

**We Know Conveyancing**



## **CONTRACT OF SALE**

**Vendor: Ujjwal Khera and Mahak Khera**  
**Property: 27 CAMOUFLAGE Drive, Epping VIC 3076**

Prepared By:  
We Know Conveyancing  
Ph: 03 9430 1120  
E: [jatin@weknowconveyancing.com.au](mailto:jatin@weknowconveyancing.com.au)  
18 Belair Avenue,  
Glenroy – 3046  
VIC

**Property: 27 CAMOUFLAGE Drive, Epping**

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, Ujjwal Khera and Mahak Khera, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

## **GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED**

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

### **Property Details**

Property Type	Residential Dwelling
Property Address	27 CAMOUFLAGE Drive, Epping VIC 3076
Lot and Plan	1601 PS626254C
Volume and Folio	11213/431

### **Vendor Details**

Vendors Full Name	Ujjwal Khera and Mahak Khera
Vendor ABN	

### **Transaction Details**

Purchase Price	\$
GST Withholding amount	No amount payable

Vendor's Signature \_\_\_\_\_

Date \_\_\_\_\_

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 27 CAMOUFLAGE Drive, Epping VIC 3076**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

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

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

**SIGNED BY THE VENDORS** ..... on ...../...../20.....

Print name of person signing Ujjwal Khara and Mahak Khara

State nature of authority if applicable

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

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

#### Off-the-Plan Sales

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

- You may negotiate with the vendor about the amount of 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

REAL ESTATE AGENT: Harcourts Rata & Co  
Email: sold@rataandco.com.au

VENDOR: Ujjwal Khera and Mahak Khera

VENDOR'S REPRESENTATIVE: WE KNOW CONVEYANCING  
Contact Person – Jatin Dewan  
Ph: 03 9430 1120  
Email: [jatin@weknowconveyancing.com.au](mailto:jatin@weknowconveyancing.com.au)  
Office: 18 Belair Avenue, Glenroy, VIC - 3046  
Ref: 25:8796:Khera

PURCHASER: Name/s: .....  
.....  
Address: .....

PURCHASER'S REPRESENTATIVE: Name: .....  
Address: .....  
Tel: ..... Email: .....

STREET ADDRESS: 27 CAMOUFLAGE Drive, Epping VIC 3076  
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1601 on PS626254C.  
Certificate of Title VOLUME: 11213 FOLIO: 431

CHATTELS: All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE: \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_ PAYABLE BY \_\_/\_\_/\_\_\_\_ OF WHICH  
\$ \_\_\_\_\_ HAS BEEN PAID.

BALANCE: \$ \_\_\_\_\_

SETTLEMENT/PAYMENT OF BALANCE is due on \_\_\_\_/\_\_\_\_/\_\_\_\_  
(general condition 10)  
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

**GST** (refer to general condition 13)

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

If this is a sale of a 'farming business' or a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

If the margin scheme will be used to calculate GST then write the words '**margin scheme**' to this box.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

Lender:

Loan Amount: \$

Approval date:

## Off the Plan Concession

### FOR OWNER OCCUPIER ONLY

#### Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{rclclcl}
 \text{Contract price including GST} & & \times & \text{\% of building works component} & \text{Equals} & \text{100\% building works components} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} & \% = \$ & \boxed{\phantom{000000}} \\
 \text{From (1) above} & & & \text{From (2) above} & & 
 \end{array}$$

Actual % of construction works completed after the contract  %

$$\begin{array}{rclclcl}
 \text{100\% building Deemed construction costs after the contract} & & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{rks} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} & \% & = & \$ \boxed{\phantom{000000}} \\
 \text{From (3) above} & & & \text{Please round up, ie 60\&, 70\%} & & & 
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rclcl}
 \text{The contract price (total price paid including GST)} & & \$ & \boxed{\phantom{000000}} \\
 \text{From (1) above} & & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ & \boxed{\phantom{000000}} \\
 \text{From (5) above} & & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ & \boxed{\phantom{000000}}
 \end{array}$$

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

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

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

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

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

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

### 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

### 12. Stakeholding

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

### 13. GST

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

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**24. Loss or damage before settlement**

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

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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

## Special Conditions

1

### 1A Acceptance of title

General condition 12.4 is added:

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

### 1B Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### 3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### 4 No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### 5 Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### 6 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### 7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

### 8 Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### 9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

### 10. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

### 11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

### 12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

### 13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

#### **14. Plan of Subdivision (If Applicable)**

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

#### **15. Windfall Gains Tax (If Applicable)**

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

#### **16. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **17. Adjustments and Supporting Documents**

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

## GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

### SIGNED SEALED AND DELIVERED

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
)  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
)  
Witness..... )



## VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Ujjwal Khera and Mahak Khera  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 11213 Folio: 431 and known as

**STREET ADDRESS** 27 CAMOUFLAGE Drive, Epping VIC 3076

### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge**  
However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area. (Check the Planning Property Report)

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme: Whittlesea Planning Scheme

The responsible authority is: Whittlesea

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000**

1. Whittlesea
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

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:

- Owners Corporation (if applicable) special levies
- Land Tax if the property is not exempt as your principal place of residence
- Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

Not applicable

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

**EVIDENCE OF TITLE-** Attached are copies of 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 and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) 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
- (e) 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

**BUILDING PERMITS**- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

**INSURANCE DETAILS IN RESPECT OF THE LAND**- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

INFORMATION

**VENDOR'S STATEMENT**- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold We Know Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by We Know Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

*Signature/s of Vendor/s* .....

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by We Know Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

*Signature/s of Purchaser/s* .....

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11213 FOLIO 431

Security no : 124127044217N  
Produced 12/08/2025 10:45 AM

**LAND DESCRIPTION**

Lot 1601 on Plan of Subdivision 626254C.  
PARENT TITLE Volume 11202 Folio 400  
Created by instrument PS626254C 07/07/2010

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
UJJWAL KHERA  
MAHAK KHERA both of 27 CAMOUFLAGE DRIVE EPPING VIC 3076  
AV927908W 04/08/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY950728R 12/03/2025  
BANK OF QUEENSLAND LTD

COVENANT PS626254C 07/07/2010

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  
AG442039G 06/04/2009

**DIAGRAM LOCATION**

SEE PS626254C 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: 27 CAMOUFLAGE DRIVE EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD  
Effective from 12/03/2025

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS626254C</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>12/08/2025 10:46</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION 2</b>	Plan Number <b>PS 626254C</b>
----------------------------	----------------	----------------------------------	----------------------------------

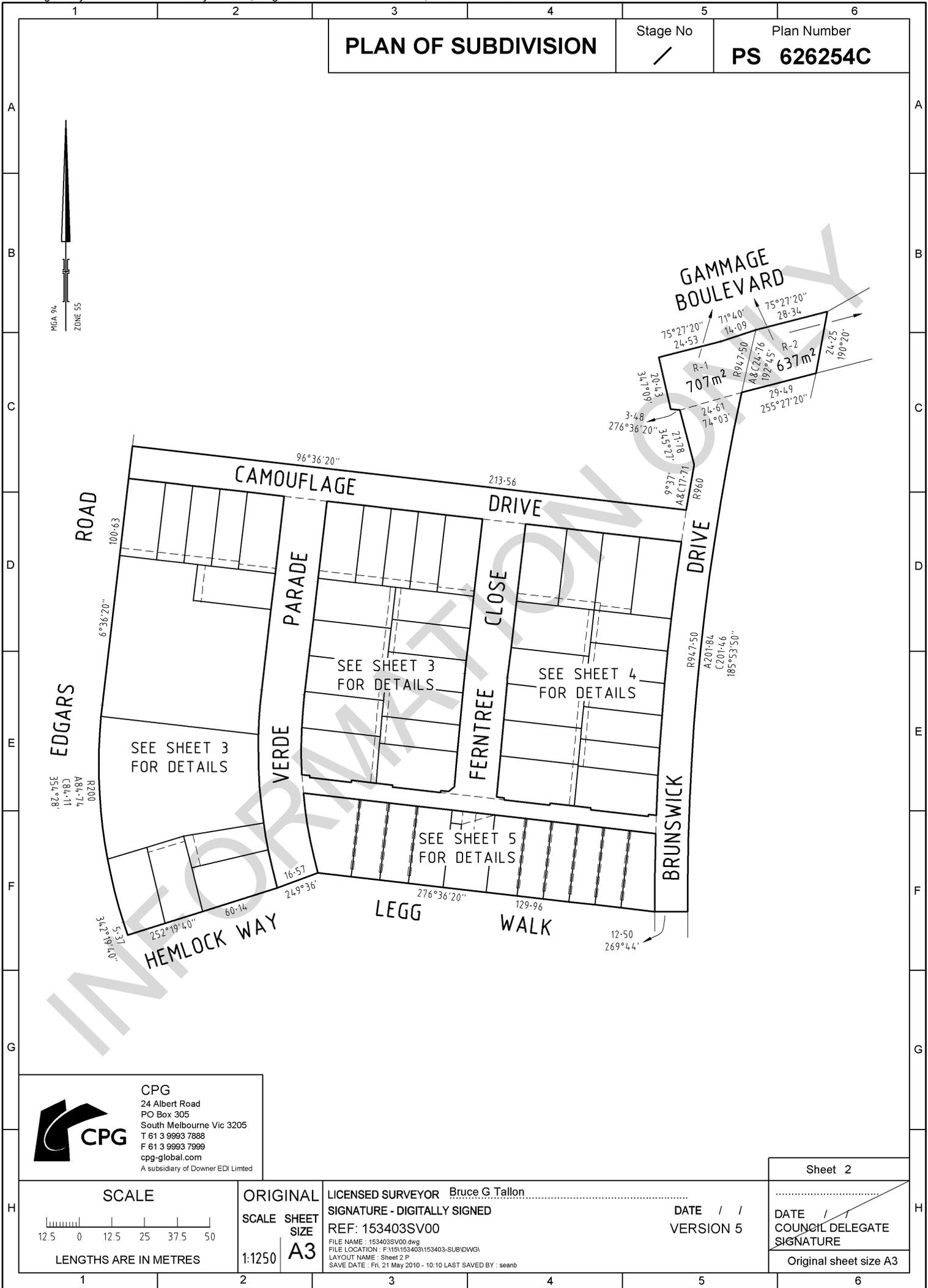
Location of Land Parish: WOLLERT Township: Section: 8 & 9 Crown Allotment: Crown Portion: 4 & 1 (Parts) Title References C/T Vol 11202 Fol 400 Last Plan Reference: Lot B on PS 623208B  Postal Address: EDGARS ROAD (At time of subdivision) EPPING NORTH 3076  MGA Co-ordinates: E 324 045 (Of approx. centre of plan) N 5 833 795 Zone 55	Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL REF: 606989 SPEAR REF: S004518P
--	---

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 & R-2 RESERVE No. 1 RESERVE No. 2	Whittlesea City Council SPI Electricity PTY LTD Whittlesea City Council

Notations	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
This is a SPEAR plan.  Lots 1 to 1600, 1607 - 1611 & 1616 - 1622 (all inclusive) have been omitted from this plan.  Survey: This plan is based on survey PS 608862E & PS 623200T  This survey has been connected to permanent mark no(s). 123 & 165 in Proclaimed Survey Area no. -	

Easement Information					LRS use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>
E-1	Sewerage	2	This Plan	Land in This Plan	Date: 30/06/2010
E-1	Sewerage	2	This Plan	Yarra Valley Water Limited	
E-2	Drainage	2	This Plan	Land in This Plan	Date: 07/07/2010
E-3	Drainage & Sewerage	3	This Plan	Land in this Plan	
E-3	Sewerage	3	This Plan	Yarra Valley Water Limited	LRS use only PLAN REGISTERED TIME 2:57PM Date: 07/07/2010
E-4	Party Wall	0.13	This Plan	The Relevant Abutting Lot	
E-5	Drainage & Sewerage	3.5	This Plan	Land in this Abutting	H. YILDIRIM Assistant Registrar of Titles.
E-5	Sewerage	3.5	This Plan	Yarra Valley Water Limited	
E-6	Powerline	See Diag.	Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd	
E-7	Carriageway	See Diag.	This Plan	SPI Electricity Pty Ltd	
E-8	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd	
E-8	Carriageway	See Diag.	This Plan	SPI Electricity Pty Ltd	

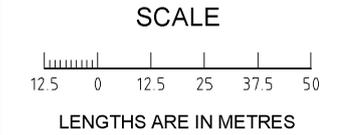
AURORA - STAGE 16 (51 LOTS)		AREA OF STAGE - 3.250ha		Sheet 1 of 7 Sheets
 CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited	LICENSED SURVEYOR (PRINT) Bruce G Tallon SIGNATURE - DIGITALLY SIGNED DATE / / REF: 153403SV00 VERSION 5 <small>FILE NAME : 153403SV00.dwg FILE LOCATION : F:\15\153403\153403-SUB\DWG\ LAYOUT NAME : Sheet 1 SAVE DATE : Fri, 21 May 2010 - 10:10 LAST SAVED BY : seanb</small>		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



PLAN OF SUBDIVISION	Stage No /	Plan Number <b>PS 626254C</b>
---------------------	---------------	----------------------------------



**CPG**  
 24 Albert Road  
 PO Box 305  
 South Melbourne Vic 3205  
 T 61 3 9993 7888  
 F 61 3 9993 7999  
 cpg-global.com  
 A subsidiary of Downer EDI Limited



**ORIGINAL SCALE**  
 1:1250

**SHEET SIZE**  
 A3

LICENSED SURVEYOR Bruce G Tallon  
 SIGNATURE - DIGITALLY SIGNED  
 REF: 153403SV00  
 DATE / /  
 VERSION 5

FILE NAME : 153403SV00.dwg  
 FILE LOCATION : F:\151\153403\153403-SUB\DWG\  
 LAYOUT NAME : Sheet 2 P  
 SAVE DATE : Fri, 21 May 2010 - 10:10 LAST SAVED BY : seanb

Sheet 2

---

DATE / /  
 COUNCIL DELEGATE  
 SIGNATURE

Original sheet size A3



# PLAN OF SUBDIVISION

Stage No  
/

Plan Number

## PS 626254C

SEE SHEET 2

MGA 94  
ZONE 55

SEE SHEET 3

SEE SHEET 3

SEE SHEET 5

LEGG

WALK

### CAMOUFLAGE DRIVE

### DRIVE

### BRUNSWICK

### FROGMORE LANE

### CLOSE

### FERN TREE

### RESERVE N° 2

1634

1633

1632

1631

1629

1628

1663

1662

1661

1660

1649

1651

1652

1653

1654

1655

1656

1657

1658

1659

1648

1647

1646

1645

1644

1643

1642

1641

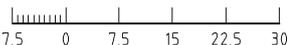
1640

1639



CPG  
24 Albert Road  
PO Box 305  
South Melbourne Vic 3205  
T 61 3 9993 7888  
F 61 3 9993 7999  
cpg-global.com  
A subsidiary of Downer EDI Limited

**SCALE**



LENGTHS ARE IN METRES

**ORIGINAL SCALE**  
1:750

**SHEET SIZE**  
A3

LICENSED SURVEYOR **Bruce G Tallon**

SIGNATURE - DIGITALLY SIGNED

DATE / /

VERSION 5

REF: 153403SV00

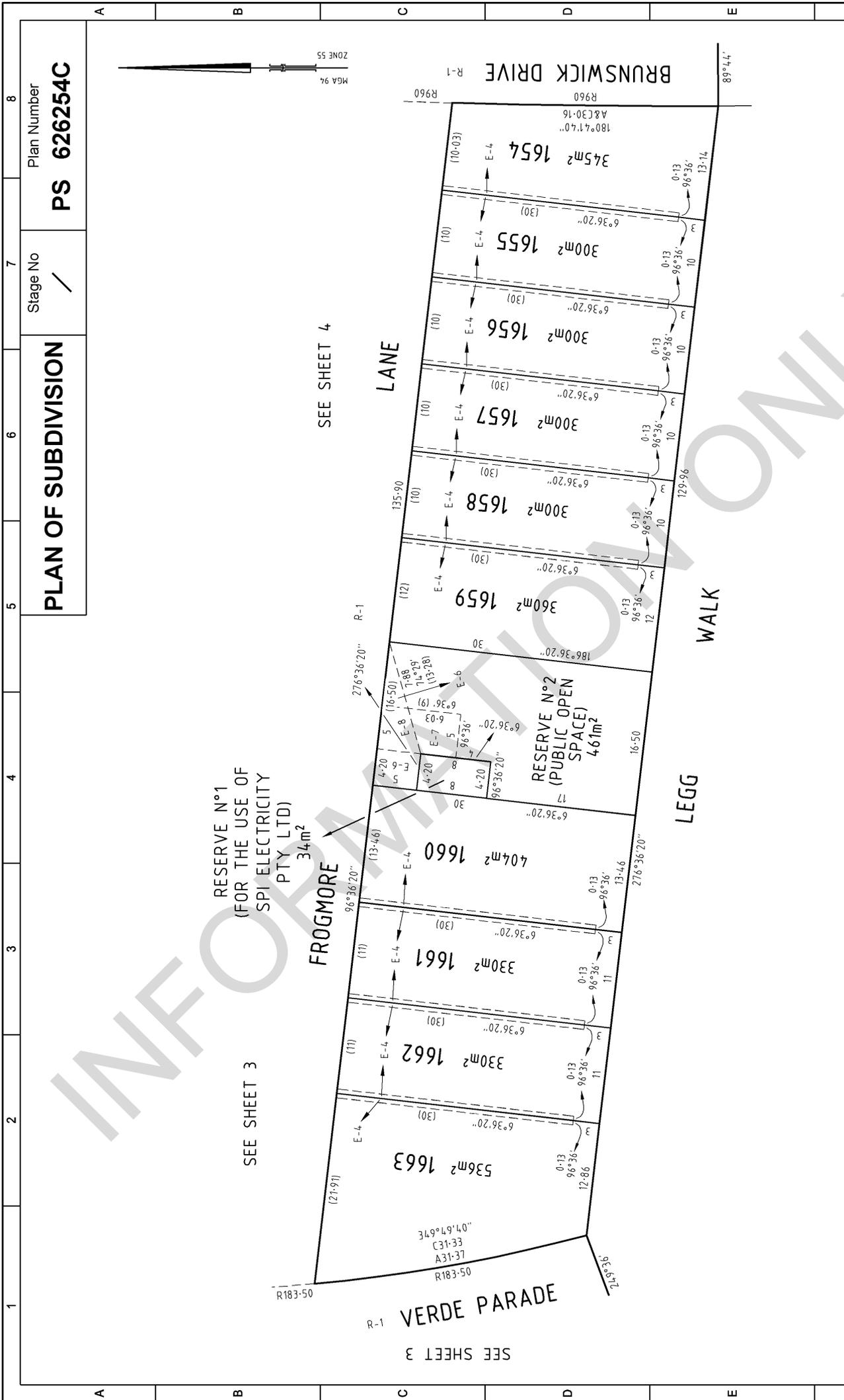
FILE NAME: 153403SV00.dwg  
FILE LOCATION: F:\15153403\153403-SUB\DWG\  
LAYOUT NAME: Sheet 4 P  
SAVE DATE: Fri, 21 May 2010 - 10:10 LAST SAVED BY: seand

Sheet 4

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



Plan Number  
**PS 626254C**

Stage No  
/

**PLAN OF SUBDIVISION**

RESERVE N°1  
(FOR THE USE OF  
SPI ELECTRICITY  
PTY LTD)  
34m<sup>2</sup>

RESERVE N°2  
(PUBLIC OPEN  
SPACE)  
461m<sup>2</sup>

Sheet 5

DATE / /

VERSION 5

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ..... Bruce G. Tallon

SIGNATURE - DIGITALLY SIGNED

REF: 153403SV00

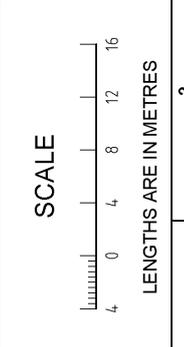
FILE NAME: 153403SV00.dwg

LAYOUT NAME: Sheet 5.1

SAVE DATE: Fri, 21 May 2010 - 10:10 LAST SAVED BY: seahb

ORIGINAL SCALE SHEET SIZE

1:400 A3



**CPG**

24 Albert Road  
PO Box 305  
South Melbourne Vic 3205  
T 61 3 9993 7888  
F 61 3 9993 7999  
cp-globai.com  
A subsidiary of Downer EDI Limited

1	2	3	4	5	6																																																																																																																																								
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 626254C</b>																																																																																																																																									
<p><b>CREATION OF RESTRICTION N°1</b></p> <p>UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED</p> <p><b>TABLE OF LAND BURDENED AND LAND BENEFITED</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">BURDENED LOT NO.</th> <th style="width:25%;">BENEFITTED LOT NO.</th> <th style="width:25%;">BURDENED LOT NO.</th> <th style="width:25%;">BENEFITTED LOT NO.</th> </tr> </thead> <tbody> <tr><td>1601</td><td>1602</td><td>1646</td><td>1645, 1647, 1650, 1651</td></tr> <tr><td>1602</td><td>1601, 1603</td><td>1647</td><td>1646, 1648, 1649, 1650</td></tr> <tr><td>1603</td><td>1602, 1604, 1606</td><td>1648</td><td>1647, 1649</td></tr> <tr><td>1604</td><td>1603, 1605, 1606</td><td>1649</td><td>1647, 1648, 1650</td></tr> <tr><td>1605</td><td>1604, 1606</td><td>1650</td><td>1646, 1647, 1649, 1651</td></tr> <tr><td>1606</td><td>1603, 1604, 1605</td><td>1651</td><td>1645, 1646, 1650, 1652</td></tr> <tr><td>1612</td><td>1613, 1614</td><td>1652</td><td>1644, 1645, 1651, 1653</td></tr> <tr><td>1613</td><td>1612, 1614</td><td>1653</td><td>1639, 1640, 1643, 1644, 1652</td></tr> <tr><td>1614</td><td>1612, 1613, 1615</td><td>1654</td><td>1655</td></tr> <tr><td>1615</td><td>1614</td><td>1655</td><td>1654, 1656</td></tr> <tr><td>1623</td><td>1624, 1638</td><td>1656</td><td>1655, 1657</td></tr> <tr><td>1624</td><td>1623, 1625, 1638</td><td>1657</td><td>1656, 1658</td></tr> <tr><td>1625</td><td>1624, 1626, 1628, 1638</td><td>1658</td><td>1657, 1659</td></tr> <tr><td>1626</td><td>1625, 1627, 1628</td><td>1659</td><td>1658</td></tr> <tr><td>1627</td><td>1626, 1628</td><td>1660</td><td>1661</td></tr> <tr><td>1628</td><td>1625, 1626, 1627, 1629, 1638</td><td>1661</td><td>1660, 1662</td></tr> <tr><td>1629</td><td>1628, 1630, 1637, 1638</td><td>1662</td><td>1661, 1663</td></tr> <tr><td>1630</td><td>1629, 1631, 1636, 1637</td><td>1663</td><td>1662</td></tr> <tr><td>1631</td><td>1630, 1632, 1635, 1636</td><td></td><td></td></tr> <tr><td>1632</td><td>1631, 1633, 1634, 1635</td><td></td><td></td></tr> <tr><td>1633</td><td>1632, 1634</td><td></td><td></td></tr> <tr><td>1634</td><td>1632, 1633, 1635</td><td></td><td></td></tr> <tr><td>1635</td><td>1631, 1632, 1634, 1636</td><td></td><td></td></tr> <tr><td>1636</td><td>1630, 1631, 1635, 1637</td><td></td><td></td></tr> <tr><td>1637</td><td>1629, 1630, 1636, 1638</td><td></td><td></td></tr> <tr><td>1638</td><td>1623, 1624, 1625, 1628, 1629, 1637</td><td></td><td></td></tr> <tr><td>1639</td><td>1640, 1653</td><td></td><td></td></tr> <tr><td>1640</td><td>1639, 1641, 1653</td><td></td><td></td></tr> <tr><td>1641</td><td>1640, 1642, 1643</td><td></td><td></td></tr> <tr><td>1642</td><td>1641, 1643</td><td></td><td></td></tr> <tr><td>1643</td><td>1641, 1642, 1644, 1653</td><td></td><td></td></tr> <tr><td>1644</td><td>1643, 1645, 1652, 1653</td><td></td><td></td></tr> <tr><td>1645</td><td>1644, 1646, 1651, 1652</td><td></td><td></td></tr> </tbody> </table> <p><b>DESCRIPTION OF RESTRICTION</b></p> <ol style="list-style-type: none"> <li>1. THE OWNER OF A BURDENED LOT MUST NOT DEVELOP THE BURDENED LOT OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA SECTION C DEVELOPMENT PLAN, STAGE 16. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS TEN YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS LODGED AT LAND REGISTRY IN DEALING NUMBER AA1477</li> <li>2. THE OWNER OF A BURDENED LOT MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS FIRST APPROVED BY THE RESPONSIBLE AUTHORITY ON SUCH TERMS AND CONDITIONS AS THE RESPONSIBLE AUTHORITY THINKS FIT.</li> <li>3. THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT ANY BUILDING OR BUILDINGS ON THE BURDENED LOT UNLESS THE PLANS FOR SUCH BUILDING OR BUILDINGS HAVE FIRST BEEN APPROVED BY VICURBAN (SUCH APPROVAL TO BE NOTED BY AN ENDORSEMENT BY VICURBAN ON THE PLANS) AND A BUILDING PERMIT HAS BEEN ISSUED. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS ONE YEAR AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT.</li> </ol>						BURDENED LOT NO.	BENEFITTED LOT NO.	BURDENED LOT NO.	BENEFITTED LOT NO.	1601	1602	1646	1645, 1647, 1650, 1651	1602	1601, 1603	1647	1646, 1648, 1649, 1650	1603	1602, 1604, 1606	1648	1647, 1649	1604	1603, 1605, 1606	1649	1647, 1648, 1650	1605	1604, 1606	1650	1646, 1647, 1649, 1651	1606	1603, 1604, 1605	1651	1645, 1646, 1650, 1652	1612	1613, 1614	1652	1644, 1645, 1651, 1653	1613	1612, 1614	1653	1639, 1640, 1643, 1644, 1652	1614	1612, 1613, 1615	1654	1655	1615	1614	1655	1654, 1656	1623	1624, 1638	1656	1655, 1657	1624	1623, 1625, 1638	1657	1656, 1658	1625	1624, 1626, 1628, 1638	1658	1657, 1659	1626	1625, 1627, 1628	1659	1658	1627	1626, 1628	1660	1661	1628	1625, 1626, 1627, 1629, 1638	1661	1660, 1662	1629	1628, 1630, 1637, 1638	1662	1661, 1663	1630	1629, 1631, 1636, 1637	1663	1662	1631	1630, 1632, 1635, 1636			1632	1631, 1633, 1634, 1635			1633	1632, 1634			1634	1632, 1633, 1635			1635	1631, 1632, 1634, 1636			1636	1630, 1631, 1635, 1637			1637	1629, 1630, 1636, 1638			1638	1623, 1624, 1625, 1628, 1629, 1637			1639	1640, 1653			1640	1639, 1641, 1653			1641	1640, 1642, 1643			1642	1641, 1643			1643	1641, 1642, 1644, 1653			1644	1643, 1645, 1652, 1653			1645	1644, 1646, 1651, 1652		
BURDENED LOT NO.	BENEFITTED LOT NO.	BURDENED LOT NO.	BENEFITTED LOT NO.																																																																																																																																										
1601	1602	1646	1645, 1647, 1650, 1651																																																																																																																																										
1602	1601, 1603	1647	1646, 1648, 1649, 1650																																																																																																																																										
1603	1602, 1604, 1606	1648	1647, 1649																																																																																																																																										
1604	1603, 1605, 1606	1649	1647, 1648, 1650																																																																																																																																										
1605	1604, 1606	1650	1646, 1647, 1649, 1651																																																																																																																																										
1606	1603, 1604, 1605	1651	1645, 1646, 1650, 1652																																																																																																																																										
1612	1613, 1614	1652	1644, 1645, 1651, 1653																																																																																																																																										
1613	1612, 1614	1653	1639, 1640, 1643, 1644, 1652																																																																																																																																										
1614	1612, 1613, 1615	1654	1655																																																																																																																																										
1615	1614	1655	1654, 1656																																																																																																																																										
1623	1624, 1638	1656	1655, 1657																																																																																																																																										
1624	1623, 1625, 1638	1657	1656, 1658																																																																																																																																										
1625	1624, 1626, 1628, 1638	1658	1657, 1659																																																																																																																																										
1626	1625, 1627, 1628	1659	1658																																																																																																																																										
1627	1626, 1628	1660	1661																																																																																																																																										
1628	1625, 1626, 1627, 1629, 1638	1661	1660, 1662																																																																																																																																										
1629	1628, 1630, 1637, 1638	1662	1661, 1663																																																																																																																																										
1630	1629, 1631, 1636, 1637	1663	1662																																																																																																																																										
1631	1630, 1632, 1635, 1636																																																																																																																																												
1632	1631, 1633, 1634, 1635																																																																																																																																												
1633	1632, 1634																																																																																																																																												
1634	1632, 1633, 1635																																																																																																																																												
1635	1631, 1632, 1634, 1636																																																																																																																																												
1636	1630, 1631, 1635, 1637																																																																																																																																												
1637	1629, 1630, 1636, 1638																																																																																																																																												
1638	1623, 1624, 1625, 1628, 1629, 1637																																																																																																																																												
1639	1640, 1653																																																																																																																																												
1640	1639, 1641, 1653																																																																																																																																												
1641	1640, 1642, 1643																																																																																																																																												
1642	1641, 1643																																																																																																																																												
1643	1641, 1642, 1644, 1653																																																																																																																																												
1644	1643, 1645, 1652, 1653																																																																																																																																												
1645	1644, 1646, 1651, 1652																																																																																																																																												
<p><b>CPG</b>                  24 Albert Road                  PO Box 305                  South Melbourne Vic 3205                  T 61 3 9993 7888                  F 61 3 9993 7999                  cpg-global.com                  A subsidiary of Downer EDI Limited</p>			Sheet 6 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3																																																																																																																																										
ORIGINAL SCALE SHEET SIZE <b>A3</b>		LICENSED SURVEYOR <b>Bruce G Tallon</b> SIGNATURE - DIGITALLY SIGNED REF: 153403SV00 DATE / / VERSION 5																																																																																																																																											
1	2	3	4	5	6																																																																																																																																								

1	2	3	4	5	6		
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 626254C</b>			
A	<p><b>CREATION OF RESTRICTION N°2</b></p> <p>UPON REGISTRATION OF THIS PLAN OF SUBDIVISION THE FOLLOWING RESTRICTION IS CREATED</p> <p><u>LAND TO BE BURDENED:</u> LOTS 1601 - 1606, 1612 - 1615 and 1623 - 1663 (ALL INCLUSIVE) ON THIS PLAN OF SUBDIVISION  <u>LAND TO BENEFIT:</u> CERTIFICATE OF TITLE VOL.11198 FOL.586 (LOT U ON PS 626281Y)</p> <p><b>DESCRIPTION OF RESTRICTION</b></p> <p>THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A BURDENED LOT:</p> <p>1. SHALL NOT DEVELOP A BURDENED LOT, PERMIT A BURDENED LOT TO BE DEVELOPED OR PERMIT A BURDENED LOT TO REMAIN DEVELOPED, OTHER THAN IN ACCORDANCE WITH THE <i>VICURBAN FIBRE TO THE HOME BUILDING GUIDELINES</i>.</p> <p>2. MUST NOT OCCUPY A DWELLING ON A BURDENED LOT AND MUST NOT OBTAIN OR PROCURE AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) FOR A DWELLING ON A BURDENED LOT, PRIOR TO VICURBAN ISSUING A <i>FIBRE TO THE HOME COMPLIANCE CERTIFICATE</i> IN RESPECT OF THE DWELLING ON THE BURDENED LOT.</p> <p>THIS RESTRICTION APPLIES FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS 10 YEARS AFTER THE ISSUING OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) IN RESPECT OF THE DWELLING ON THE BURDENED LOT.</p>				A		
B					B		
C					C		
D					D		
E					E		
F					F		
G					G		
H	 <p><b>CPG</b>                  24 Albert Road                  PO Box 305                  South Melbourne Vic 3205                  T 61 3 9993 7888                  F 61 3 9993 7999                  cpg-global.com                  A subsidiary of Downer EDI Limited</p>			<p>LICENSED SURVEYOR <u>Bruce G Tallon</u></p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 153403SV00</p> <p>DATE / /</p> <p>VERSION 5</p>		<p>Sheet 7</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	H
1	2	3	4	5	6		

**Plan of Subdivision PS626254C  
Certification & Statement of  
Compliance (Form 6)**



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S004518P  
Plan Number: PS626254C  
Council Name: Whittlesea City Council  
Council Reference Number 1: 606989  
Surveyor's Plan Version: 5

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes  
Organisation: Whittlesea City Council  
Date: 30/06/2010

INFORMATION ONLY





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 12/08/2025 10:46:00 AM

Status	Registered	Dealing Number	AV927908W
Date and Time Lodged	04/08/2022 03:26:04 PM		

### Lodger Details

Lodger Code	20486E
Name	GALILEE SOLICITORS PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Land Title Reference

11213/431

### Transferor(s)

Given Name(s)	WISSAM
Family Name	HAMAD
Given Name(s)	ZEINAB
Family Name	HAMAD

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 770000.00

### Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	UJJWAL
Family Name	KHERA
Address	



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Street Number 27  
Street Name CAMOUFLAGE  
Street Type DRIVE  
Locality EPPING  
State VIC  
Postcode 3076

Given Name(s) MAHAK  
Family Name KHERA  
Address

Street Number 27  
Street Name CAMOUFLAGE  
Street Type DRIVE  
Locality EPPING  
State VIC  
Postcode 3076

**Duty Transaction ID**  
5501036

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	UJJWAL KHERA MAHAK KHERA
Signer Name	JATIN DEWAN
Signer Organisation	WE KNOW CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	04 AUGUST 2022



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	WISSAM HAMAD ZEINAB HAMAD
Signer Name	HOA VO
Signer Organisation	ENGAGE CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	04 AUGUST 2022

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AG442039G</b>
Number of Pages (excluding this cover sheet)	<b>19</b>
Document Assembled	<b>12/08/2025 10:46</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AG442039G

06/04/2009 \$99.90 173



Application by  
Responsible Authority,  
Relevant Authority,  
Referral Authority or Council  
for the making of a recording of an  
Agreement  
Section 181(1) Planning and Environment Act 1987

Lodged by:  
Name: Deacons  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: 2652435  
Customer Code: 1724X

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Land in Plan of Consolidation 364273U  
(Certificate of Title Volume 10804 Folio 632)  
Lot 3 on Plan of Subdivision 511685P  
(Certificate of Title Volume 10787 Folio 791)

Authority or council: Whittlesea City Council, 25 Ferres  
Boulevard, South Morang in the State of  
Victoria

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

A copy of the agreement is attached to this application

Date: 12 March 2009

Signed: *David Turnbull*

Name: David Turnbull

Office held: Chief Executive Officer



**Deacons**

**AG442039G**

06/04/2009 \$99.90 173



Dated *2 February 2009*  
~~November 2008~~

## **Section 173 Agreement**

Parties

**Whittlesea City Council**

**Melbourne Water Corporation (ABN 81 945 386 953)**

**Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini**

**Victorian Urban Development Authority (ABN 65 154 897 724)**

### **Contact**

**Elisa de Wit**

Partner

RACV Tower, 485 Bourke Street, Melbourne VIC 3000

Telephone: +61 (0)3 8686 6266

Email: [elisa.dewit@deacons.com.au](mailto:elisa.dewit@deacons.com.au)

Website: [www.deacons.com.au](http://www.deacons.com.au)

Our ref: 2652435

**AG442039G**

06/04/2009 \$99.90 173



**Contents**

1.	Definitions.....	3
2.	Interpretation .....	5
3.	Ending of Agreement 1.....	5
4.	Specific Obligations of the Owner.....	6
5.	Further Obligations of the Owner.....	7
6.	Further Assurance .....	8
7.	Agreement under Section 173 of the Act .....	8
8.	Agreement Runs with the Land.....	8
9.	Owner's Warranties .....	9
10.	Planning Objectives.....	9
11.	Successors in Title.....	9
12.	Goods and service tax.....	9
13.	General Matters.....	9
14.	Commencement of Agreement.....	11
15.	Amendment.....	11

INFORMATION ONLY

THIS AGREEMENT is made the 2 day of Feb 2008 pursuant to Section 173 of the Planning and Environment Act 1987 (Vic)

## Parties

**Melbourne Water Corporation** ABN 81 945 386 953  
of 100 Wellington Parade, East Melbourne, in the State of Victoria

**Whittlesea City Council**  
of 25 Ferres Boulevard, South Morang, in the State of Victoria

**Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini**  
of 305 Harvest Home Road, Epping, in the State of Victoria

**Victorian Urban Development Authority** ABN 65 154 297 724  
of Level 12, 700 Collins Street, Melbourne, in the State of Victoria

AG442039G

06/04/2009 \$99.90 173



## Recitals

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. At the date of this Agreement, Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini are the owners of the Consolidated Land and Victorian Urban Development Authority (formally Urban Regional Land Corporation) is the owner of Lot 3.
- C. On 12 April 2008, the Responsible Authority granted Permit 710760 for a two lot subdivision of the Land in accordance with Plan of Subdivision 608862E (Plan of Subdivision).
- D. The Plan of Subdivision realigns the existing internal boundaries of the Land and will create Lot 5 and Lot 6. Lot 5 will replace the Consolidated Land and Lot 6 will replace Lot 3.
- E. Upon registration of the Plan of Subdivision, Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini will become the owners of Lot 5 and Victorian Urban Development Authority will become the owner of Lot 6.
- F. Condition 2 of the Permit provides that:

*Prior to the issue of a Statement of Compliance the owner/s of Lot 5 and Lot 6 on PS068862E [sic] must enter into an agreement with Council pursuant to Section 173 of the Planning and Environment Act 1987. The agreement must provide for the following:*

- (ii) *the provision of reticulated sewer and storm water discharge point by the owner of Lot 6 on PS 608862E to the boundary of Lot 5 on PS 608862E no later than prior to the issue of a Statement of Compliance for any future residential subdivision stage on Lot 6 on PS 608862E abutting Lot 5 on PS 608862E*

(iii) *the owner of Lot 5 on PS608862E must connect any existing dwellings to the reticulated sewer and storm water discharge points on the lot within three months of the provision of the reticulated sewer and storm water discharge to the boundary of lot 5 on PS608862E in accordance with condition 1(ii) [sic] above.*

*The costs for the preparation and execution of the agreement shall be borne by the owners of each property.*

G. Prior to the issue of the Permit, on 20 February 2004, a section 173 Agreement was registered on the titles of the Consolidated Land and Lot 3 (dealing number, AC685436X) (**Agreement 1**). Agreement 1 was required by Planning Permit 707295 (issued by the Responsible Authority on 4 July 2002) and included conditions required by Melbourne Water to provide for the provision of drainage outfall and a reticulated sewer. Agreement 1 was entered into between the Responsible Authority, Melbourne Water, Victorian Urban Development Authority, Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini. This Agreement will replace Agreement 1.

H. The Consolidated Land is subject to registered Mortgage No. AC841749H in favour of Commonwealth Bank of Australia (**Mortgagee**). The Mortgagee has consented to Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini entering into this Agreement.

I. The parties enter into this Agreement pursuant to section 173 of the Act to:

- (1) Evidence their agreement to wholly end Agreement 1 in respect of the Land in accordance with section 177(2) of the Act;
- (2) Replace Agreement 1 with an agreement which refers to the Land as further subdivided by proposed plan of subdivision 608862E;
- (3) Achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in relation to the Land; and
- (4) Give effect to the requirements of the Permit.

J. This Agreement is to be registered on the titles of Certificate of Title Volume 10804 Folio 632 (Land in Plan of Consolidation 364273U) and Certificate of Title Volume 10787 Folio 791 (Lot 3 on Plan of Subdivision 511685P).

**IT IS AGREED**

**1. Definitions**

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

- (1) the "**Act**" means the Planning and Environment Act 1987;
- (2) "**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

**AG442039G**

06/04/2009 \$99.90 173



- (3) **"Agreement 1"** means the section 173 Agreement registered on the certificates of title of the Consolidated Land and Lot 3 (dealing number AC685436X);
- (4) **"Consolidated Land"** means the land in plan of consolidation 364273U (being Lot 1 on Plan of Subdivision 502243A and Lot 4 on Plan of Subdivision 511685P) certificate of title volume 10804 folio 632 which is more commonly described as 305 Harvest Home Road, Epping, Victoria and any reference to the Consolidated Land includes any lot created by a subdivision of the Consolidated Land or any part thereof;
- (5) **"Ceccomancini"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Consolidated Land and/or Lot 5 or any part of it;
- (6) **"GST Act"** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended);
- (7) **"Lot 3"** means lot 3 in plan of subdivision 511685P, certificate of title volume 10787 folio 791 which is commonly described as 307 Harvest Home Road, Epping or any part thereof;
- (8) **"Lot 5"** means lot 5 in proposed plan of subdivision PS 608862E or any part thereof;
- (9) **"Lot 6"** means lot 6 in proposed plan of subdivision PS 608862E or any part thereof;
- (10) **"Land"** means approximately 32.43 hectares of land at 305-307 Harvest Home Road, Epping comprising of Lot 3 and the Consolidated Land;
- (11) **"Melbourne Water"** means Melbourne Water Corporation or its successor and includes its agents, officers, employees, servants, workers and contractors;
- (12) **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it;
- (13) **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (14) **"Permit"** means the planning permit described in Recital C including the plans endorsed under it and any subsequent amendments;
- (15) **"Planning Scheme"** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (16) **"Plan of Subdivision"** means proposed plan of subdivision 608862E attached to this agreement at annexure 1;
- (17) **"Responsible Authority"** means Whittlesea City Council of 25 Ferres Boulevard, South Morang, or its successor in title and includes its agents, officers, employees, servants, workers and contractors;
- (18) **"Tribunal"** means the Victorian Civil and Administrative Tribunal; and



- (19) **"VicUrban"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Lot 3 and/or Lot 6 or any part of it.

## 2. Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.
- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## 3. Ending of Agreement 1

- 3.1 The parties agree, pursuant to section 177(2) of the Act, to wholly end Agreement 1 in respect of the Land.
- 3.2 The Responsible Authority must tell the Registrar of Titles, pursuant to section 183 of the Act of the ending of Agreement 1.
- 3.3 Ceccomancini and VicUrban must do all things necessary to enable the Responsible Authority to remove Agreement 1 from the titles of the Land including signing any further agreement, acknowledgement or document or procuring the consent of any Mortgagee or caveator to enable the recording to be made in the Register under section 183 of the Act.



#### **4. Specific Obligations of the Owner**

##### **4.1 Development Notice**

- (1) Ceccomancini must notify Melbourne Water in writing not more than 7 days after the date on which Ceccomancini applies to the Responsible Authority to subdivide or develop Lot 5.
- (2) VicUrban must notify Melbourne Water in writing not more than 7 days after the date on which VicUrban applies to the Responsible Authority to subdivide or develop Lot 6.
- (3) Clause 4.1(1) and Clause 4.1(2) do not apply if the application for the relevant subdivision or development is otherwise referred to Melbourne Water by the Responsible Authority.

##### **4.2 Lot 5 Reticulated Sewer Connection**

- (1) Prior to the issue of a statement of compliance for any further residential subdivision of that part of Lot 6 which abuts Lot 5, VicUrban must provide reticulated sewer discharge points at the boundary of Lot 5.
- (2) Within three months of the provision of reticulated sewer discharge points in accordance with condition 4.2(1) of this Agreement, Ceccomancini must connect any existing dwellings on Lot 5 to the reticulated sewer.
- (3) The reticulated sewer connection referred to in 4.2(1) and 4.2(2) must be constructed to the satisfaction of the Responsible Authority.

##### **4.3 Drainage Outfall Works / Storm Water discharge points**

- (1) Prior to the issue of a statement of compliance for any further residential subdivision of that part of Lot 6 that abuts Lot 5, VicUrban must provide storm water discharge points at the boundary of Lot 5.
- (2) Within three months of the provision of the storm water discharge points in accordance with condition 4.3(1) of this Agreement, Ceccomancini must connect any existing dwellings on Lot 5 to the storm water discharge points.
- (3) An application must be made and approved by Melbourne Water before connecting existing and future dwellings on Lot 5 to the storm water discharge points.
- (4) VicUrban must provide, at its cost, a drainage outfall for Lot 5 to the satisfaction of Melbourne Water and the Responsible Authority.
- (5) Prior to the storm water discharge and drainage outfall points referred to in condition 4.3(1), 4.3(3) and 4.3(4) being constructed, if any development commences on the land which forms part of Lot 5 before development commences on the land which forms part of Lot 6, Ceccomancini must provide, at its cost, either temporary or permanent drainage outfall works / storm water discharge points.
- (6) If Ceccomancini is required to provide either temporary or permanent drainage outfall works and/or temporary or permanent storm water discharge points under clause 4.3(5), VicUrban must:



- (a) Within 14 days of receiving written notice from Ceccomancini, allow Ceccomancini and its agents to enter Lot 6 for the purpose of complying with clause 4.3(5). That right to enter will end at the completion of the maintenance (defects liability) period for the temporary or permanent works; and
  - (b) Allow Lot 6 to be used for the purpose of providing temporary or permanent drainage outfall works / storm water discharge points in accordance with clause 4.3(5).
- (7) If Ceccomancini elects to provide permanent drainage outfall works and/or storm water discharge points under clause 4.3(5), VicUrban is not obliged to comply with its obligations under clause 4.3(1) and 4.3(4).
  - (8) VicUrban undertake to make good to the satisfaction of Melbourne Water and the Responsible Authority all faults, defects and failures which develop, appear or occur in or on the drainage outfall works and/or storm water discharge points constructed by it under clause 4.3(1) within the period of 3 months following practical completion of those works or such other time period as specified by Melbourne Water in a further agreement entered into with Melbourne Water.
  - (9) Ceccomancini undertake to make good to the satisfaction of Melbourne Water and the Responsible Authority all faults, defects and failures which develop, appear or occur in or on the drainage outfall works and/or storm water discharge points constructed by it under clause 4.3(5) within the period of 3 months following practical completion of those works or such other time period as specified by Melbourne Water in a further agreement entered into with Melbourne Water.
  - (10) The works referred to in clause 4.3 of this Agreement must be constructed to the satisfaction of Melbourne Water and the Responsible Authority.

## **5. Further Obligations of the Owner**

The Owner further agrees that:

### **5.1 Notice and Registration**

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

### **5.2 Mortgagee to be Bound**

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land.

### **5.3 Registration of Agreement**

The Owner will do all things necessary to enable Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

### **5.4 Melbourne Water's and Responsible Authority's Costs to be Paid**



VicUrban must pay immediately on demand the reasonable costs of Melbourne Water and/or Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on Lot 5 and Lot 6 until paid.

#### **5.5 Owners' Default**

If Ceccomancini or VicUrban fails to comply with the provisions of this Agreement, the Responsible Authority or Melbourne Water may serve a notice on the Owner(s) who has failed to comply with the works, matters and things in respect of which the Owner is in default. If the alleged default continues for 30 days after the service of such notice, the Responsible Authority or Melbourne Water may by its officers, employees, agents and contractors enter the Land or any part of it and ensure that the works, matters and things are carried out. The costs incurred by the Responsible Authority or Melbourne Water in undertaking the works as a result of the Owner's default will be payable by the defaulting Owner.

#### **5.6 Indemnity**

Ceccomancini agrees to indemnify and keep indemnified the Responsible Authority and Melbourne Water from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from any non-compliance by Ceccomancini with this Agreement.

VicUrban agrees to indemnify and keep indemnified the Responsible Authority and Melbourne Water from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from any non-compliance by VicUrban with this Agreement.

#### **5.7 Melbourne Water Access**

The Owner agrees to allow Melbourne Water to enter the Land at any reasonable time to assess compliance with this Agreement and any agreement made pursuant to the *Water Act 1989 (Vic)* following two (2) days written notice to the Owner.

#### **6. Further Assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

#### **7. Agreement under Section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

#### **8. Agreement Runs with the Land**

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with Land and bind the Owner.



**9. Owner's Warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other persons who have consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land, that would affect the enforceability of this Agreement.

**10. Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

**11. Successors in Title**

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

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

**12. Goods and service tax**

**12.1 Definitions and Expressions**

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

**12.2 Liability to pay any GST**

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

**12.3 Costs**

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

**12.4 Tax Invoice**

A party's right to payment of GST is subject to a Tax Invoice being delivered to the recipient of the taxable supply.

**13. General Matters**

**13.1 Service of Notice**

**AG442039G**

06/04/2009 \$99.90 173



A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### 13.2 Time of Service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### 13.3 No Waiver

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

### 13.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### 13.5 Severability

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

### 13.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an



Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of Responsible Authority and/or Melbourne Water or any of their officers and a dispute arises in relation to such provision, the dispute must be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties must be entitled to legal representation for the purposes of any arbitration or referral referred to in this clause and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

### **13.7 No Fettering of Responsible Authority**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

### **14. Commencement of Agreement**

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

### **15. Ending of Agreement**

- 15.1 This Agreement ends when Ceccomancini and VicUrban have complied with all of the obligations imposed on them under this Agreement, as evidenced by a letter of release to that effect from Melbourne Water and the Responsible Authority.
- 15.2 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of Ceccomancini and VicUrban, make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

### **16. Progressive release from Agreement**

- 16.1 If Lot 6 is further subdivided and new certificates of title are issued in respect of the land in Lot 6, VicUrban may, from time to time, request in writing that Melbourne Water consent to the cancellation of the recording of this Agreement on the Register of the particular certificate(s) of title consisting of land in Lot 6.
- 16.2 On receiving a request under clause 16.1 Melbourne Water may provide VicUrban and the Responsible Authority with a letter of release in relation to the particular certificate(s) of title and agreeing to the cancellation requested under clause 16.1.
- 16.3 On receipt of a letter of release by Melbourne Water under clause 16.2 the Responsible Authority may, at the request and at the cost of Vicurban, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register in relation to the particular certificate(s) of title set out in the letter of release.



16.4 Despite anything else in this clause, until the works required to be carried out by VicUrban under clauses 4.2(1), 4.3(1) and 4.3(4) reach practical completion and clause 4.3(8) has been satisfied Melbourne Water will not issue a letter consenting to the cancellation of the recording of this Agreement in relation to:

- (1) any certificate of title consisting of any land touching the boundary between Lot 6 and Lot 5; or
- (2) any certificate of title consisting of any of the balance land in Lot 6

provided that this clause 16.4 will not apply to the works required under Clause 4.3(1) and 4.3(4) if permanent drainage outfall works/ storm water discharge are carried out by Ceccomancini under clause 4.3(5)

17. Amendment

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

EXECUTED by the parties as a deed



THE OFFICIAL SEAL of MELBOURNE )  
 WATER CORPORATION ABN 81 945 )  
 386 953 was hereunto affixed in the )  
 presence of: )

*[Handwritten signature of Rob Skinner]*

\_\_\_\_\_  
Signature of Director

**Rob Skinner**

\_\_\_\_\_  
Name of Director (BLOCK LETTERS)

*[Handwritten signature of Jane Denton]*

\_\_\_\_\_  
Signature of Director/Secretary

**JANE DENTON**

\_\_\_\_\_  
Name of Director/Secretary (BLOCK LETTERS)

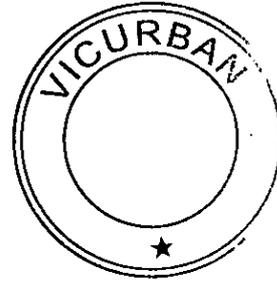
3.03.09

**AG442039G**





The common seal of VICTORIAN URBAN DEVELOPMENT AUTHORITY (FORMERLY KNOWN AS URBAN AND REGIONAL LAND CORPORATION) was hereunto affixed in accordance with the provisions of the Victorian Urban Development Act 2003:



*[Handwritten signature]*

Signature of Witness

*[Handwritten signature]*

Signature of Witness

ROB VINCE - <sup>GM URBAN +</sup> PROVINCIAL COMMUNITIES

Name of Witness and Position (BLOCK LETTERS)

*[Handwritten signature]*

Name of Witness and Position (BLOCK LETTERS) CHIEF OPERATING OFFICER

AG442039G

06/04/2009 \$99.90 173



INFORMATION ONLY

Mortgagee's Consent

COMMONWEALTH BANK OF AUSTRALIA as Mortgagee of registered Mortgage No. AC841749H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed by

on behalf of COMMONWEALTH BANK OF AUSTRALIA in the presence of:

SIGNED, SEALED and DELIVERED in Victoria for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney *Cheresa Keydon* under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that he/she is *Conveyancing Officer* Victoria of COMMONWEALTH BANK OF AUSTRALIA in the presence of

*[Handwritten signatures]*

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

**AG442039G**

06/04/2009 \$99.90 173



INFORMATION ONLY

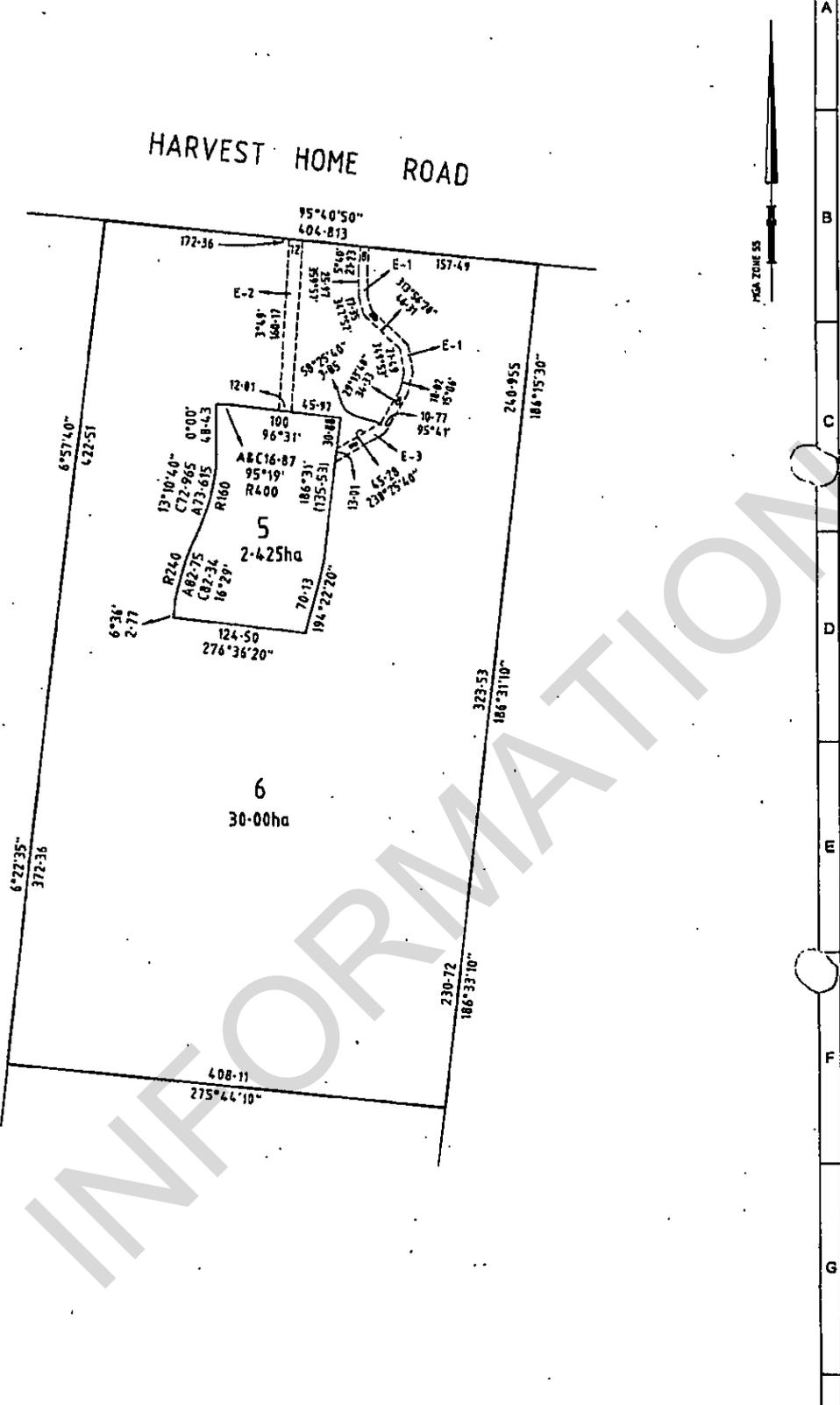
# ANNEXURE 1.

## AG442039G

06/04/2009 \$99.90 173



3	4	5	6
<b>PLAN OF SUBDIVISION</b>		Stage No /	Plan Number <del>RESUBDIVISION</del>



INFORMATION ONLY

Sheet 2 of 2 Sheets

ORIGINAL SCALE SHEET SIZE 1:4,000 A3	LICENSED SURVEYOR <u>Gabrielle M. McCarthy</u>	DATE / /	COUNCIL DELEGATE SIGNATURE
	SIGNATURE .....	VERSION 1	
	REF: 3604SV02		Original sheet size A3
	<small>FILE NAME : 3604SV02.dwg FILE LOCATION : F:\02004-8-Subdivisions\3604SV02.dwg LAYOUT NAME : Sheet 2 of 4.dwg SAVE DATE : Wed, 13 Jun 2007 12:36 LAST SAVED BY :</small>		

# CLAYTON UTZ

Sydney Melbourne Brisbane Perth Canberra Darwin

Clayton Utz  
Lawyers  
Level 18  
333 Collins Street  
Melbourne VIC 3000  
Australia

2 March 2009

*KEEP*

DX 38451  
333 Collins VIC

The Registrar of Titles  
Land Registry  
570 Bourke Street  
Melbourne Vic 3000

T +61 3 9286 6000  
F +61 3 9629 8488  
www.claytonutz.com

Our reference: 14826/80055892

Dear Sir

### Plan of Subdivision PS 608862E ("Plan")

As lodging party of the above Plan of Subdivision, we confirm we are agreeable to Deacons lodging a Section 181 Application relating to a Section 173 Agreement between Melbourne Water Corporation, Whittlesea City Council, Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini and Victorian Urban Development Authority, prior to our Plan.

Yours faithfully  
CLAYTON UTZ  
An Australian Legal Practitioner under Legal Profession Act 2004



**Sharene Hambur, Special Counsel**  
+61 3 9286 6921.  
shambur@claytonutz.com

## AG442039G

06/04/2009 \$99.90 173



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 12 August 2025 10:30 AM

## PROPERTY DETAILS

Address: **27 CAMOUFLAGE DRIVE EPPING 3076**  
 Lot and Plan Number: **Lot 1601 PS626254**  
 Standard Parcel Identifier (SPI): **1601\PS626254**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **749226**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 181 G5**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

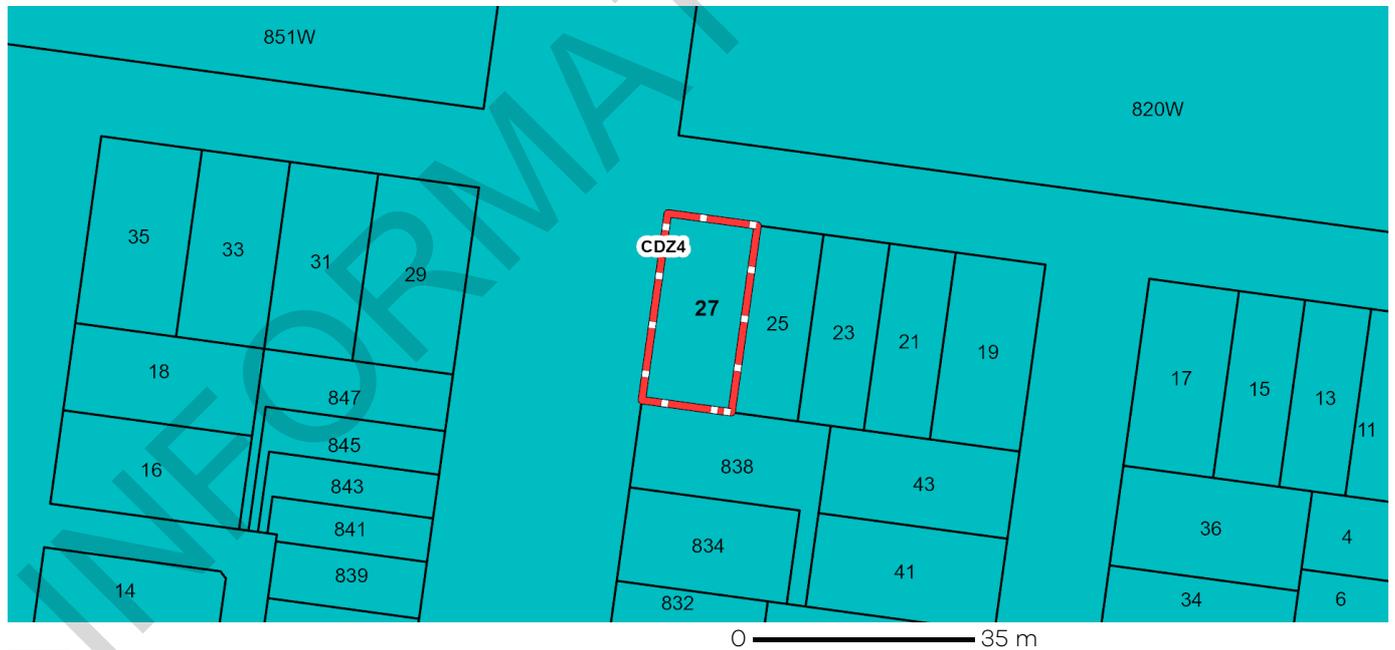
Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 4 \(CDZ4\)](#)



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

## Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 \(DPO23\)](#)



**DPO - Development Plan Overlay**

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



**VPO - Vegetation Protection Overlay**

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 8 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Areas

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

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://nvim.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 \(environment.vic.gov.au\)](#)

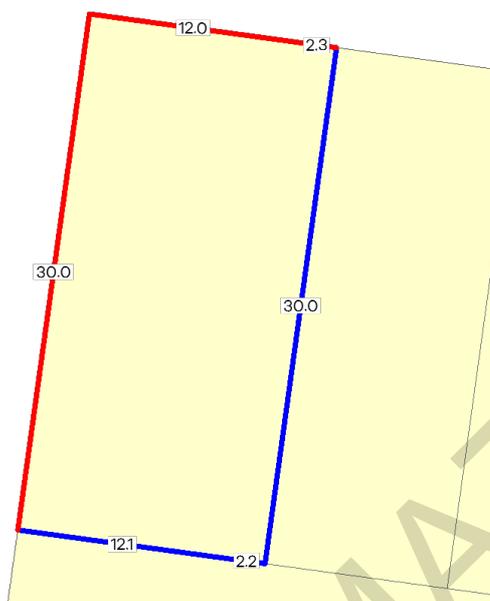
## PROPERTY DETAILS

Address: **27 CAMOUFLAGE DRIVE EPPING 3076**  
Lot and Plan Number: **Lot 1601 PS626254**  
Standard Parcel Identifier (SPI): **1601\PS626254**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **749226**  
Directory Reference: **Melway 181 G5**

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

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 427 sq. m

**Perimeter:** 88 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## 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: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property