

# **SECTION 32** **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

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**Vendor:** PETER JONATHON EMANUEL AND ADRIANA MAATJE EMANUEL

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**Property:** 9 WOODLANDS AVENUE, SASSAFRAS VIC 3787

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**VENDORS REPRESENTATIVE**  
MOUNTAIN CONVEYANCING

Tel: 03 9754 7615  
Email: [office@mountainconveyancing.com.au](mailto:office@mountainconveyancing.com.au)

Ref: 23-6787

SECTION 32 STATEMENT  
9 WOODLANDS AVENUE, SASSAFRAS VIC 3787

**32A FINANCIAL MATTERS**

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Yarra Ranges Shire Council	Approx. \$2,600.00	Per annum
Yarra Valley Water	See attached certificate	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

**Their total does not exceed \$3,600.00**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:	Yarra Ranges Planning Scheme
Responsible Authority:	Yarra Ranges Shire Council
Zoning:	See attached certificate
Planning Overlay/s:	See attached certificate

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable
- (d) If the property sold includes a swimming pool as defined in the Building Regulations 2006 (Vic) (the "Regulations") in respect of which suitable barriers as defined in the Regulations have not been provided, then the purchaser does hereby acknowledge, agree and declare that it shall be the purchaser's responsibility at their sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority with the time prescribed in the Regulations.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

SECTION 32 STATEMENT  
9 WOODLANDS AVENUE, SASSAFRAS VIC 3787

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**32H SERVICES**

The following are **not** connected if mark with X

Electricity  Gas supply  Water supply  Sewerage  Telephone services

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

SECTION 32 STATEMENT  
9 WOODLANDS AVENUE, SASSAFRAS VIC 3787

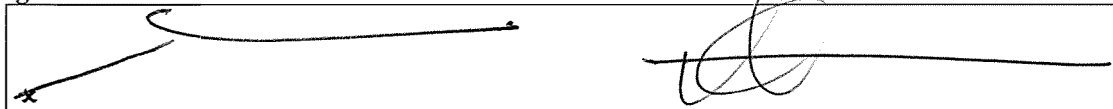
DATE OF THIS STATEMENT

03 / 02 /20 24

Name of the Vendor

PETER JONATHON EMANUEL and ADRIANA MAATJE EMANUEL

Signature/s of the Vendor



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

## 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.

### **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

SECTION 32 STATEMENT  
9 WOODLANDS AVENUE, SASSAFRAS VIC 3787

you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

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

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

**Utilities and essential services**

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

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

**Buyers' rights**

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

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







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

Page 1 of 1

VOLUME 09622 FOLIO 865

Security no : 124110666472K  
Produced 21/11/2023 03:24 PM

**LAND DESCRIPTION**

Land in Plan of Consolidation 159846F.  
PARENT TITLE Volume 08872 Folio 915  
Created by instrument CP159846F 25/07/1985

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
PETER JONATHON EMANUEL  
ADRIANA MAATJE EMANUEL both of 20 EAGLE DR NORTH NOBLE PARK  
M679687S 02/02/1987

**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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP421485L FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 9 WOODLANDS AVENUE SASSAFRAS VIC 3787

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP421485L</b>
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TITLE PLAN	EDITION 1	TP 421485L
<p>Location of Land</p> <p>Parish: MONBULK</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: CP 159846F</p> <p>Derived From: VOL 9622 FOL 865</p> <p>Depth Limitation: 15.24 m</p>		<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
<p>Description of Land / Easement Information</p> <p>A RIGHT OF CARRIAGE WAY APPURTENANT TO THE WITHIN LAND HAS BEEN RESERVED BY TRANSFER M138440Y</p> <p><b>ENCUMBRANCES</b></p> <p>As to the land shown marked E-1 -</p> <p>THE DRAINAGE EASEMENTS existing over the same by virtue of Section 98 of the Transfer of Land Act -</p> <p>See Plan of Subdivision No.11043 -</p> <p>E-2 = WATER SUPPLY &amp; CARRIAGEWAY EASEMENT CREATED BY C/E P209489F</p>		<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 26/06/2002</p> <p>VERIFIED: AP</p>
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets



# Imaged Document Cover Sheet

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Document Identification	<b>CP159846F</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
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CP 159846 F

PLAN OF CONSOLIDATION  
 PART OF CROWN ALLOTMENT 3 SECTION F  
**PARISH OF MONBULK**  
 COUNTY OF EVELYN



LOT 29 AND PARTS OF LOTS 28 AND 30 ON LP. 11043

V. 8872 F. 915

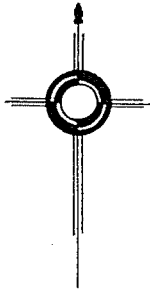
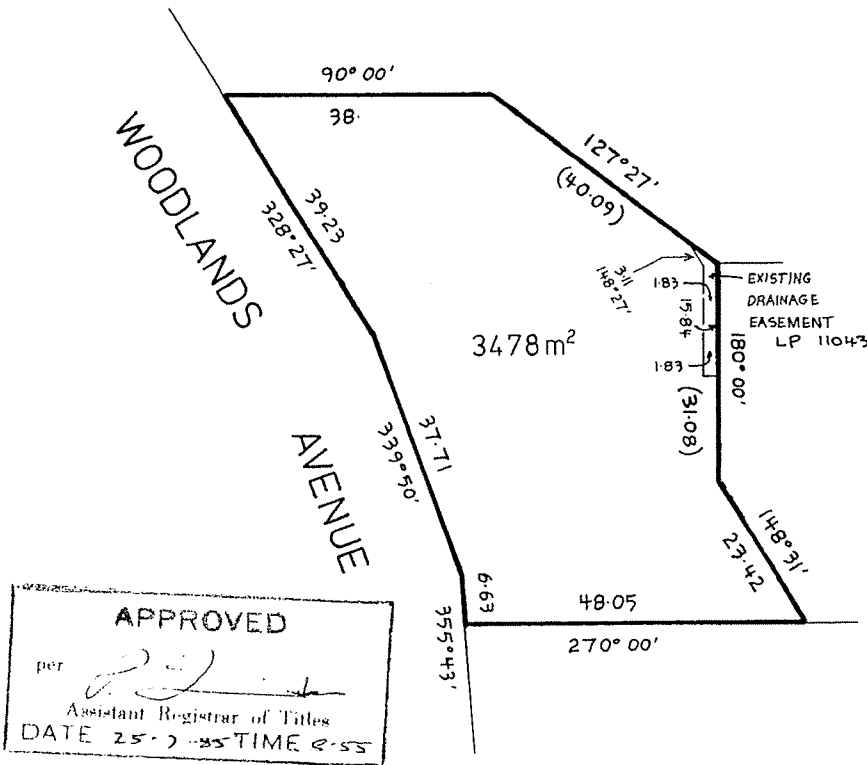


CHART No. 3



APPROVED  
 per *[Signature]*  
 Assistant Registrar of Titles  
 DATE 25-7-85 TIME 8-55

Vol 9622 Fol 865



SEAL & ENDORSEMENT OF MUNICIPALITY

Sealed Pursuant to the provisions of Sec. 569 A B of the Local Gov. Act

SHIRE OF SHERBROOKE

The Common Seal of the President, Councillors and Ratepayers of the Shire of Sherbrooke is hereto affixed this 22nd day of April 1985 in the presence of

*[Signature]* President  
*[Signature]*  
*[Signature]*

Council R.F: 3/11-F/2(P)

SURVEYORS CERTIFICATION

I certify that this plan has been made by me or under my immediate supervision and accords with title.

*[Signature]* L.S.

LICENSED SURVEYOR

DATED 7-12-84

REF 1345/F

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

983487

## APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA  
MELBOURNE

## VENDOR

EMANUEL, PETER

## PURCHASER

NOT, APPLICABLE

## REFERENCE

23-6787

This certificate is issued for:

PLAN CP159846 ALSO KNOWN AS 9 WOODLANDS AVENUE SASSAFRAS  
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a GREEN WEDGE A ZONE - SCHEDULE 1
- is within a EROSION MANAGEMENT OVERLAY
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1
- and a BUSHFIRE MANAGEMENT OVERLAY

A Proposed Amending Planning Scheme C148 has been placed on public exhibition which shows this property :

- is within a AREA TO BE DELETED FROM A SIGNIFICANT LANDSCAPE OVERLAY - C148
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 - C148
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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

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

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

21 November 2023

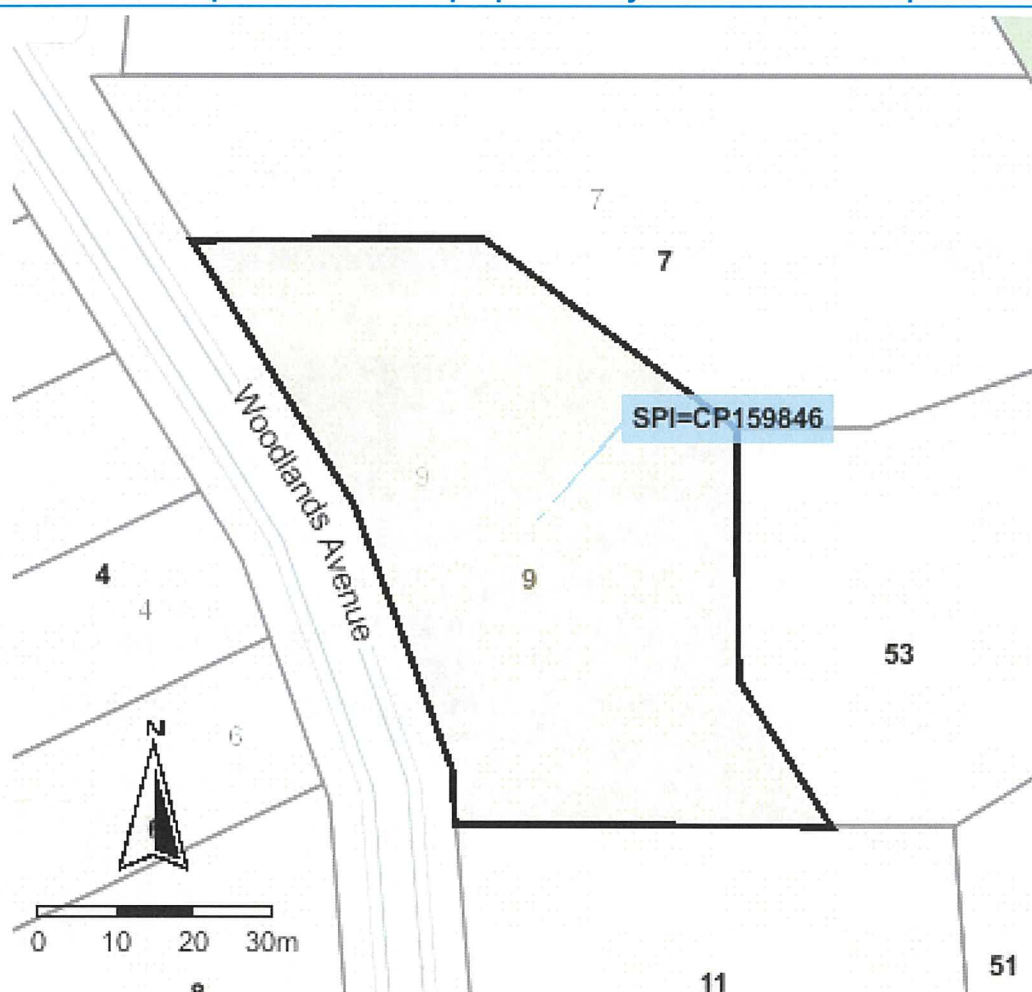
**Sonya Kilkeny**  
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 November 2023 03:23 PM

## PROPERTY DETAILS

Address: **9 WOODLANDS AVENUE SASSAFRAS 3787**  
 Lot and Plan Number: **Plan CP159846**  
 Standard Parcel Identifier (SPI): **CP159846**  
 Local Government Area (Council): **YARRA RANGES**  
 Council Property Number: **221672**  
 Planning Scheme: **Yarra Ranges**  
 Directory Reference: **Melway 66 F10**

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

[Planning Scheme - Yarra Ranges](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MONBULK**

## OTHER

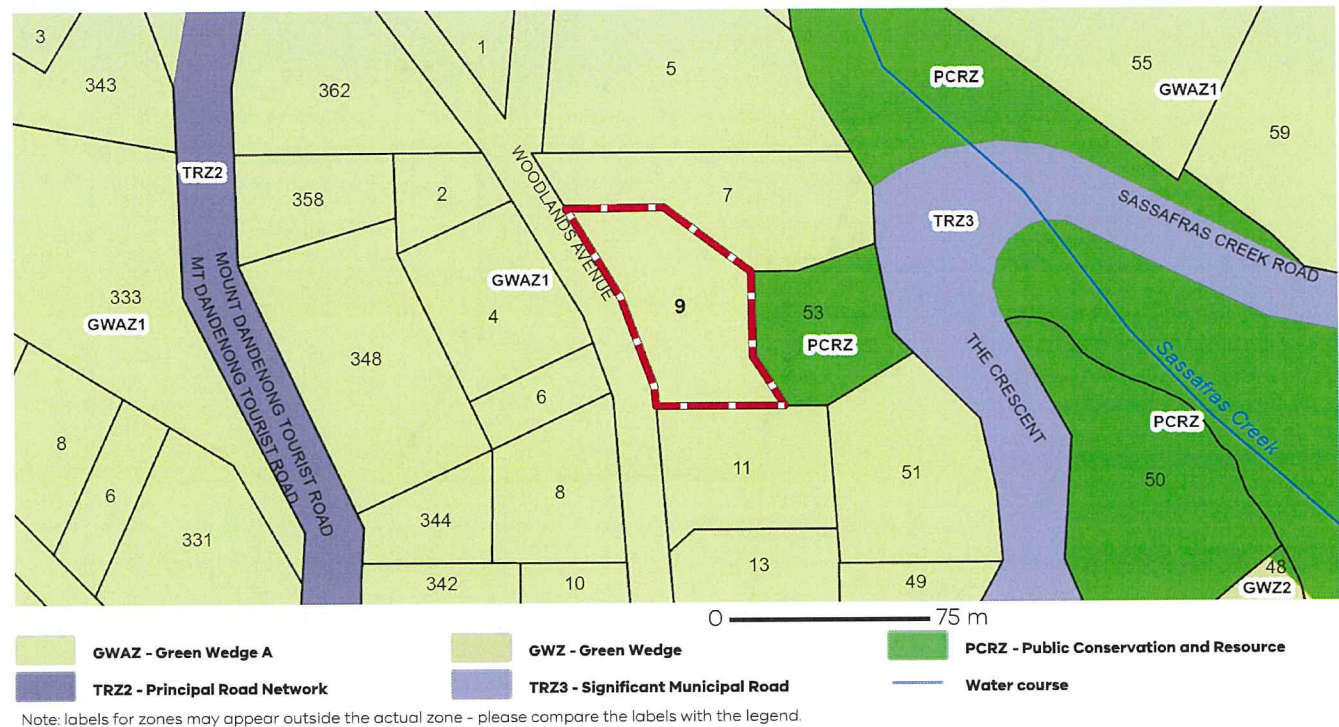
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
 Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 1 \(GWAZ1\)](#)



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



## Planning Overlays

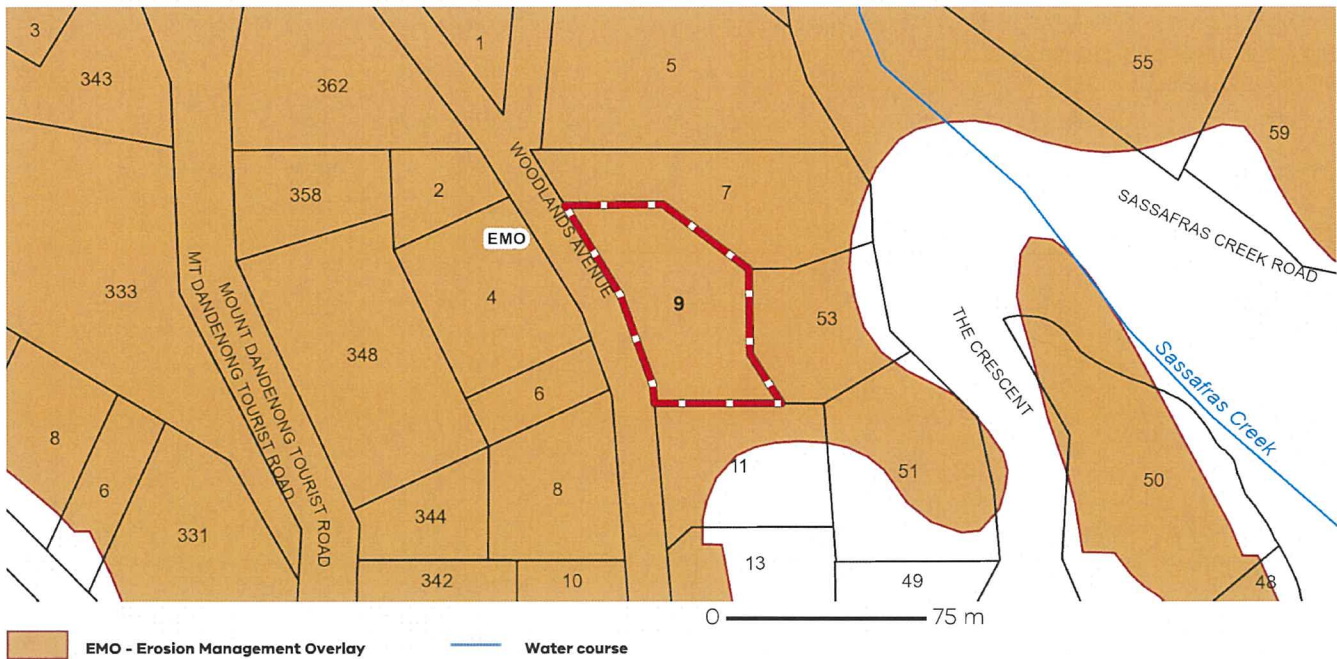
### BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

### EROSION MANAGEMENT OVERLAY (EMO)

#### EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



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

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## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

#### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



SLO - Significant Landscape Overlay Water course

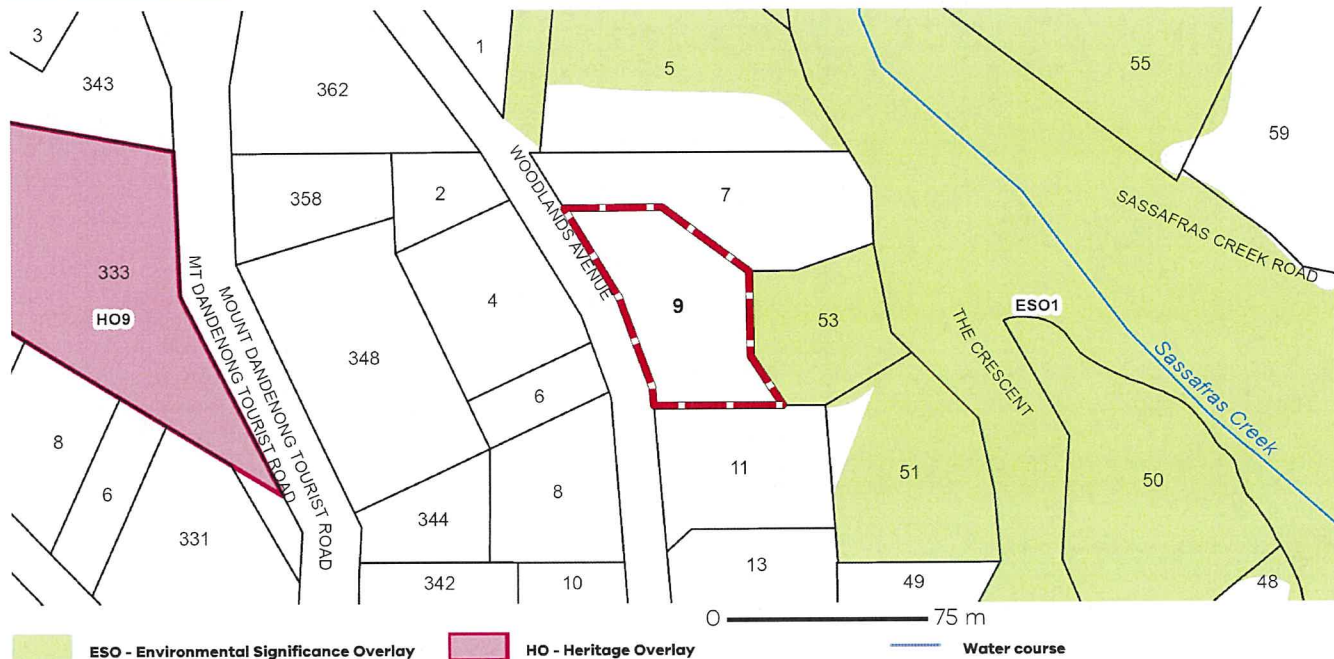
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### HERITAGE OVERLAY (HO)



ESO - Environmental Significance Overlay HO - Heritage Overlay Water course

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

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



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

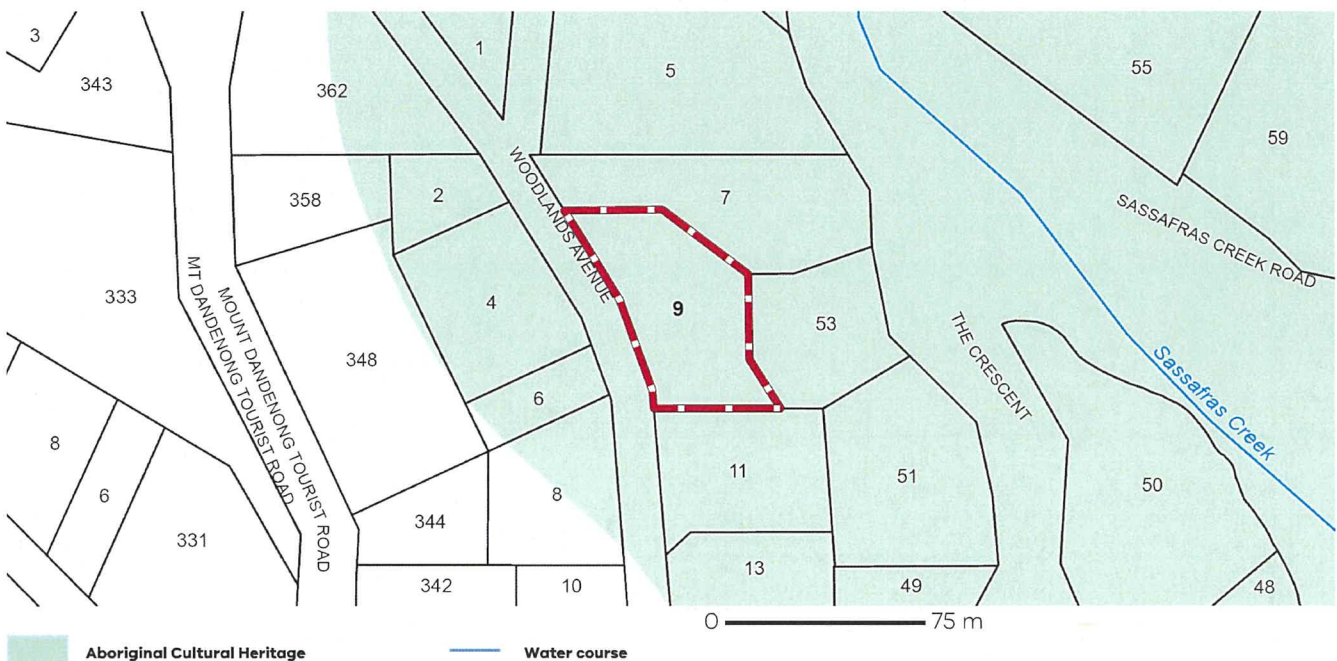
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 16 November 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

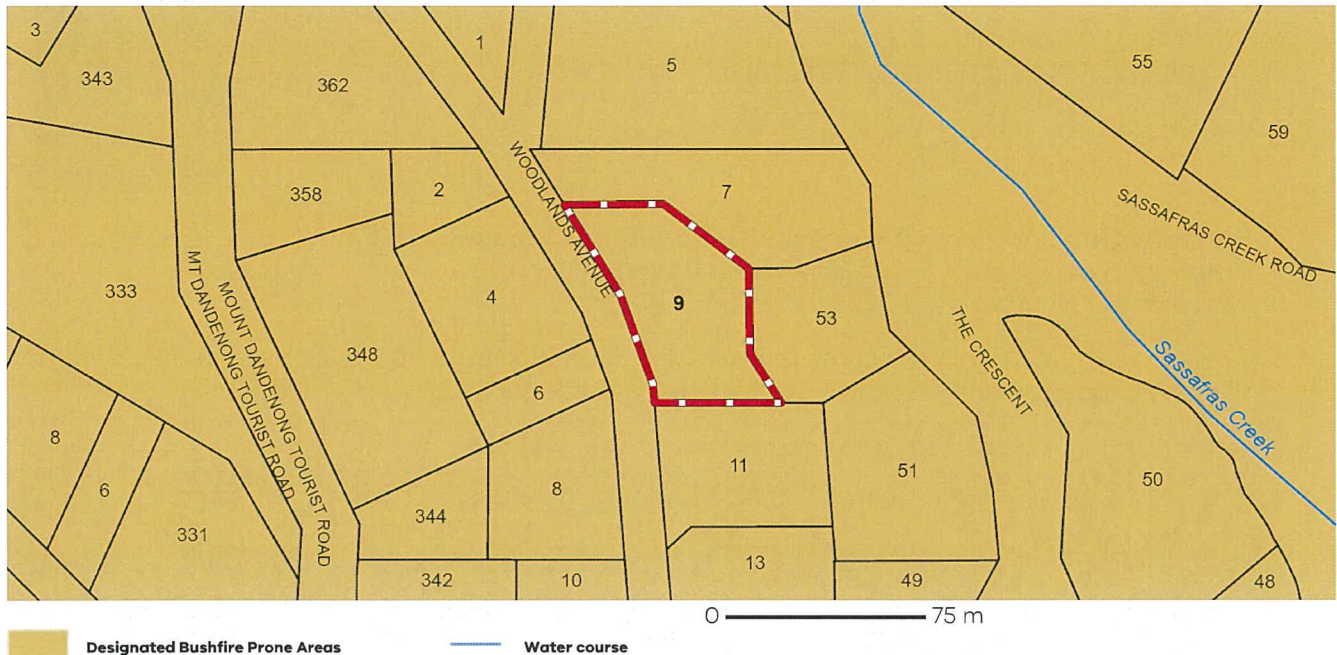


## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#)

## BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 119595  
Your Reference 23-6787:150949  
Date Issued 29 November 2023

Mountain Convey  
[office@mountainconveyancing.com.au](mailto:office@mountainconveyancing.com.au)

Yarra Ranges Council  
PO Box 105  
Lilydale Vic 3140  
DX 34051  
Call 1300 368 333  
Fax 03 9735 4249  
mail@yarraranges.vic.gov.au  
www.yarraranges.vic.gov.au



Property Address 9 Woodlands Avenue, Sassafras VIC 3787  
Property Description CP159846 Ca 3 P Monbulk  
Assessment Number 59282

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333				
Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$50.70. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$50.70 on Receipt No: 7781362 for this certificate.

**George Avramopoulos**  
Municipal Building Surveyor

## **NOTES**

### **Smoke Alarms/Sprinkler Systems**

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

### **Swimming Pools**

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.





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ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

21st November 2023

Melania Serwylo C/- LANDATA  
LANDATA

Dear Melania Serwylo C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	9 WOODLANDS AVENUE SASSAFRAS 3787
<b>Applicant</b>	Melania Serwylo C/- LANDATA LANDATA
<b>Information Statement</b>	30810860
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	23-6787

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Private Main/Trunk Service Agreement

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



## Yarra Valley Water Property Information Statement

Property Address	9 WOODLANDS AVENUE SASSAFRAS 3787
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

The water supply to this property is connected by means of a Private Water Main.

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

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

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



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[yvw.com.au](http://yvw.com.au)

### **Melbourne Water Encumbrance**

Property Address	9 WOODLANDS AVENUE SASSAFRAS 3787
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STATEMENT UNDER SECTION 158 WATER ACT 1989

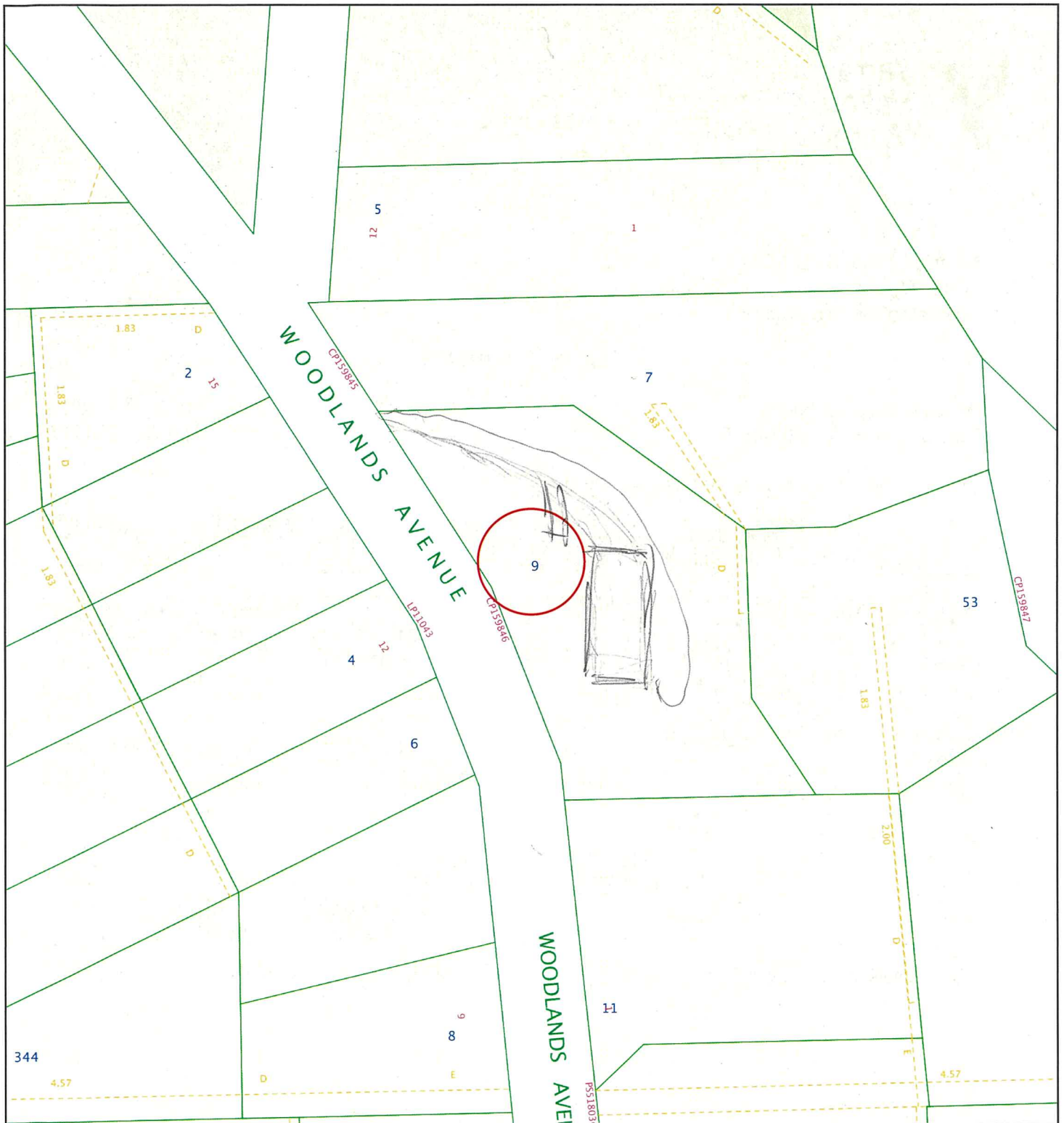
### **THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**



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














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

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

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



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30810860</b>	<b>Address</b>	9 WOODLANDS AVENUE SASSAFRAS 3787	 <b>N</b>	 <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b>	21/11/2023		
	<b>Scale</b>	1:1000		

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

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:

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



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

Melania Serwylo C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

**Account No:** 5542460000  
**Rate Certificate No:** 30810860

**Date of Issue:** 21/11/2023  
**Your Ref:** 23-6787

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 WOODLANDS AVE, SASSAFRAS VIC 3787		1448315	Residential

Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Water Usage Charge <i>Step 1 – 22.000000kL x \$2.44510000 = \$13.61</i> <i>Step 1 – 0.000000kL x \$2.49560000 = \$41.01</i> Estimated Average Daily Usage \$0.66	09-06-2023 to 31-08-2023	\$54.62	\$0.00
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$16.31	\$16.31
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$57.90

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.



4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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yvw.com.au

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

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

**Property No:** 1448315

**Address:** 9 WOODLANDS AVE, SASSAFRAS VIC 3787

**Water Information Statement Number:** 30810860

## HOW TO PAY



Billor Code: 314567  
Ref: 55424600008

Amount  
Paid

Date  
Paid

Receipt  
Number

**YARRA VALLEY WATER LIMITED**  
(ACN 066 902 501)

**TEMPORARY TRUNK SERVICE AGREEMENT**

**REFERENCE NO:** .....(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

**1 OBLIGATIONS OF PROPERTY OWNER**

**Connection of Temporary Trunk Service**

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

**Responsibility for Maintenance**

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

#### Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.

#### Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

### 2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
  - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus; plus
  - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the Water Industry Regulations 1995.

### 3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the Water Industry Act 1994.



#### 4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

#### 5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

#### 6 TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
  - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
  - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

## 7 CHANGE IN OWNERSHIP

### Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the Sale of Land Act 1962 must expressly inform potential purchasers of the property that:
- (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than one month's notice in writing; and
  - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

### Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the Water Industry Act 1994 within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the Water Industry Act 1994.

### Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

## 8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
  - (b) executing a deed in the form of schedule 3; and
  - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

## 9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
- (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
  - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

## 10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
- (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
  - (b) the efficient functioning of the temporary trunk service.
- 10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
- (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
  - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
  - (c) the additional water usage under clause 2.4(b),
- must be borne by property owners in accordance with their responsibilities under this agreement.
- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners,
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

## 11 DISPUTES

- 11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

## 12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

(b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or

(c) any failure to comply with the terms of this agreement.

12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

### 13 PERMANENT WATER RETICULATION MAIN

13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the Water Industry Act 1994.

13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:

(a) disconnect the temporary trunk service from that property; and

(b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the Water Industry Act 1994.

13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

### 14 MISCELLANEOUS

#### Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

#### No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

14.3 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [Office Use Only]	Signature(s)	Date

Signed for and on behalf of Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on .....(date)

BY: .....(name)

of .....(address) ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at  
.....more particularly described in certificate of title volume [ ] folio [ ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on ..... [date]

BY: ..... [name]

of ..... ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at  
..... more particularly described in certificate of title volume [ ] folio [ ] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

- 1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by .....(SIGNATURE)

WITNESS.....(Print Name) .....(SIGNATURE)

ADDRESS OF WITNESS.....





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo  
4/1567 Burwood highway  
TECOMA 3160

Client Reference: 23-6787

NO PROPOSALS. As at the 21th November 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 WOODLANDS AVENUE, SASSAFRAS 3787  
SHIRE OF YARRA RANGES

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

Date of issue: 21th November 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70976005 - 70976005152403 '23-6787'