.

FIRE BREAKS WITH STAGED SUBDIVISION

77. Where any stage of the subdivision is developed abutting undeveloped land in the balance of the Permit Land the developer must maintain a fire break of a minimum width of 50 metres at the rear of the developed lots by undertaking bushfire mitigation measures to the satisfaction of the responsible authority.
78. Bushfire mitigation measures undertaken must include maintaining grass to a height not exceeding 100 millimetres and removing any rubbish and any dead vegetation or branches. No native vegetation or land identified under this Permit as being for public open space may be disturbed under this condition without the written consent of the responsible authority.

NATIVE VEGETATION

79. Prior to works commencing a Native Vegetation Offset Plan must be prepared and approved by the responsible authority, which addresses all native vegetation to be removed as part of the construction of the subdivision on the land and associated works within adjoining road reservations. The Plan must be in accordance with the Ecological Assessment Lot 66a TP355647 (305 Sutton St) by Felix Botanica September 2011; Revision (A) further revised with the offset calculations in accordance with Council's letter to the applicant dated 13 February, 2012 and to the

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satisfaction of the responsible authority. The approved Offset Plan must be implemented prior to any stage of the subdivision involving removal of native vegetation being released.

GIANT GIPPSLAND EARTHWORM

80. The Permit land is in an area where the Giant Gippsland Earthworm (GGE) has been identified as being present. The GGE is listed as Vulnerable under the Environment Protection and Biodiversity Conservation Act 1999, and is also listed as a threatened and protected species under the Victorian Flora and Fauna Guarantee Act 1988. The recommendations for Impact Minimisation identified in the Report: Giant Gippsland Earthworm Survey of Proposed Residential Development at 283 Sutton Street, Warragul, Victoria by Beverley Van Praagh; dated October 2010 are to be implemented during construction of the subdivision and the Contingency Plan referred to in the Report based on the "Guidelines for the Accidental Unearthing of Giant Gippsland Earthworms" is to be prepared prior to works commencing and is to be implemented should specimen of the worm be uncovered. Should the GGE be found on the subject land during construction, works are to cease immediately, Contingency Plan implemented and an Incident Report completed (copies are attached to this Permit).

81. This requirement is to be incorporated into all relevant site construction management plans and advisory information on the GGE to be provided to all relevant construction teams on site to the satisfaction of the responsible authority.

WARRAGUL BURROWING CRAYFISH

82. The Warragul Burrowing Crayfish is present on the Permit land. The Crayfish is listed as Vulnerable under the Environment Protection and Biodiversity Conservation Act 1999, and is also listed as a threatened and protected species under the Victorian Flora and Fauna Guarantee Act 1988. The recommendations for Impact Minimisation for the Crayfish identified at Clause 5.2 - 5.3 in the Report: Giant Gippsland Earthworm Survey of Proposed Residential Development at 283 Sutton Street, Warragul, Victoria by Beverley Van Praagh; dated October 2010 are to be implemented during construction of the subdivision with any Crayfish that may be uncovered uninjured translocated to the reserve at the south-western corner of the land.

83. This requirement is to be incorporated into all relevant site construction management plans and advisory information on the Warragul Burrowing Crayfish to be provided to all relevant construction teams on site to the satisfaction of the responsible authority.

TELSTRA

84. The plan of subdivision submitted for certification must be referred to Telstra in



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accordance with Section 8 of the Subdivision Act, 1988.

NOTE 1: Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You dig - Ph. 1100.

NOTE 2: For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.

PERMIT EXPIRY

85. The permit will expire if one of the following circumstances applies:-

- a. The first stage of the subdivision is not certified within five years of the date of this permit; and
- b. Subsequent Stages are not certified within two (2) years of the pervious certified Stage;
- c. Certificates of Title are not released by the Titles Office for the lots and reserves in the subdivision within five years of the date of certification.

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

APA GROUP

86. Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.

87. The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

CFA

88. Subdivision plan not to be altered. The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

89. Hydrants. Prior to the issue of a Statement of Compliance under the Subdivision Act 1988 the following requirements must be met to the satisfaction of the CF A:

- i. Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.
- ii. The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note - CFA's requirements for identification of hydrants are specified in

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'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site (www.cfa.vic.gov.au)

90. Roads. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- i. 3.1 The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
 - ii. 3.2 Curves must have a minimum inner radius of 10 metres.
 - iii. 3.3 Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way.
 - iv. 3.4 Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

NEW EMP

91. Prior to works commencing for Stage 5, an amended Environmental Management Plan must be submitted to and endorsed to the satisfaction of the Responsible Authority. The EMP must be modified to include:
- a. Silky Drive to be nominated as the secondary Entry/Access Point from the site.
 - b. Emberwood Road to be nominated as the primary Entry/Access Point from the site.
 - c. Include roadwork speed limit signs (10Km/hr) and resident courtesy signs at both the Primary and Secondary Entry/Access Points as identified above.
 - d. erosion management and sediment control measures to be implemented;
 - e. protection measures for vegetation being retained;
 - f. waste management during construction;
 - g. the control and management of any soil to be imported or removed from the site and any soil stockpiles;
 - h. noise and dust minimisation measures and measures to prevent earth being tracked onto surrounding roads by construction vehicles; and
 - i. any other relevant matter.

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NOTES:

GIPPSLAND WATER

Water

The development will require a 225mm water main between Sutton Street and the northern extent along Emberwood Road interconnecting into the northern development.

Sewer

The development will require a 300mm sewer main discharging to the existing 300mm sewer main located near the south west corner of the development.

The front portion (about 60%) of the development will be able to gravitate via the 300mm sewer main and the remainder of the development will gravitate north and will require a sewer pump station pumping back to the 300mm sewer main.

The funding arrangements for these works will be in line with the Essential Services Commission (ESC) and need to be approved by Gippsland Water.

ABORIGINAL CULTURAL HERITAGE

Note 1: Works must cease immediately upon the discovery of any Aboriginal cultural material, and Aboriginal Affairs Victoria must be notified immediately of any such discovery at GPO Box 2392V, Melbourne, Vic 3001. A form for reporting Aboriginal cultural material is available on the Aboriginal Affairs Victoria website at <http://www1.dvc.vic.gov.au/aav/index.htm>

Note 2: If suspected human remains are discovered in the course of development, work in the area must cease and the Police or State Coroner's Office must be informed of the discovery without delay. The State Coroner's Office can be contacted at any time on ph.(03) 9684-4444.

If there are reasonable grounds to suspect that the remains are Aboriginal, the discovery should also be reported to Aboriginal Affairs Victoria on ph. 1300 888 544 or (03) 9208 3287. AAV will ensure that the local Aboriginal community is informed about the circumstances of the discovery.

Note 3: All Aboriginal sites, places and objects in Victoria are protected under the Aboriginal Heritage Act 2006. It is an offence to do an act that will harm, or is likely to harm Aboriginal cultural heritage, unless the act is done in accordance with a cultural heritage permit issued under the Act, a cultural heritage management plan approved under the Act, or (if relevant) a consent to damage or interfere with Aboriginal cultural heritage issued under s.21 U(4) or s.21 U(5) of the (now repealed) Part IIA of the Aboriginal and Torres Strait Islander Heritage Protection Act 1984, which was in existence prior to 28 May 2007.

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Where it is suspected that works may impact on Aboriginal cultural heritage objects or places the applicant should make provision for a heritage impact assessment of the area by a suitably qualified heritage consultant in conjunction with representatives of the relevant Aboriginal stakeholders.

The requirements in relation to new development and the management of Aboriginal cultural heritage are set out clearly in the Aboriginal Heritage Act 2006 (the Act) and the Aboriginal Heritage Regulations 2007 (the Regulations). Information in relation to the Aboriginal Heritage Act 2006 is available on the AAV website (<http://www1.dvc.vic.gov.au/aav/index.htm>).

(insert conds)

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

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

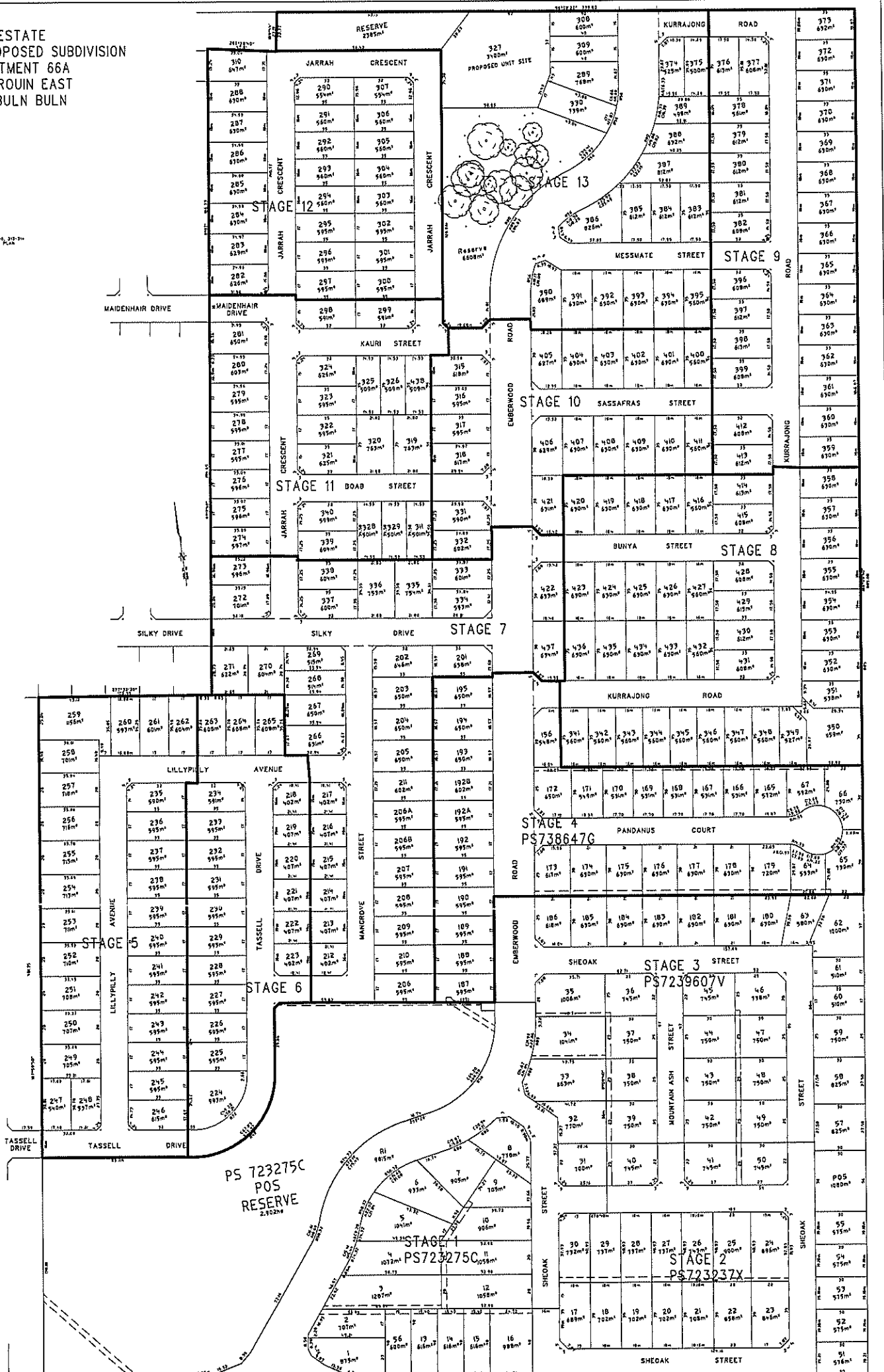
EMBERWOOD ESTATE
 PLAN OF PROPOSED SUBDIVISION
 CROWN ALLOTMENT 66A
 PARISH OF DROUIN EAST
 COUNTY OF BULN BULN

LOT 100, 101 & 102
 17/11/2019
 LAND TO BE DEVELOPED IN STAGES
 1 THROUGH 13
 SITE AREA: 66,670m²
 PARCELS: 3,000 (33)

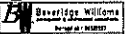
LOT 103 WITH GRADES FOR ON GRADE
 NUMBER OF LOTS: 10
 AREA: 6,000m²

EMBERWOOD ROAD RESERVE FOR USE
 ALL OTHER ROAD RESERVE 10M WIDE
 NUMBER OF LOTS: 10
 AREA: 6,000m²

LOT 104 NUMBER 104-10, 104-11, 104-12, 104-13
 AND 104-14 ARE CAPPED THIS PLAN



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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.

(04/10/2016)