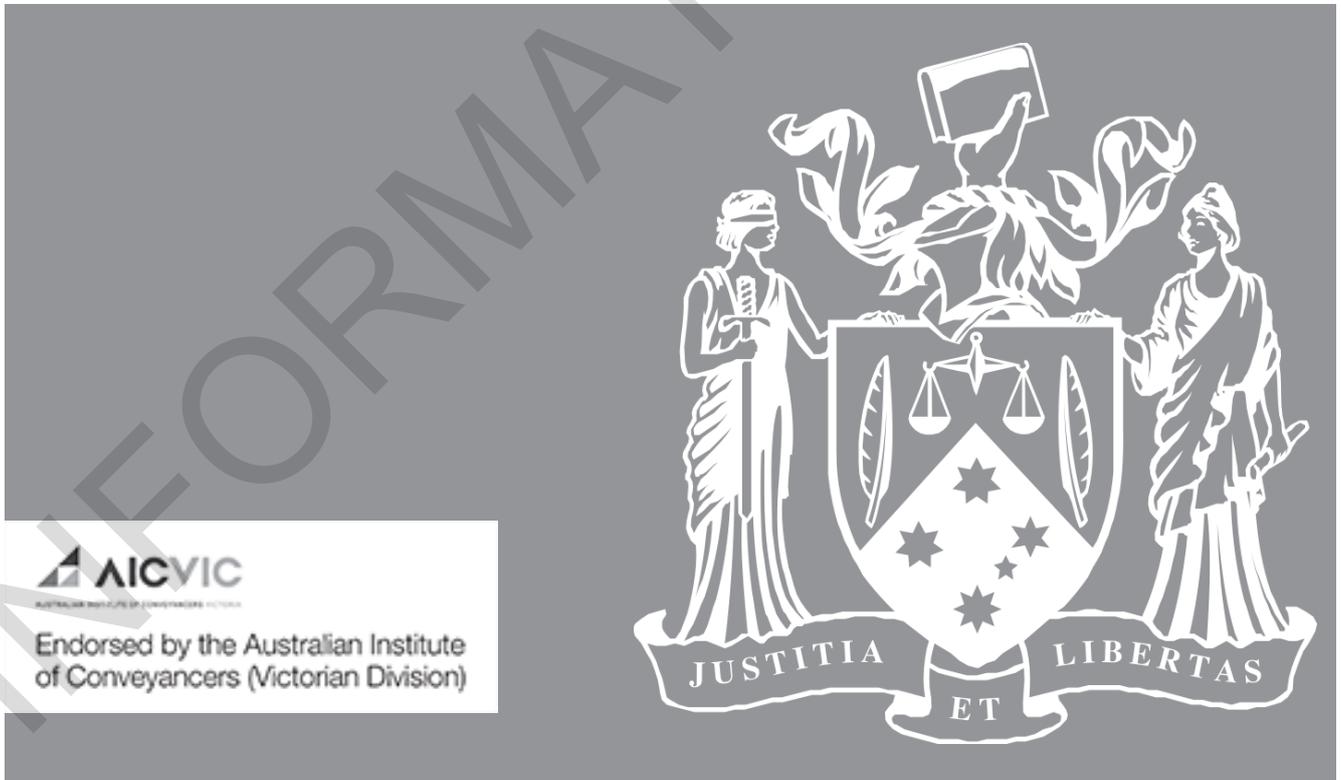




Contract of sale of land

Property: 9 Genesis Drive, Epping VIC 3076

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Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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) of the *Sale of Land Act 1962*)

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

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

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

Approval

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

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Disclaimer

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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Ben Francis Rimington

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: **HARCOURTS RATA & CO.**
 Address: 1, 337 Settlement Road Thomastown VIC 3074
 Email: sold@rataandco.com.au
 Tel: 03 9465 7766 Mob: _____ Fax: _____ Ref: Alex Doucas

Vendor

Name: **BEN FRANCIS RIMINGTON**
 Address: _____

Vendor's legal practitioner or conveyancer

Name: **AXCENT CONVEYANCING SERVICES**
 Address: Ground Floor, 100 Douglas Parade, Williamstown VIC 3016
 Email: lucy@axcentconveyancing.com.au
 Tel: -- Mob: 0412 892 055 Fax: -- Ref: LP:114825

Purchaser

Name: _____
 Address: _____
 ABN/ACN: _____
 Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
 Address: _____
 Email: _____
 Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11523 Folio 435	312	PS702887

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **9 Genesis Drive, Epping VIC 3076**

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

All existing floor coverings, light fittings, window furnishings, dishwasher, ducted vacuum system, and all fixtures and fittings as inspected

Payment

Price \$ _____
 Deposit \$ _____ by / /2025 (of which \$ _____ has been paid)
 Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

~~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; and~~
- ~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

~~**Terms contract**~~ (general condition 30)

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

Loan (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: no more than Approval date:

Building report – NOT APPLICABLE AT AUCTION

General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

General condition 22 applies only if the box is checked

Special Conditions

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

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Acceptance of title

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

Special condition 2 – Adjustments

General condition 23.3 is deleted and replaced as follows:

The purchaser must provide, together with the Statement of Adjustments, copies of all certificates and other information used to calculate the adjustments under this general condition. In the event that the purchaser fails to provide copies of all relevant certificates and information no later than three business days prior to settlement, the purchaser will be deemed to be in default under this contract, and in that case, the default provisions as specified in this contract of sale will apply.

Special condition 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.

Special condition 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.

Special condition 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.

Special condition 6 – Deposit

In the absence of any other agreement between the parties to this Contract, the deposit payable hereunder shall be ten per centum (10%) of the purchase price..

Special condition 7 - Auction (if applicable)

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.

Special condition 8 – Company Guarantee

General condition 3 is deleted and replaced with the following:

In the event that a company purchases the property, take notice that any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and must deliver the Guarantee attached to this contract, signed by all of the directors of the company, to the vendor within 7 days of the day of sale.

Special condition 9 – FIRB Approval

The purchaser warrants to the vendor 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. In the event that the warranty contained in this Special Condition 9 is breached (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. This warranty and indemnity do not merge on completion of this contract.

Special condition 10 - Purchasers Inspection

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Property and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Property and Goods and the purposes for which the Property may be lawfully used and any restrictions or prohibitions on its development.
- (c) The Property is sold and accepted by the purchaser subject to all faults and defects (whether latent or patent) and in its present state of repair, condition, dilapidation and infestation;
- (d) The Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations, or improvements to the Property;
- (e) Any improvements on the Property may be subject to or require compliance with any building laws. Any failure to comply with any building laws and/or any other law/s or restrictions, will not and will not be deemed to constitute a defect in the vendors title;
- (f) The Purchaser has made all necessary enquiries with the relevant Authorities, regarding all aspects of the property, that a prudent and careful person would undertake before entering into this contract, including all relevant departments of the local Council;
- (g) The Purchaser enters into this contract on the basis of his own inspection, due diligence and the enquiries he has carried out, and has relied on his own judgment, including without limitation, whether the Property is suitable for the Purchaser's proposed use of the Property;
- (h) The Purchaser acknowledges that in signing this Contract of Sale, he has not relied on, and does not rely on, any representation, information memorandum, brochure, advertisement or warranty of any nature made by or on behalf of the Vendor, the Vendor's legal representative or the Vendor's Agent other than those expressly set out in this contract.

 Special condition 11 – Purchasers loan

In addition to the Purchaser's obligation under General Condition 20.2, the Purchaser also provide written evidence to the Vendor that their loan application was declined and evidences the requirements of General Condition 20.2(a) & (b), as well as confirming that the loan amount reflects the amount stipulated in the Particulars of Sale. Where no loan amount has been listed in the Particulars of Sale, the loan amount deemed required will be equal to the balance owing to the Vendor after the payment of full deposit monies. For the avoidance of doubt, the written evidence must be provided from an authorised deposit-taking institution and not from a broker or other such aggregator.

 Special condition 12 - Late settlement

In the event that the Purchaser fails to settle on the due date as stipulated in the Contract of Sale, and/or scheduled time, and settlement is rescheduled for an alternative date and/or time, the Purchaser will be deemed to be in default under this Contract and shall pay the Vendor's legal representative an amount of \$100.00 plus GST for each and every rescheduled settlement date and/or time, such amount to be paid at settlement. This amount is payable in addition to any entitlement of costs resulting from the issue of a Notice of Rescission.

 Special condition 13- Whole agreement

The provisions contained in this Contract comprise the whole of the agreement between the parties and it is expressly agreed that no further provisions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract. whether in respect of the property or otherwise.

 Special condition 14 – Paper settlement in lieu of electronic settlement

In the event that the purchaser is unable to comply with General condition 14 of this Contract of Sale, and requires settlement to be effected via "paper", or reverts back to a paper settlement after creation of a PEXA workspace, the purchaser must pay the reasonable costs of the vendors conveyancer for the additional work undertaken, being \$350.00 plus GST and a settlement fee of \$120.00 plus GST, for physically attending to settlement in the CBD or any other venue at the purchasers option.

 Special condition 15 - Merger

Any provision of this Contract of Sale which is capable of taking effect after completion of the Contract shall not merge on completion, but shall continue to remain in full force and effect.

Special condition 16 – Land Tax

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special condition 17 – General conditions

General conditions 31.4, 31.5 and 31.6 are deleted

INFORMATION ONLY

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General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

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- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

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28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

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Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SCHEDULE 1

(Regulations 5, 6 and 7)

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if:-

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:-

- any person bidding for a vendor other than:-
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or

- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land. Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today"

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and 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 on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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.....)

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: the Purchaser/s
From: Ben Francis Rimington, 43 MacKenzie Drive, Wollert Vic 3750

Property Address: 9 Genesis Drive, Epping VIC 3076
Lot: 312 Plan of subdivision: PS702887M

The Property is not a new residential property and therefore, the Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 22/5/2025

Signed by:

.....EA79EAD3CFE1405.....
BEN FRANCIS RIMINGTON

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	9 GENESIS DRIVE, EPPING VIC 3076
-------------	---

Vendor's name	BEN FRANCIS RIMINGTON	Date	/ /
Vendor's signature	 Signed by: EA75EAD3CEE1405...	22/5/2025	

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

1. FINANCIAL MATTERS

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

As contained in the attached certificates

1.2 Terms Contract

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

Not Applicable

1.3 Sale Subject to Mortgage

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

Not Applicable

1.4 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. Not applicable
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As contained in the attached searches and certificates, if any

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

As contained in the attached certificates and information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendors knowledge

4.2 Agricultural Chemicals

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

None to the vendors knowledge

4.3 Compulsory Acquisition

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

None to the vendors knowldge

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

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

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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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.

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

Page 1 of 1

VOLUME 11523 FOLIO 435

Security no : 124124314945N
Produced 09/05/2025 11:40 AM

LAND DESCRIPTION

Lot 312 on Plan of Subdivision 702887M.
PARENT TITLE Volume 11523 Folio 338
Created by instrument PS702887M 01/10/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BEN FRANCIS RIMINGTON of 20 RYRIE GROVE WOLLERT VIC 3750
AL456589W 30/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY741025U 20/12/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS702887M 01/10/2014

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
AG465749T 22/04/2009

DIAGRAM LOCATION

SEE PS702887M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 9 GENESIS DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 20/12/2024

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	Plan
Document Identification	PS702887M
Number of Pages (excluding this cover sheet)	7
Document Assembled	09/05/2025 11:40

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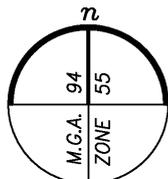
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PLAN OF SUBDIVISION		LV use only EDITION 2	Plan Number PS 702887M
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 3 (PART) Title Reference: VOL 11523 FOL 338 Last Plan Reference: LOT DD ON PS646674Q Postal Address: HARVEST HOME ROAD (at time of subdivision) EPPING 3076 MGA 94 Co-ordinates E 323 530 Zone: 55 (of approx. centre of land in plan) N 5834 290		Council Name: WHITTLESEA CITY COUNCIL Council Ref:	
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No. 712971	
ROAD R1 RESERVE No.1	WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD	Depth Limitation DOES NOT APPLY TANGENT POINTS ARE SHOWN THUS:  AREA OF LAND SUBDIVIDED (EXCLUDING LOT A) - 1-552ha LOTS 1 TO 300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
OTHER PURPOSE OF PLAN REMOVAL OF THAT PART OF CARRIAGEWAY EASEMENT E-1 ON PS646674Q NOW CONTAINED IN GENESIS DRIVE. GROUNDS FOR REMOVAL OF EASEMENT AGREEMENT BY ALL INTERESTED PARTIES. Survey This plan is/is not based on survey This survey has been connected to permanent marks no(s) 7, 22, 38, 123 In Proclaimed Survey Area No. -			
Easement Information			
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)			
Subject Land	Purpose	Width (metres)	Origin
E-3	SEWERAGE	SEE DIAG	PS646674Q
E-5	DRAINAGE	SEE DIAG	THIS PLAN
E-5	SEWERAGE	SEE DIAG	THIS PLAN
Land Benefited/In Favour Of			
YARRA VALLEY WATER CORPORATION			
WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION			
CHURCH SITE - 1		Sheet 1 of 5 sheets	
30 LOTS AND BALANCE LOT A		Original sheet size A3	
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 8260013 01/08/14 VERSION F DWG 826001AF	
		PLAN REGISTERED: TIME: 03:05 pm DATE: 01/10/2014 H.L. Assistant Registrar of Titles	

PLAN OF SUBDIVISION

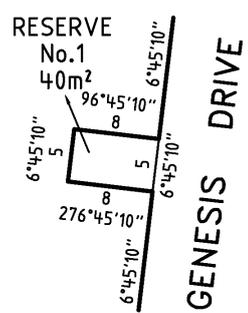
Plan Number

PS 702887M



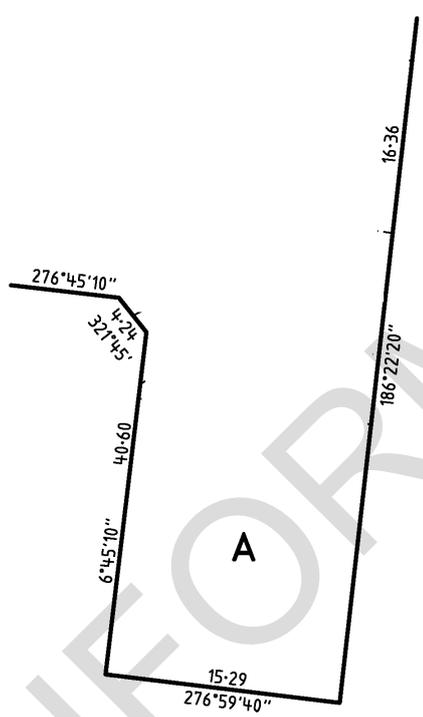
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FREEWAY

TESSELAAR
ROAD

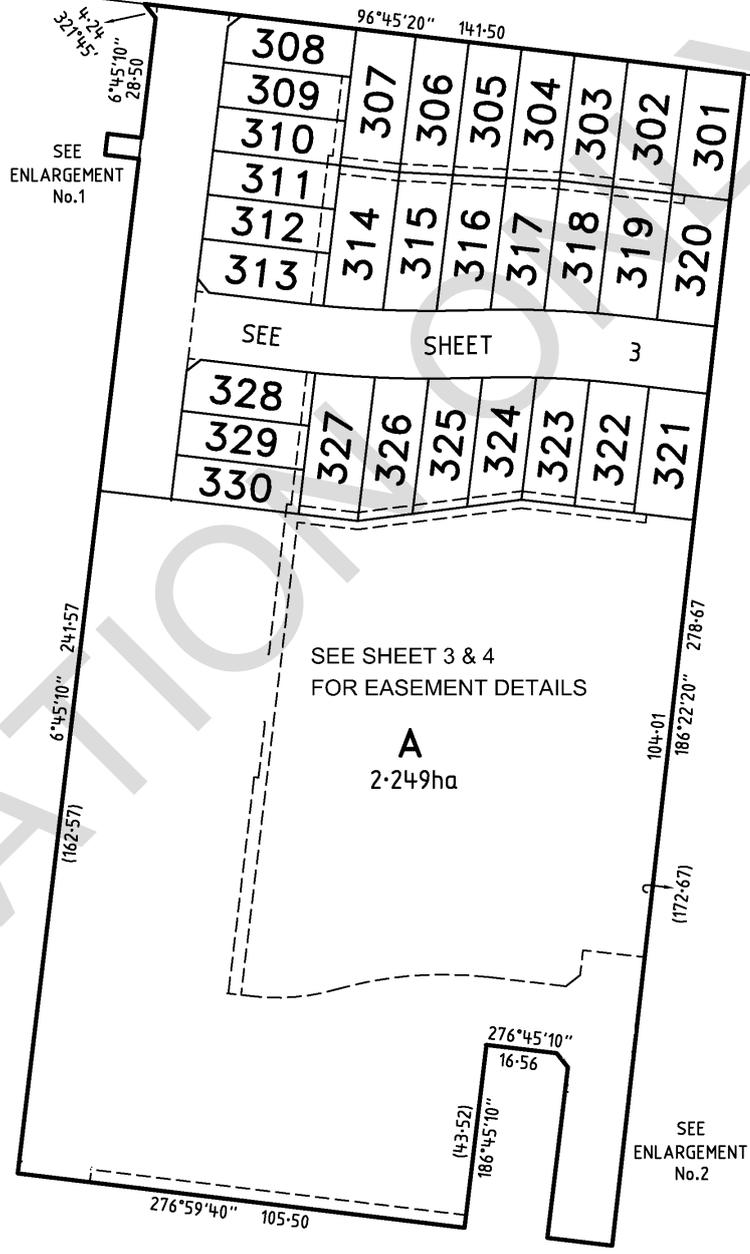


GENESIS DRIVE

ENLARGEMENT No.1
NOT TO SCALE



ENLARGEMENT No.2
NOT TO SCALE

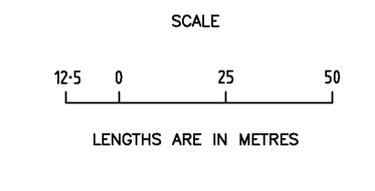


CHURCH SITE - 1

Bosco Jonson Pty Ltd
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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992



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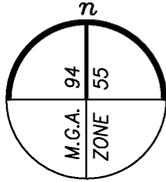
LICENSED SURVEYOR (PRINT) ANDREW J. REAY
SIGNATURE DIGITALLY SIGNED DATE / /
REF 8260013 01/08/14 VERSION F
DWG 826001AF

Sheet 2

PLAN OF SUBDIVISION

Plan Number

PS 702887M



SEE SHEET 2

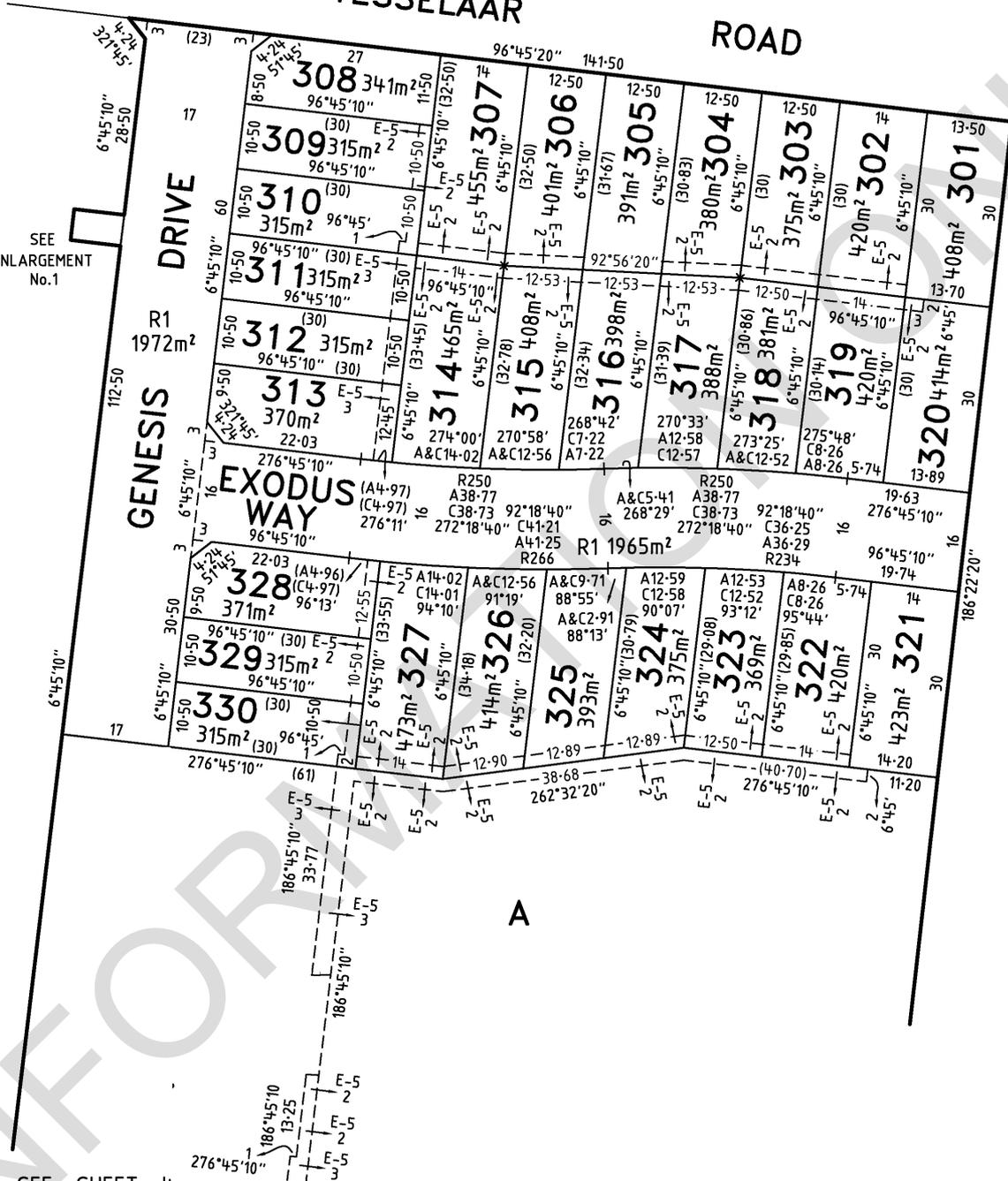
TESSELAAR ROAD

SEE ENLARGEMENT No.1

GENESIS DRIVE

EXODUS WAY

SEE SHEET 4



A

CHURCH SITE - 1

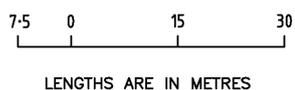
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL SCALE

SCALE SHEET SIZE

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LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DATE / /

REF 8260013 01/08/14 VERSION F

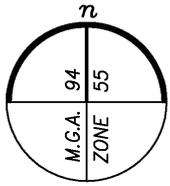
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Sheet 3

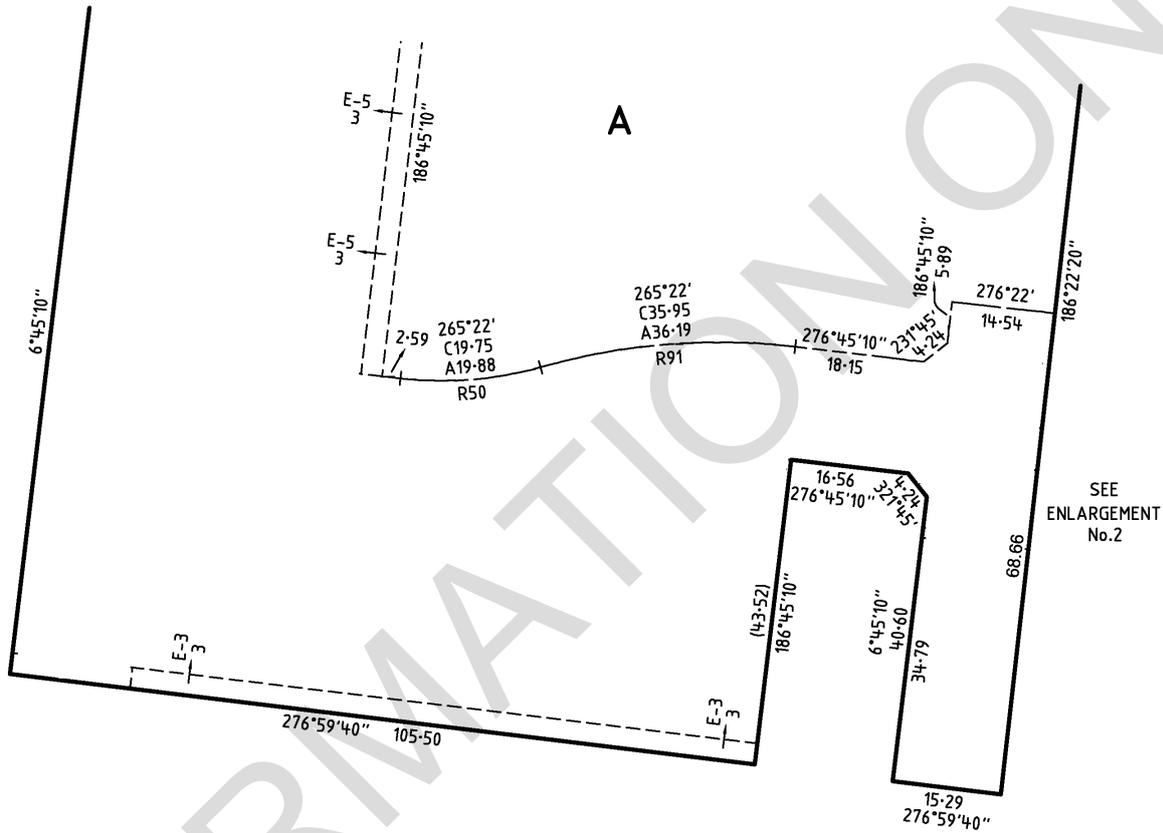
PLAN OF SUBDIVISION

Plan Number

PS 702887M



SEE SHEET 3



SEE ENLARGEMENT No.2

CHURCH SITE - 1

Bosco Jonson Pty Ltd

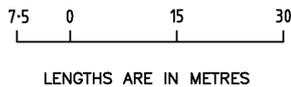
A.B.N 95 282 532 642
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SCALE SHEET SIZE
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SIGNATURE DATE / /

REF 8260013 01/08/14 VERSION F
 DWG 826001AF

Sheet 4

PLAN OF SUBDIVISION

Plan Number

PS 702887M

CREATION OF RESTRICTION 'A'

Upon Registration of this plan the following restriction is to be created.

Land to benefit: Lots 301 to 330 (all inclusive) on this plan.

Land to be burdened: Lots 301 to 330 (all inclusive) on this plan.

The Registered proprietor or proprietors for the time being of any burdened lot shall not:

1. construct any garage within 5m of the front boundary.
2. construct any garage that is not stepped back at least 800mm from the dwelling facade.
3. construct on a secondary road frontage a first floor that is setback less than 900mm from the ground floor of the dwelling.

This restriction shall expire 5 years after the date of registration of this plan.

CHURCH SITE - 1

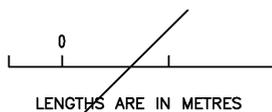
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE
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LICENSED SURVEYOR (PRINT) ANDREW J. REAY
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 8260013 01/08/14 VERSION F
 DWG 826001AF

Sheet 5



**City of
Whittlesea**

**Plan of Subdivision PS702887M
Certifying a New Version of an Existing Plan
(Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S035249P
Plan Number: PS702887M
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608283
Surveyor's Plan Version: F

Certification

- This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 14/08/2013
Date of previous recertifications under Section 11(7): 05/05/2014

Public Open Space

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

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 23/09/2014)

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 06/08/2014



Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	25
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Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5403317 **Customer Code:** 1167E

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

Land: Volume 10817 Folio 861

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria 3752

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

DAVID TURNBULL CEO

Office held:

CHIEF EXECUTIVE OFFICER

Date:

17/4/2009

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 367 Harvest Home Road Epping

Purpose: Development Levies

Whittlesea City Council

and

Open House Christian Fellowship Inc

AG465749T

22/04/2009 \$99.90 173



MOORES LEGAL
9 Prospect Street
BOX HILL VIC 3128

TEL: 9898 0000
FAX: 9898 0333
REF: AS/FI/07/2534

DATE 17/4/2009

AG465749T



BETWEEN

WHITTLESEA CITY COUNCIL
of Municipal Offices, Ferres Boulevard, South Morang

("Council")

AND

OPEN HOUSE CHRISTIAN FELLOWSHIP INC
of 70 Kingsway Drive, Lalor

("Owner")

RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Amendment.
- B. The Owner was formerly the registered proprietor of the Subject Land. Pursuant to the Land Exchange Agreement, the Owner is or is entitled to be the registered proprietor of the O'Herns Road Property.
- C. The Subject Land is part of the Epping North Growth Area and is to be developed for urban purposes generally in accordance with the Epping North Strategy Plan. The Amendment will among other things rezone the Subject Land to a Comprehensive Development Zone with an associated Schedule to facilitate the urban development of the Subject Land ("the Rezoning").
- D. Pursuant to the Land Exchange Agreement the Owner must pay all Infrastructure Contributions which may be required to be paid to obtain the Rezoning.
- E. Prior to the approval of the Amendment, the Owner must enter into agreement with Council to address the provision of infrastructure.
- F. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

Amendment means Amendment C41 (Part 2) to the Scheme.

Approval Date is the date on which a notice of approval of an amendment to the Planning Scheme is approved which has the effect of rezoning the Subject Land to Comprehensive Development Zone.

Approved Development Contributions Plan has the same meaning as in the Act.

CPI means the Consumer Price Index (All Groups - Melbourne) as published by the Australian Bureau of Statistics.

Development Contribution Tables means Tables 1 and 2 attached to this Agreement and marked with the letter "A" for identification.

Demand Unit means each hectare of Developable Land.

Developable Land means the Net Developable Area of the Subject Land as calculated and identified for each particular property in the Land Budget where each property number accords to the Land Holding Plan.

Development Levy means the contribution per net developable hectare identified in Table 1.

Harvest Home Road Proposed Plan of Subdivision means the proposed plan PS608873Y which is attached to this Agreement and marked with the letter "D" for identification.

Infrastructure Contribution means the total of the infrastructure requirements payable in respect of the Subject Land as identified in Table 2 of the Development Contribution Tables.

Infrastructure Project means any infrastructure project listed in Table 1 of the Development Contribution Tables in respect of which a levy is proposed to be imposed and it includes the purchase of land for open space purposes.

Land Budget means Table 3 which is attached to this Agreement and marked with the letter "B" for identification.

Land Exchange Agreement means the Land Exchange Agreement between the Owner and Victorian Urban Development Authority dated 29 January 2009.

Land Holding Plan means that land holding plan which is attached to this Agreement and marked with the letter "C" for identification.

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 O'Herns Road Property or any part of it.

O'Herns Road Property means Lot 2 on the O'Herns Road Proposed Plan of Subdivision and being part of the land contained in Certificate of Title Volume 10799 Folio 539

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O'Herns Road Proposed Plan of Subdivision means the proposed plan PS608487E which is attached to this Agreement and marked with the letter "E" for identification.

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 O'Herns Road Property or any part of it and includes a Mortgagee-in-possession.

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

Planning Scheme means the Whittlesea Scheme and any other planning scheme that applied to the Subject Land.

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

Rawlinsons means the latest published edition of Rawlinsons Australian Construction Handbook.

Specified Development and Specified Works means the construction of any building or the carrying out of any works relating to an Infrastructure Project.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means property number 13 in the Land Holding Plan being Lot 1 on the Harvest Home Road Proposed Plan of Subdivision and being part of the land contained in Certificate of Title Volume 10817 Folio 861 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1. The singular includes the plural and vice versa.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

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- 2.6. A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7. The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

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The Owner acknowledges and agrees that:

3.1. Development Contributions

the Owner must pay Council the Infrastructure Contribution:

- 3.1.1. where a subdivision of land is involved, in respect of the amount of Developable Land in the plan of subdivision based on the following formula -

Infrastructure Contribution =

Development Levy	X	Area of Developable Land in that plan of subdivision.
-------------------------	----------	--

- 3.1.2. where no subdivision of land is involved, in respect of the amount of Developable Land in the area being developed based on the following formula -

Infrastructure Contribution =

Development Levy	X	Area of Developable Land in the development ascertained by reference to all the land included in the planning permit for the proposed development or where no planning permit is required for the development, all the land intended to be used as part of the development for the purpose for which it is being constructed.
-------------------------	----------	--

3.2. Timing of payment of contributions

unless Council agreed otherwise and subject to clauses 3.2.3 and 3.2.4:

- 3.2.1. that part of the Infrastructure Contribution which is payable in respect of a plan of subdivision must be paid no earlier than 21 days

prior to the issue of a Statement of Compliance in respect of that plan of subdivision;

3.2.2. that part of the Infrastructure Contribution which is payable in respect of a development not involving a subdivision of land must be paid to Council not more than 21 days prior to the issue of a Building Permit under the *Building Act 1993* but in any event not later than the date upon which the Building Permit is issued; and

3.2.3. the amount of the Infrastructure Contribution shall be payable by instalments as follows:

- (a) \$50,000.00 being the first instalment payable on the date determined in accordance with clause 3.2.1 or 3.2.2;
- (b) \$50,000.00 being the second instalment payable on the date 12 months after the first instalment; and
- (c) \$122,321.60 payable annually commencing on the 3rd anniversary and ending on the 12th anniversary of the payment of the first instalment made in accordance with clause 3.2.3(a).

3.2.4. any instalment due and payable in accordance with clause 3.2.3 will be subject to adjustment in accordance with clause 3.4 or 3.5.

3.3. Payment by credits

3.3.1. where the amount of the Infrastructure Contribution due to be paid by the Owner to Council exceeds the amount that the Owner is due to be paid for the Owner's land contribution as set out in the Development Contribution Tables, the Owner must accept the payment for the land contribution in the form of a credit against the Owner's obligation to pay Infrastructure Contributions to Council;

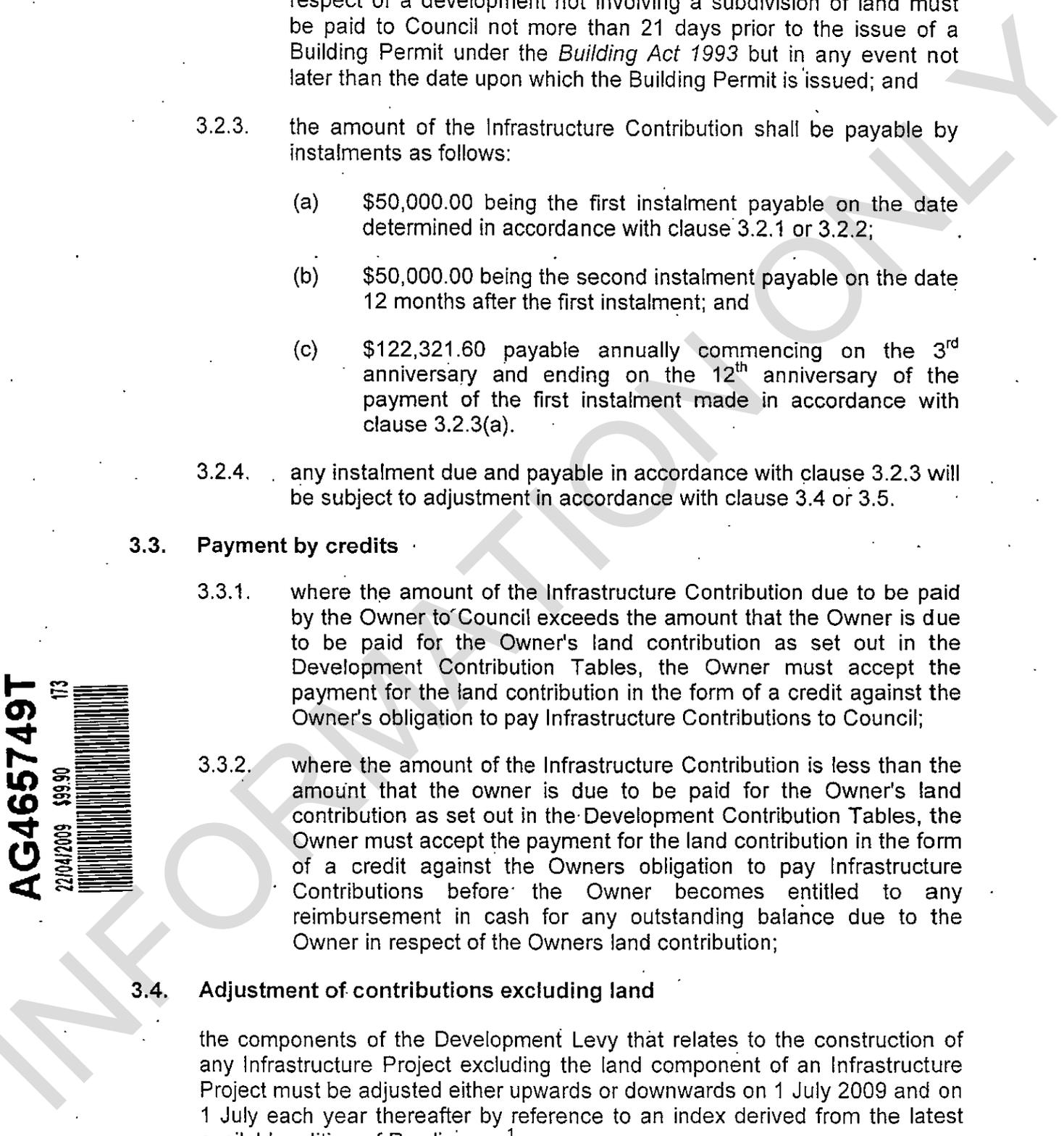
3.3.2. where the amount of the Infrastructure Contribution is less than the amount that the owner is due to be paid for the Owner's land contribution as set out in the Development Contribution Tables, the Owner must accept the payment for the land contribution in the form of a credit against the Owners obligation to pay Infrastructure Contributions before the Owner becomes entitled to any reimbursement in cash for any outstanding balance due to the Owner in respect of the Owners land contribution;

3.4. Adjustment of contributions excluding land

the components of the Development Levy that relates to the construction of any Infrastructure Project excluding the land component of an Infrastructure Project must be adjusted either upwards or downwards on 1 July 2009 and on 1 July each year thereafter by reference to an index derived from the latest available edition of Rawlinsons;¹

¹ The construction costs of Infrastructure Projects in the Development Contribution Tables are expressed in 2006 dollars.

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3.5. Adjustment of land value

the cost of the Project Land and Open Space Land as set out or assumed in the Development Contributions Tables will be adjusted on 1 July 2009 and on 1 July each year thereafter by reference to the CPI;²

3.6. Penalty for late payment

any amount due under this Agreement but unpaid by the due date shall incur interest at the rate prescribed under section 172 of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing.

3.7. Other contributions

the Development Levies which the Agreement provides for only relate to higher order infrastructure which are envisaged to be used by a broad cross section of the community and do not relate to the lower order infrastructure items such as described in Schedule 1 which must be provided by the Owner as a part of the urban development of the Subject Land;

3.8. Development Levy in respect of Public Transport Corridor

in respect of that component of this Development Levy which relates to the Public Transport Corridor, Council is the "collecting agency" and Department of Infrastructure is the "development agency" as those expressions are defined in section 46H of the Act; and

3.9. Council to construct infrastructure

unless Council agrees otherwise, Council or its servants, agents and contractors, or any other person appointed by Council for the purpose will construct the infrastructure for which a Development Levy is payable under this Agreement.

3.10. Fixed land values

3.10.1. subject to clause 3.5 of this Agreement, the Owner will accept the land values specified in Table 2 of the Development Contributions Tables for the purpose of calculating the payments due to the Owner in respect of any land required for any Infrastructure Project;

3.10.2. for the purposes of giving effect to this Agreement, Council may to the extent that it is necessary to do so, impose on any relevant planning permit a condition providing that no compensation is payable under Part 5 of the Act in respect of anything done under the permit or setting out:

3.10.2.1. the circumstances in which compensation will be paid for anything done under the permit; and

3.10.2.2. the amount or the method of determining the amount of compensation payable.

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² The cost of land in the Development Contribution Tables is expressed in February 2008 dollars.

4. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

- 4.1. it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;
- 4.2. it will apply the Development Levies received pursuant to this Agreement for the purposes described in this Agreement;
- 4.3. it will deal with the funds received pursuant to this Agreement on the same basis as it deals with funds received under an Approved Development Contributions Plan;
- 4.4. where the Owner is entitled to a reimbursement, it will pay the amount due to the Owner within 60 days of the issue of the Statement of Compliance in respect of the final stage of the development of the Subject Land; and
- 4.5. the provisions of section 46Q of the Act apply with such adjustments as are necessary in the context of this Agreement.

5. FURTHER OBLIGATIONS OF THE OWNER

5.1. Notice and Registration

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

5.2. Further actions

The Owner further covenants and agrees that:

- 5.2.1. the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2. the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the O'Herns Road Property in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5.3. Council's Costs to be Paid

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

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6. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the O'Herns Road Property may be used and developed for specified purposes.

7. OWNER'S WARRANTIES

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

8. SUCCESSORS IN TITLE

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

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

9. GENERAL MATTERS

9.1. Notices

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

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

9.2. Service of Notice

A notice of other communication is deemed served:

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

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**9.3. No Waiver**

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

9.4. Severability

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

9.5. No Fettering of Council's Powers

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

10. GOODS AND SERVICES TAX

- 10.1.** In this clause words that are defined in *A New Tax System (Goods and Services tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2.** Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3.** If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4.** The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the Approval Date.

12. ENDING OF AGREEMENT

- 12.1.** This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the O'Herns Road Property.
- 12.2.** As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

The Common Seal of the WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

[Signature] Chief Executive Officer DAVID TURNBULL Full name

The Common Seal of OPEN HOUSE CHRISTIAN FELLOWSHIP INC was affixed in accordance with its Rules in the presence of:



[Signature] Committee Member SERAFIM ANTONIOU Full name

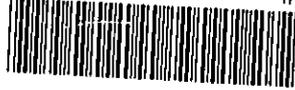
70 KINGSWAY DR LALOR Usual address

[Signature] Committee Member NORMAN REILY Full name

70 KINGSWAY DR LALOR Usual address

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Schedule 1

Lower Order Infrastructure Items

Works not set out as an Infrastructure Project in the Development Contributions Table include but are not limited to:

- all internal roads and associated traffic management measures except those specified as Infrastructure Projects;
- internal flood mitigation works;
- local drainage systems;
- main drainage works except those specified as Infrastructure Projects;
- water, sewerage, underground power, gas and telecommunications services;
- local pathways and connections to the regional or district pathway network;
- basic levelling, water tapping and landscaping of public open space except those specified as Infrastructure Projects;
- public open space reserve masterplans and any associated works.

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ANNEXURE "A"

INFORMATION ONLY

Table 2: Infrastructure Requirements for private land holdings (excluding VicUrban) - Balance Sheet
Feb-08

Lot Property Area (ha)	Developable Area (ha)	Public Transport Corridor		Passive Open Space		Unencumbered Active Open Space		Unencumbered Active Open Space Regional		Outdoor Active Recreation		Community Facilities		On-Road Pedestrian & Cycle Trails		Balance (negative number indicates reimbursement and positive number indicates cash payments required)			
		Total contribution payable per net ha	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	Infrastructure Costs	Land contribution	
3	18.27	\$176,002.07	\$60,247.67	\$115,754.40	\$1,475,678.13	\$339,327.06	\$64,232.24	\$883,828.61	\$157,826.54	\$97,153.91	\$3,812,296.23	\$762,296.23	\$3,050,000.00	\$3,050,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
6	2.78	\$110,469.94	\$10,384.70	\$100,085.24	\$24,942.16	\$51,632.69	\$9,773.71	\$134,485.14	\$24,015.20	\$14,783.14	\$580,086.67	\$-219,913.33	\$800,000.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
11	5.24	\$208,223.91	\$19,574.04	\$188,649.87	\$423,237.73	\$97,322.05	\$18,422.38	\$265,489.98	\$45,266.07	\$27,864.61	\$1,093,400.78	\$1,093,400.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
12	5.29	\$125,000.00	\$19,760.82	\$105,239.18	\$427,276.26	\$98,250.69	\$18,998.17	\$265,908.78	\$45,698.00	\$28,130.50	\$1,103,833.99	\$-96,166.01	\$1,200,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
13	8.1	\$321,872.84	\$30,257.59	\$291,615.25	\$654,241.53	\$150,440.57	\$28,477.35	\$391,845.20	\$69,972.36	\$43,073.16	\$1,690,180.59	\$235,790.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
14	1.13	\$44,903.25	\$4,221.12	\$40,682.13	\$91,270.73	\$20,987.39	\$3,972.77	\$54,664.82	\$9,761.58	\$6,009.97	\$235,790.63	\$235,790.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17	2.45	\$97,356.60	\$9,151.99	\$88,204.61	\$197,887.87	\$45,803.63	\$8,613.62	\$118,521.08	\$21,164.48	\$13,028.30	\$511,227.46	\$511,227.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
20	3.32	\$131,928.13	\$12,401.87	\$119,526.26	\$288,158.26	\$61,662.06	\$11,672.20	\$160,608.15	\$28,680.03	\$17,654.68	\$692,765.38	\$692,765.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
21	3	\$119,212.16	\$11,206.51	\$108,005.65	\$242,311.68	\$55,718.73	\$10,547.17	\$145,127.85	\$25,915.69	\$15,953.02	\$629,992.87	\$-49,007.19	\$675,000.00	\$675,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
23	1.27	\$50,466.48	\$4,744.09	\$45,722.39	\$102,378.61	\$23,387.60	\$4,464.87	\$61,437.46	\$10,970.97	\$6,753.45	\$265,003.62	\$-509,986.38	\$775,000.00	\$775,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
24	1.29	\$51,261.23	\$4,818.80	\$46,442.43	\$104,184.02	\$23,959.05	\$4,535.28	\$62,404.98	\$11,143.75	\$6,859.80	\$269,176.91	\$19,776.91	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
25	1.37	\$54,440.22	\$5,117.64	\$49,322.58	\$110,655.67	\$25,444.89	\$4,816.54	\$86,276.05	\$11,834.83	\$7,285.21	\$285,870.05	\$110,870.05	\$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
26	1.82	\$72,322.05	\$6,788.62	\$65,533.43	\$147,002.42	\$33,002.70	\$6,398.61	\$88,044.23	\$15,722.18	\$9,678.17	\$378,768.97	\$-70,231.03	\$450,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
27	1.83	\$72,719.42	\$6,835.97	\$65,883.45	\$147,810.12	\$33,988.42	\$6,433.77	\$88,527.99	\$15,808.57	\$9,731.34	\$381,855.62	\$-68,144.38	\$450,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
28	0.72	\$28,610.92	\$2,689.56	\$25,921.36	\$58,154.80	\$13,372.49	\$2,531.32	\$34,630.68	\$6,219.77	\$3,828.73	\$150,238.28	\$-74,761.72	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL	57.88																		

Public Transport Corridor
Regional Open Space
Construction of two soccer pitches and pavilion
Construction of Community Activity Centre
On-Road Pedestrian and Cycle Trails

AG465749T

22/10/2009 \$99.90 173



ANNEXURE "B"

INFORMATION ONLY

AG465749T

22/04/2009 \$99.90 173



AG465749T

22/04/2009 \$99.90 173

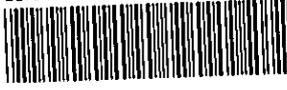


Table 3: -Land Budget

Property Number	Total Area (hectares)	Encumbered Land (hectares)						Gross Developable Area (GDA) (Total Area minus Encumbered Land Area) (hectares)			Unencumbered Public Open Space (hectares)		Net Developable Area (NDA) (GDA Area minus Unencumbered Land Area) (hectares)
		Power Easement	Gas Easement	Edgias Creek (1:100 Flood Area)	Conservation Area	Land for arterial road widening not required for ADP2	POS Active & Passive Rec (Retaining Basin)	Transit Corridor	Gross Developable Area (GDA) (Total Area minus Encumbered Land Area) (hectares)	Passive Open Space	Active Open Space		
1	59.88	-	-	-	6.29	-	0.98	-	52.61	2.12	4.58	45.91	
2	38.01	-	-	-	17.84	-	-	-	20.17	1.49	-	18.68	
3	30.50	-	2.53	-	3.03	-	-	-	24.94	6.67	-	18.27	
4	36.41	-	3.10	-	10.31	0.04	-	-	22.96	3.22	-	19.74	
5	11.69	-	-	-	0.24	-	-	-	11.45	-	-	11.45	
6	4.01	-	-	-	-	-	-	-	4.01	1.23	-	2.78	
7	36.46	-	-	1.07	-	-	-	-	35.39	2.10	4.20	29.09	
8	53.09	-	-	4.63	0.33	-	-	-	48.13	0.92	-	47.21	
9	50.31	-	-	4.59	-	-	-	2.17	43.55	2.10	-	41.45	
10	49.49	-	-	2.46	7.64	-	-	2.74	36.65	1.33	-	35.32	
11	5.24	-	-	-	-	-	-	-	5.24	-	-	5.24	
12	8.30	-	0.97	-	-	0.19	-	-	7.14	-	1.85	5.29	
13	8.10	-	-	-	-	-	-	-	8.10	-	-	8.10	
14	1.13	-	-	-	-	-	-	-	1.13	-	-	1.13	
15	44.34	4.90	0.70	-	8.69	0.22	-	-	29.83	1.41	3.91	24.51	
16	42.39	-	-	6.31	0.35	-	0.13	-	35.60	3.37	1.33	30.90	
17	2.45	-	-	-	-	-	-	-	2.45	-	-	2.45	
18	30.30	-	-	-	1.81	-	-	1.76	26.73	2.81	0.84	23.08	
19	4.25	4.12	-	-	-	-	-	-	0.13	-	-	0.13	
20	3.94	0.15	-	0.47	-	-	-	-	3.32	-	-	3.32	
21	4.06	-	-	0.37	-	-	-	-	3.69	0.69	-	3.00	
22	14.91	-	-	-	-	1.00	-	-	13.91	0.57	-	13.34	
23	1.61	-	-	-	-	0.25	-	-	1.36	0.09	-	1.27	
24	2.10	-	-	0.61	-	0.20	-	-	1.29	-	-	1.29	
25	2.51	-	-	0.88	-	0.26	-	-	1.37	-	-	1.37	
26	2.02	-	-	-	-	0.20	-	-	1.82	-	-	1.82	
27	2.03	-	-	-	-	0.20	-	-	1.83	-	-	1.83	
28	0.81	-	-	-	-	0.08	-	-	0.72	-	-	0.72	
29	32.42	4.47	-	-	-	0.80	-	2.14	25.01	0.10	-	24.91	
A	2.58	0.23	-	-	-	-	-	-	2.35	-	-	2.35	
B	0.45	-	-	-	-	-	-	-	0.45	0.24	-	0.21	
C	0.27	-	-	-	-	-	-	-	0.27	0.09	-	0.18	
Veeringes Road	2.65	-	-	-	10.90	-	-	-	14.55	0.16	-	14.39	
Harvest Home Road	3.47	-	-	-	-	0.02	0.07	0.07	3.32	0.47	-	2.85	
Colliers Road	0.82	0.17	-	-	-	-	-	-	0.65	-	-	0.65	
TOTAL	592.67	13.81	7.60	21.58	57.43	3.47	1.11	8.88	478.79	31.17	19.14	428.48	

ANNEXURE "C"



INFORMATION ONLY

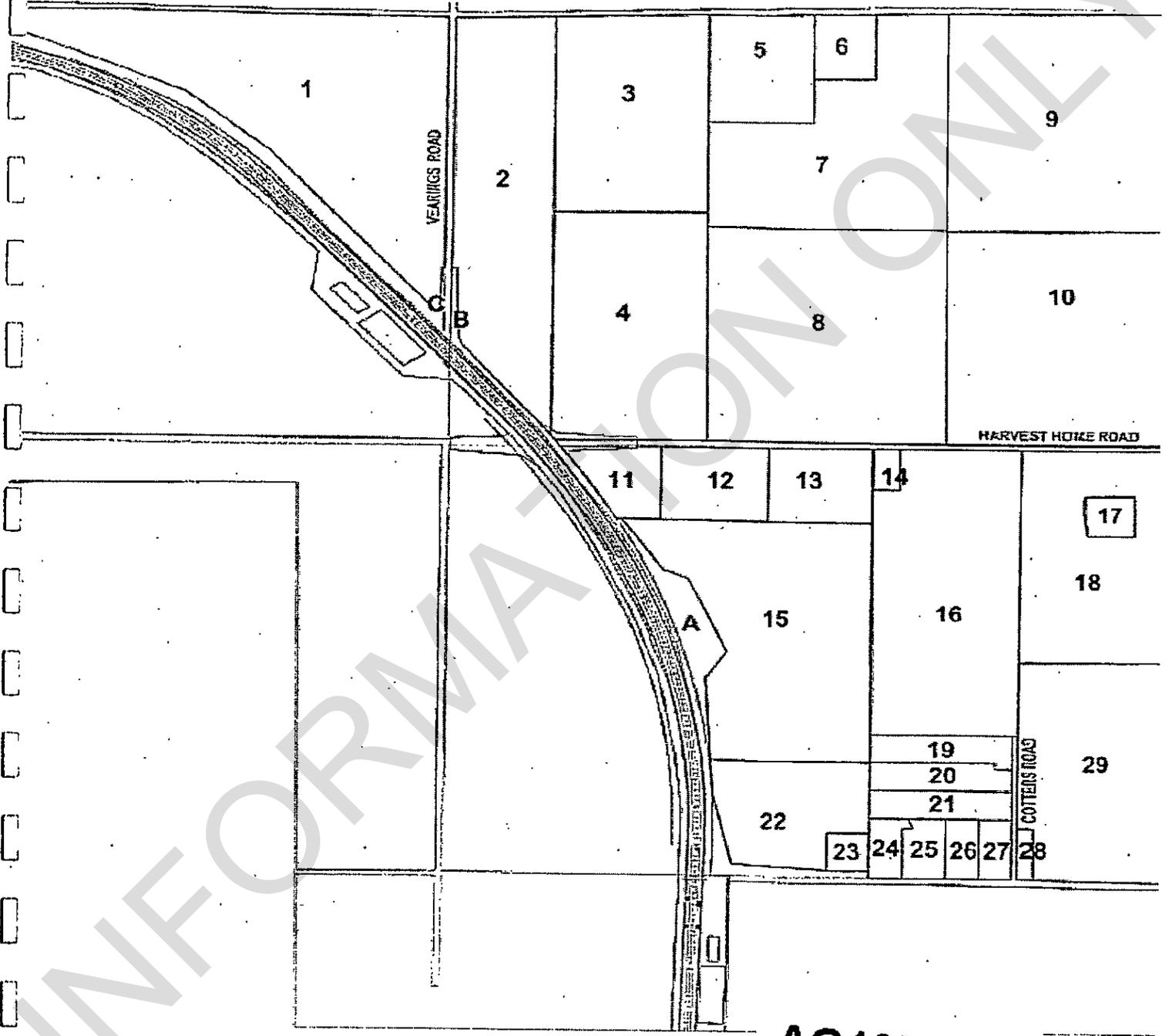
AG465749T

22/04/2009 \$99.90 173



u C u

Land Holding Plan



AG465749T

22/04/2009 \$99.90 173



ANNEXURE "D"

INFORMATION ONLY

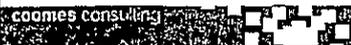
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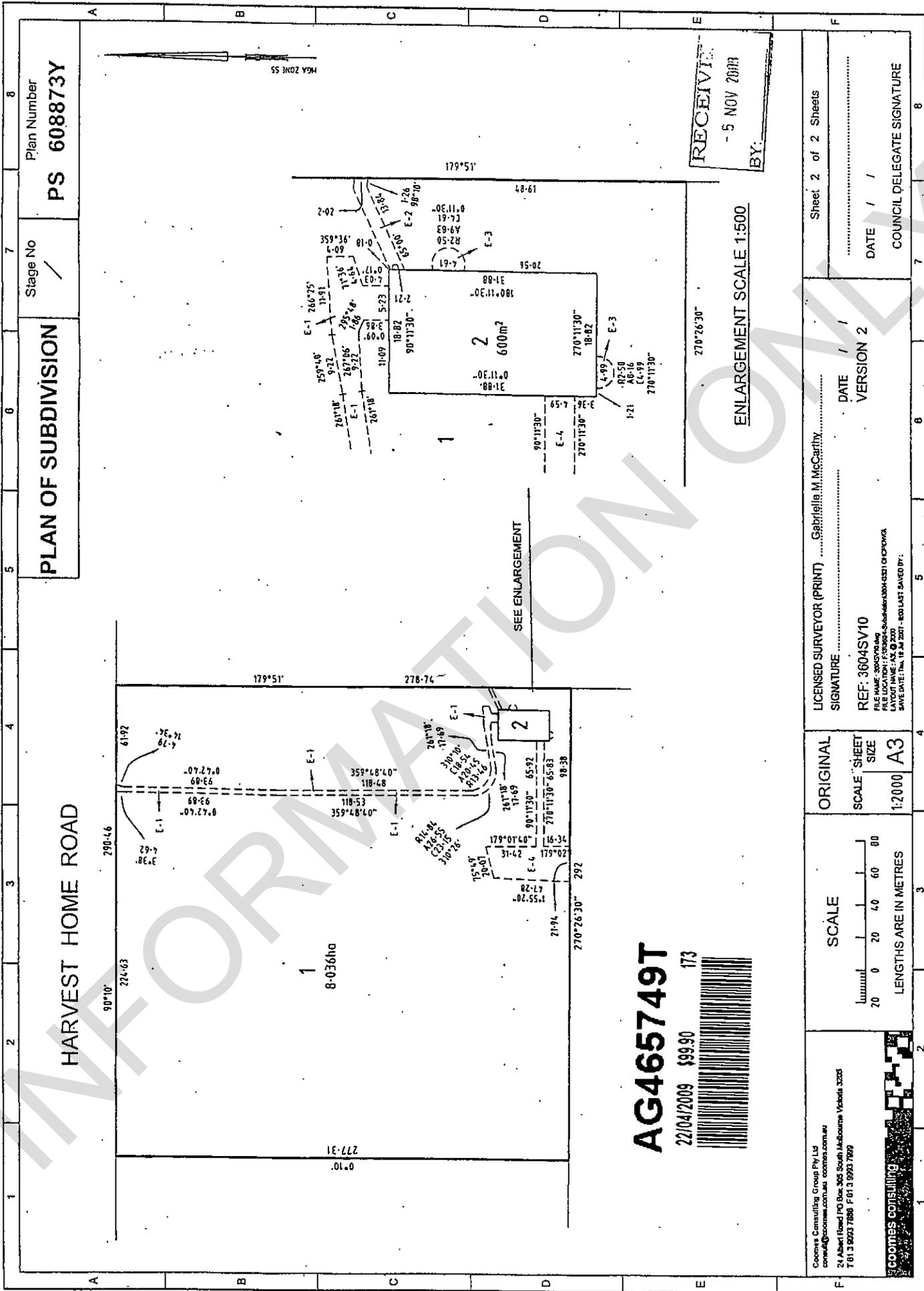
" D "

PLAN OF SUBDIVISION		Stage No. /	LR use only EDITION	Plan Number PS 608873Y
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 3 (PART) Title References C/T VOL 10817 FOL 861 Last Plan Reference: PS522187U (LOT 2) Postal Address: 367 HARVEST HOME ROAD <small>(At time of subdivision)</small> EPPING 3076 MGA Co-ordinates: E 323 350 <small>(Of approx. centre of plan)</small> N 5 834 150 Zone 55		Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref:		
		1. This Plan is certified under Section 8 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (I) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (R) The requirement has been satisfied. (RI) The requirement is to be satisfied in Stage		
Vesting of Roads or Reserves		Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Depth Limitations: DOES NOT APPLY		Staging: This is not a staged subdivision Planning permit No.		
Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent mark no(s). - In Proclaimed Survey Area no. -				
Easement Information				LR 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
E-1	CARRIAGEWAY	See diag	THIS PLAN	LOT 2 ON THIS PLAN
E-2	TELECOMMUNICATION	2	THIS PLAN	LOT 2 ON THIS PLAN
E-2	POWERLINE	2	THIS PLAN	SPI ELECTRICITY PTY LTD
E-3	WATER SUPPLY	See diag	Section 88 of Electricity Industry Act 2000 THIS PLAN	LOT 2 ON THIS PLAN
E-4	SEWERAGE	See diag	THIS PLAN	LOT 2 ON THIS PLAN
Received <input type="checkbox"/>				
Date: / /				
				LR use only PLAN REGISTERED TIME Date: / /
Assistant Registrar of Titles.				
AURORA ESTATE - OHCF TWO LOT PLAN			AREA OF PLAN - 8.096ha	
Sheet 1 of 2 Sheets				
Coomes Consulting Group Pty Ltd <small>consult@coomes.com.au coomes.com.au</small> 21 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 9593 7888 F 61 3 9593 7889		LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy SIGNATURE DATE / / REF: 3604SV10 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE
		<small>FILE NAME: 3604SV10.dwg FILE LOCATION: F:\3604-SV\3604SV10.dwg LAYOUT NAME: 8 sheet 1 SAVE DATE: Thu, 19 Jul 2007 - 8:00 LAST SAVED BY:</small>		Original sheet size A3

AG465749T



This plan has been prepared for contract purposes and submission of applications to Council for a planning permit & certification. This plan may be subject to variations in easements, lot boundaries and the addition of a body corporate as required by relevant statutory Authorities. Coomes Consulting Group Pty Ltd cannot be held responsible for any such future changes.



AG465749T
 22/04/2009 199.90 173



Plan Number
PS 608873Y

Stage No
 /

PLAN OF SUBDIVISION

RECEIVED
 - 5 NOV 2008
 BY:

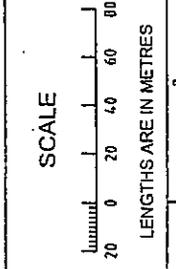
ENLARGEMENT SCALE 1:500

Sheet 2 of 2 Sheets
 DATE / /
 COUNCIL DELEGATE SIGNATURE

SIGNATURE
 DATE / /
 VERSION 2

LICENSED SURVEYOR (PRINT) Gabriella M. McCarthy
 REF: 3604SV10
 FILE NAME: 3604SV10.dwg
 FILE LOCATION: C:\WORK\3604SV10\3604SV10.DWG
 LAYOUT NAME: A3 @ 2007
 SAVE DATE: Thu, 19 Jun 2007 - 8:00 LAST SAVED BY:

ORIGINAL
 SCALE SHEET SIZE
 1:2000 A3



Coomes Consulting Group Pty Ltd
 coomes@coomes.com.au coomes.com.au
 24 Albert Road PO Box 305 South Melbourne Victoria 3205
 T 61 3 9033 7888 F 61 3 9933 7899



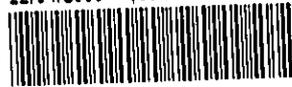
ANNEXURE "E"



INFORMATION ONLY

AG465749T

22/04/2009 \$99.90 173



Annexure E

Plan of Subdivision

The plan which is annexure "E" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure A is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

AG465749T

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173



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1136930

APPLICANT'S NAME & ADDRESS

**AXCENT CONVEYANCING SERVICES C/- TRICONVEY
(RESELLER) C/- LANDATA**

MELBOURNE

VENDOR

RIMINGTON, BEN FRANCIS

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

363872

This certificate is issued for:

LOT 312 PLAN PS702887 ALSO KNOWN AS 9 GENESIS DRIVE EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a **COMPREHENSIVE DEVELOPMENT ZONE 4**
- is within a **DEVELOPMENT PLAN OVERLAY - SCHEDULE 23**
- and a **VEGETATION PROTECTION OVERLAY - SCHEDULE 2**

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

09 May 2025

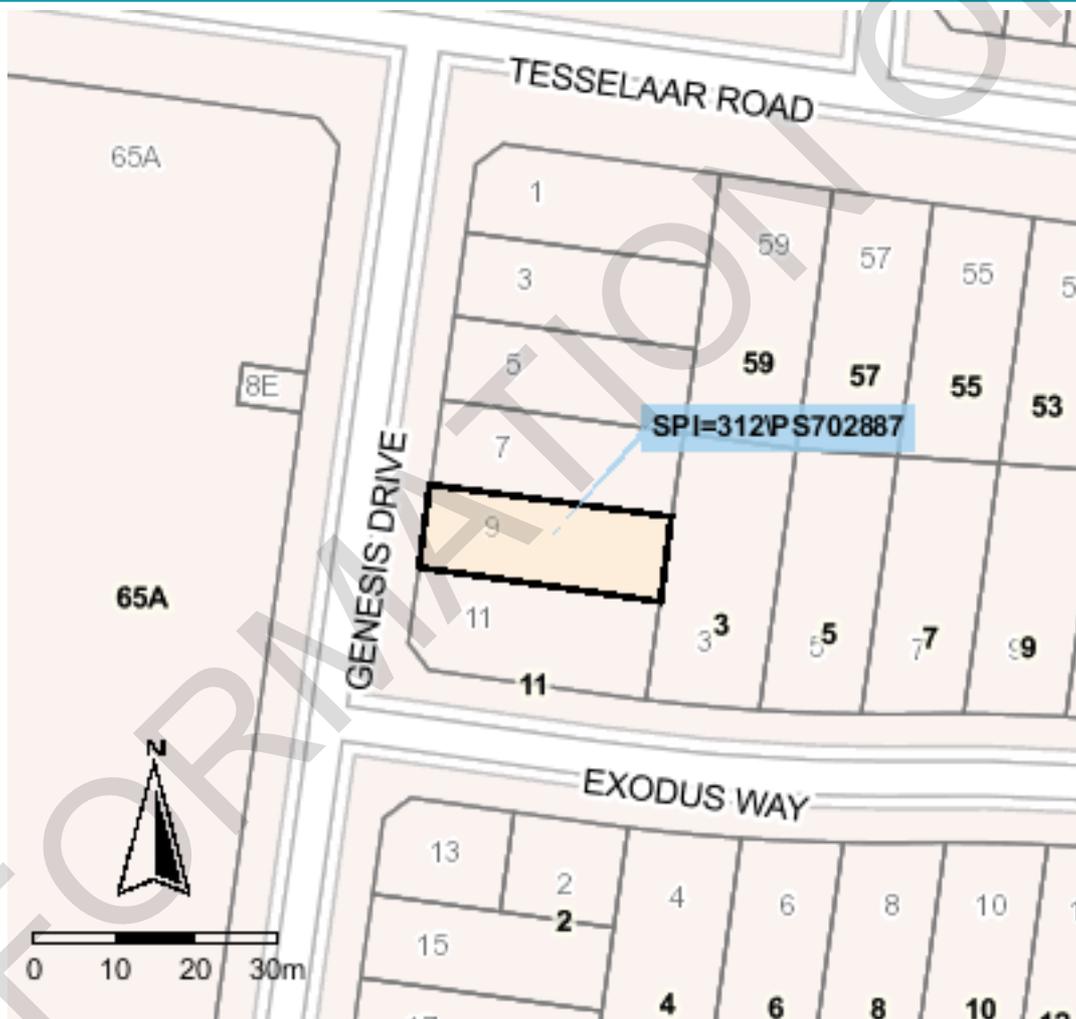
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

Date of issue 12/05/2025	Assessment No. 905661	Certificate No. 171850	Your reference 76722855-015-0
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 9 Genesis Drive EPPING 3076

Description: LOT: 312 PS: 702887M

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$600,000	\$340,000	\$30,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,405.07
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$52.20
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 12/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,357.17

<i>Balance of rates & charges due:</i>	\$452.00
--	-----------------

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$452.00
--	-----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 905661



Phone 1300 301 185
Ref 905661



Billers Code 5157
Ref 905661



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

9th May 2025

Axcent Conveyancing Services C/- Triconvey (Resell
LANDATA

Dear Axcent Conveyancing Services C/- Triconvey (Resell,

RE: Application for Water Information Statement

Property Address:	9 GENESIS DRIVE EPPING 3076
Applicant	Axcent Conveyancing Services C/- Triconvey (Resell LANDATA
Information Statement	30939310
Conveyancing Account Number	7959580000
Your Reference	363872

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	9 GENESIS DRIVE EPPING 3076
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	9 GENESIS DRIVE EPPING 3076
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

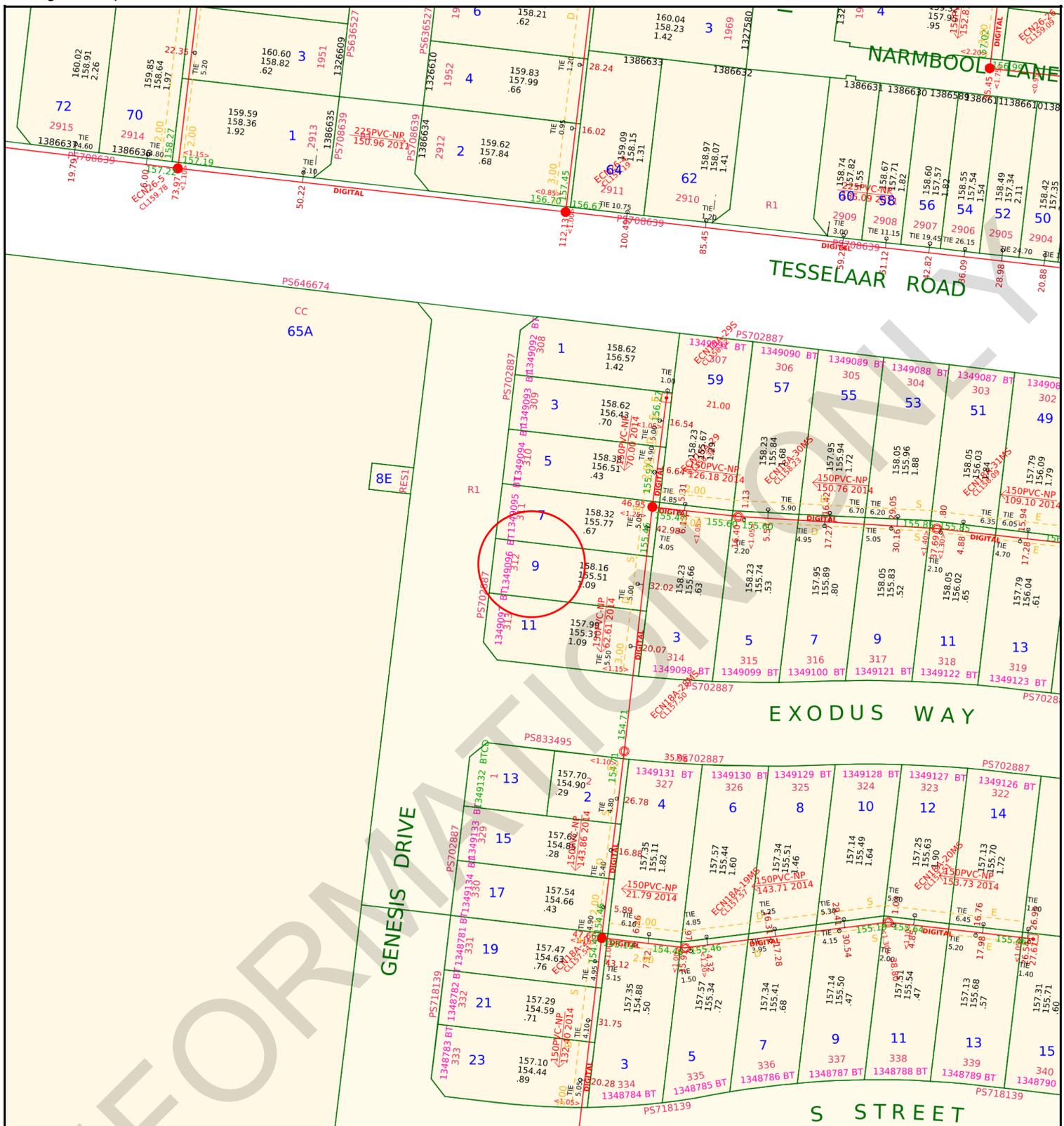
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30939310**

Address	9 GENESIS DRIVE EPPING 3076
Date	09/05/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline
Easement	Sewer Pipe Flow		MW Drainage Manhole
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway
Abandoned Sewer	Sewer Branch		

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

11th March 2015

Application ID: 160817

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
Recycled Water Inspection fee (Includes GST)	1
Combo Drinking Water & Recycled Water	1
20mm Potable Pressure Limiting Valve (PLV)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1349096

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store

where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.

- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1) Environment Improvement Plan (EIP)

a) Non-Residential only

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

2) Recycled Water Plumbing

a) Toilet cisterns

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water

Supply

2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
 - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
 - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

b) External Taps – Residential

1. An external recycled water tap must be installed to service the front of the property
 - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
 - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
2. An external recycled water tap must be installed to service the rear of the property
 - (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
 - (1) The whole body of the tap and handle must be coloured purple
 - (2) Tap to be the jumper valve type
 - (3) Tap handle must be the removable type
 - (4) Standard thread on tap outlet for garden hose bib
 - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
 - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
 - (3) The private plumber is required to provide an external drinking water tap with

atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.

5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

c) External Taps – Non-Residential

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
 - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

d) Laundry Use

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
 - (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
 - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
 - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (4) 5/8" Male lugged elbow
 - (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

e) Irrigation Systems

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

f) Prohibition Signs

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

3) Uses of Recycled Water

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing (excluding bidets)	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
 - (1) AS/NZS 3500
 - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website www.pic.vic.gov.au
 - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
 - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

5) Inspections For Recycled Water Plumbing Works

a) Residential

1. The plumber is required to contact the Victorian Building Authority (previously the PIC) on **8792 8221** or electronically via the VBA's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and

(lodgement of the Compliance Certificate)

2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore the PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
 - (1) Inspections can be booked from the following business day onwards depending on availability
 - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
 - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
 - (2) Properties using a straight piece will not pass these inspections
 - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

b) Non-Residential

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email easyACCESS@yvw.com.au to request mandatory inspections for recycled water plumbing works** as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
 - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
 - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
 - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
4. Inspections can be booked from the following business day onwards depending on

availability

- (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in termination of supply until these Conditions are met

6) Tappings

a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
 - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

b) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
 - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
 - (1) The drinking water property service pipe is to be PE pipe and must be water marked
 - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
 - (3) PE pipe must not form any part of the water meter assembly
 - (4) Any 25mm installation must be fitted with a right-angle ball valve
 - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from www.yvw.com.au
 - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
 1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
 - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
 2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
 - (1) Such interconnection is to be above ground and clearly visible
 - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
 1. Residential:
 - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
 - (2) The private plumber can request the meters to be moved at the time of the tapping
 - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
 - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
 2. Non-Residential:
 - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

9) Stolen Meters

- a) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
 2. Remove the handle from the recycled water taps when not in use
 3. Ensure that all recycled water prohibition signs are visible and legible at all times
 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
 - (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
 - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
 - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
 - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
 - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at www.yvw.com.au
 - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au.

Any unused sewer connection branches at the site must be cut and sealed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Axcent Conveyancing Services C/- Triconvey (Resell)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2390642484
Rate Certificate No: 30939310

Date of Issue: 09/05/2025
Your Ref: 363872

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 GENESIS DR, EPPING VIC 3076	312\PS702887	5096877	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$191.01

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5096877

Address: 9 GENESIS DR, EPPING VIC 3076

Water Information Statement Number: 30939310

HOW TO PAY



Billers Code: 314567
Ref: 23906424848

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

Your Reference:	LP:114825
Certificate No:	90451659
Issue Date:	09 MAY 2025
Enquiries:	ESYSPROD

Land Address: 9 GENESIS DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41567089	312	702887	11523	435	\$0.00

Vendor: BEN RIMINGTON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR BEN FRANCIS RIMINGTON	2025	\$340,000	\$1,468.04	\$0.00

Comments: Land Tax of \$1,468.04 has been assessed for 2025, an amount of \$1,468.04 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$600,000
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SITE VALUE (SV):	\$340,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 90451659

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus (\$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90451659

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 90451659

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

Your Reference:	LP:114825
Certificate No:	90451659
Issue Date:	09 MAY 2025
Enquires:	ESYSPROD

Land Address: 9 GENESIS DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41567089	312	702887	11523	435	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$600,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90451659

Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

- The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
- The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
- A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

- Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

- Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

- Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

- A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

- Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
- A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / AXCENT CONVEYANCING SERVICES

Your Reference: LP:114825**Certificate No:** 90451659**Issue Date:** 09 MAY 2025**Land Address:** 9 GENESIS DRIVE EPPING VIC 3076

Lot	Plan	Volume	Folio
312	702887	11523	435

Vendor: BEN RIMINGTON**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 90451659

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 90451659

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 90451659

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Axcent Conveyancing Services C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 363872

NO PROPOSALS. As at the 9th May 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

9 GENESIS DRIVE, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 9th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76722855 - 76722855120737 '363872'

LOTSEARCH REFERENCE

LS081406_DA

DATE OF REPORT

09 May 2025 12:18:54

CLIENT ID

161872811

ADDRESS

9 GENESIS DRIVE, EPPING VIC 3076

SITE AREA

315m²

COUNCIL

Whittlesea



LOTSEARCH

Spatial Intelligence | Mapping Risk

LOT/PLAN

Lot 312, PS702887

Development Application Search

Disclaimer:

The purpose of this report is to provide a summary of publicly available development information, affecting the site as defined by the boundary shown on the maps within this report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order form rather than any address supplied in the order form.

You accept that Lotsearch may omit some of the lot and plan information supplied in the order form to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

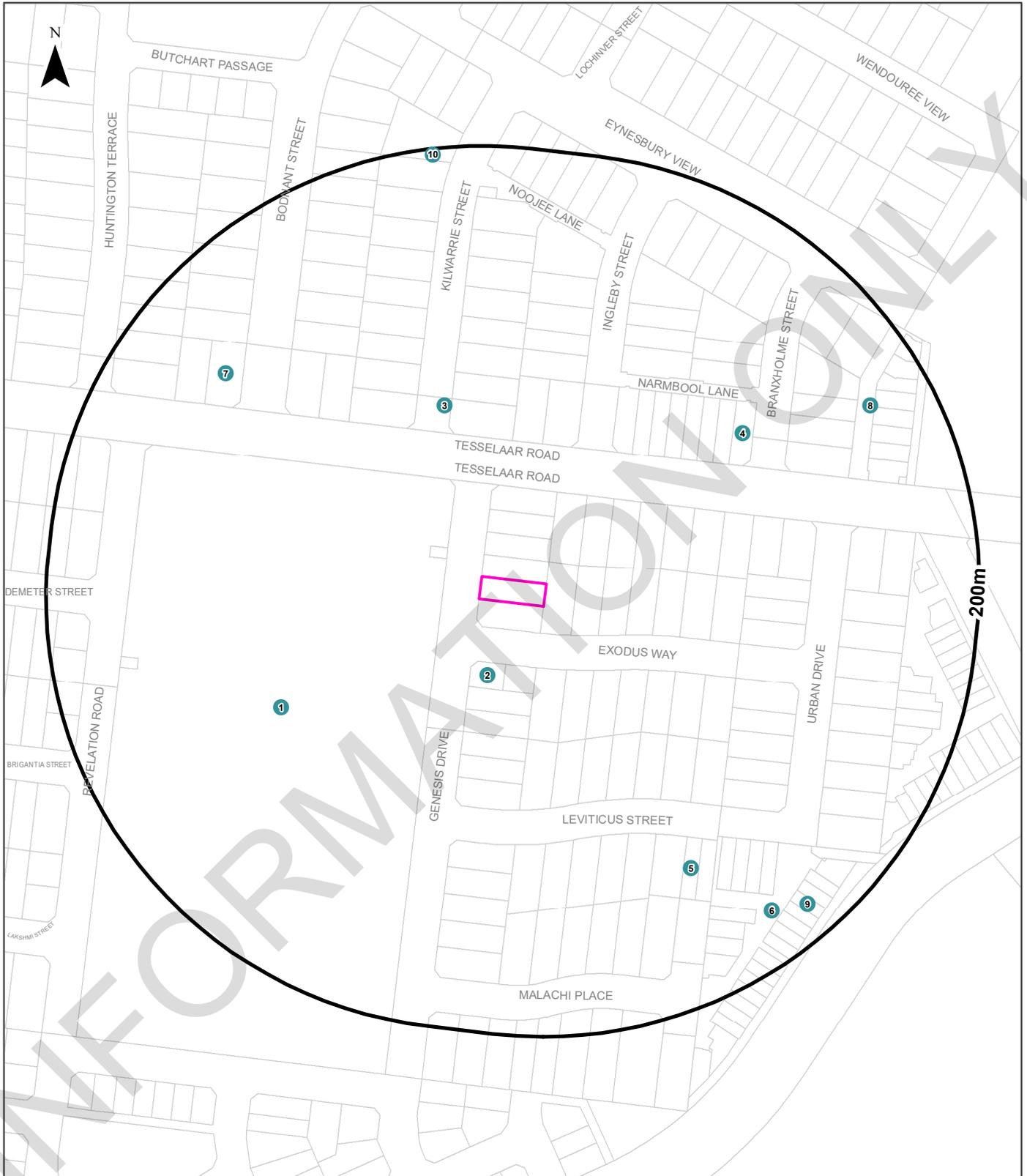
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice before you make any decision based on the information within the report.

The detailed terms applicable to the use of this report are set out at the end of this report.



Development Applications

9 GENESIS DRIVE, EPPING VIC 3076



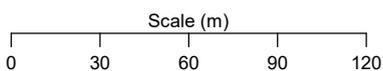
- Site Boundary
- Search Radius - 200m
- Property Boundaries

- Records mapped to a specific property
- Records mapped to a road

- LGA Boundary
- Out of State/LGA Coverage

Coordinate System:
GDA 1994 MGA Zone 55

Property Boundaries & Topographic Data Source:
© VIC Department of Energy, Environment and Climate Action





LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS081406_DA

DATE OF REPORT
09 May 2025 12:18:54

ADDRESS
9 GENESIS DRIVE, EPPING VIC
3076

Search Results

Development applications that were identified specifically for your site:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
	No records in buffer							

INFORMATION ONLY

Development applications identified within 200m of your site boundary where the decision date is within the last 7 years or has not been provided:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
1	PLN-44458	65A Tesselaar Road EPPING VIC 3076	Subdivision of Land	06/04/2025		Awaiting Specialist Advice	In Progress	Subdivision
2	610226/1	13 Genesis Drive EPPING VIC 3076	VicSmart-Subdivide land with an approved development into two lots	17/01/2020	21/01/2020	Certification Decision	Permit issued by a delegate of the Responsible Authority	Residential Two Lot Subdivision
	717238/2	13 Genesis Drive EPPING VIC 3076	Secondary Consent Amendment - Planning Application	21/12/2018	31/12/2018	Decision Outcome		
	717238/1	13 Genesis Drive EPPING VIC 3076	Multi Unit (2 – 4 dwellings)	22/12/2017	18/03/2018	Decision Outcome	Permit issued by a delegate of the Responsible Authority	Construction of two dwellings
3	715960/4	102A Tesselaar Road EPPING VIC 3076	Subdivision of Land	18/10/2019	20/11/2019	Decision Outcome		
	715960/3	102A Tesselaar Road EPPING VIC 3076	Secondary Consent Amendment - Planning Application	28/11/2018	21/12/2018	Decision Outcome		
	715960/2	102A Tesselaar Road EPPING VIC 3076	Subdivision of Land	03/05/2018	24/05/2018	Decision Outcome		Extension of time
4	608161/1	50A Tesselaar Road WOLLERT VIC 3750	SPEAR Certification	29/11/2012	25/09/2019	Lapsed		
5	609806/1	16 Leviticus Street EPPING VIC 3076	VicSmart-Subdivide land with an approved development into two lots	22/06/2018	2/07/2018	Registered At Land Registry	Permit issued by a delegate of the Responsible Authority	Residential Two Lot Subdivision
6	610264/1	40 Leviticus Street EPPING VIC 3076	SPEAR Certification	25/02/2020	27/02/2020	Certification Decision		Land Transfer
7	608162/1	80A Tesselaar Road WOLLERT VIC 3750	SPEAR Certification	29/11/2012	12/09/2019	Lapsed		
8	715961/9	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	26/03/2021	19/05/2021	Decision Outcome		
	610461/1	40A Tesselaar Road WOLLERT VIC 3750	Subdivision of Land	30/11/2020	3/02/2021	Certification Decision	Permit issued by a delegate of the Responsible Authority	Residential Multi Lot Subdivision
	715961/8	40A Tesselaar Road WOLLERT VIC 3750	Secondary Consent Amendment - Planning Application	14/07/2020	20/08/2020	Decision Outcome		
	715961/7	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	24/06/2020	11/08/2020	Decision Outcome		
	715961/6	40A Tesselaar Road WOLLERT VIC 3750	Other	25/02/2020	5/05/2020	Decision Outcome	Permit issued by the Responsible Authority	
	715961/5	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	12/07/2019	10/10/2019	Decision Outcome	Permit issued by the Responsible Authority	
	715961/4	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	22/01/2019	24/01/2019	Decision Outcome		Extension of time
	715961/3	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	21/06/2018	1/08/2018	Decision Outcome		
	715961/2	40A Tesselaar Road WOLLERT VIC 3750	Multi Unit (5 or more dwellings)	29/03/2018	28/06/2018	Withdrawn	Withdrawn	
9	609622/1	400 Harvest Home Road EPPING VIC 3076	SPEAR Certification	23/09/2017	7/08/2018	Registered At Land Registry		Residential Multi Lot Subdivision
10	719317/1	19 Kilwarrie Street WOLLERT VIC 3750	Alterations to a Building Structure or Dwelling	26/03/2020	23/04/2020	Decision Outcome	No permit required	Construction of a verandah associated with an existing dwelling

The following development applications could not be located to a specific property based on the provided information. Results are limited to the 20 most recent applications per road where the decision date is within the last 7 years or has not been provided:

Click on the **Application ID** to open the record on the council website for further information & documents.

Map ID	Application ID	Address	Type	Lodgement Date	Decision Date	Status	Decision	Description/Use
	No records in buffer							

INFORMATION ONLY



LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS081406_DA

DATE OF REPORT
09 May 2025 12:18:54

ADDRESS
9 GENESIS DRIVE, EPPING VIC
3076

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Currency Date	Update Frequency
Whittlesea City Development Applications	Whittlesea City	30/04/2025	Monthly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
 support@lotsearch.com.au
 (02) 8287 0680

VIC Department of Transport and Planning
<https://www.planning.vic.gov.au/>
 (03) 9655 6666

Whittlesea
<http://www.whittlesea.vic.gov.au>
 info@whittlesea.vic.gov.au
 (03) 9217 2170

[Click for 'Use of Report - Applicable Terms'](#)

PROPERTY REPORT

From www.land.vic.gov.au at 21 May 2025 12:32 PM

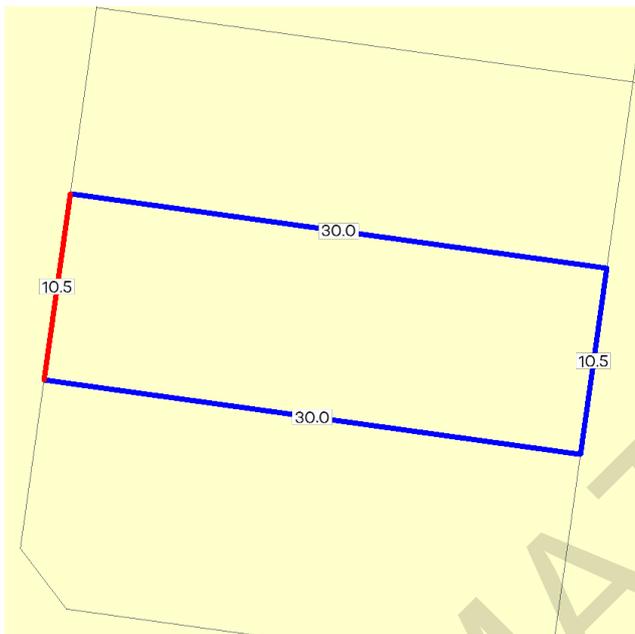
PROPERTY DETAILS

Address: **9 GENESIS DRIVE EPPING 3076**
 Lot and Plan Number: **Lot 312 PS702887**
 Standard Parcel Identifier (SPI): **312\PS702887**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **905661**
 Directory Reference: **Melway 181 F3**

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: 315 sq. m

Perimeter: 81 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/>

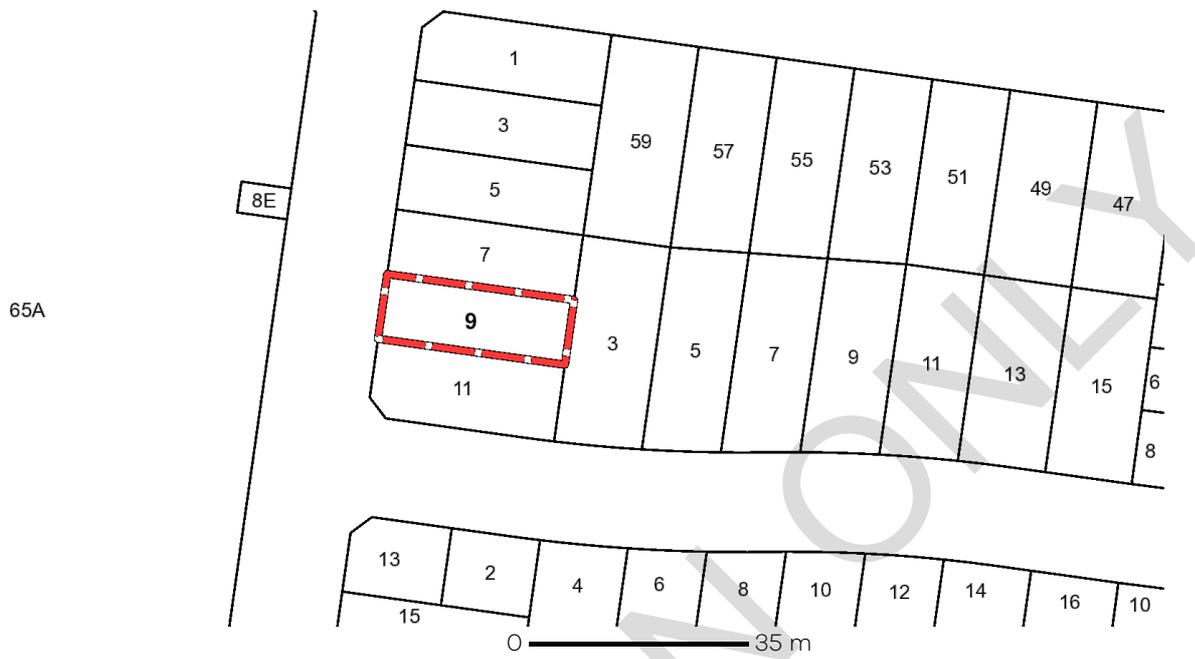
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



 Selected Property

INFORMATION

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 May 2025 12:32 PM

PROPERTY DETAILS

Address: **9 GENESIS DRIVE EPPING 3076**
 Lot and Plan Number: **Lot 312 PS702887**
 Standard Parcel Identifier (SPI): **312\PS702887**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **905661**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 F3**

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**

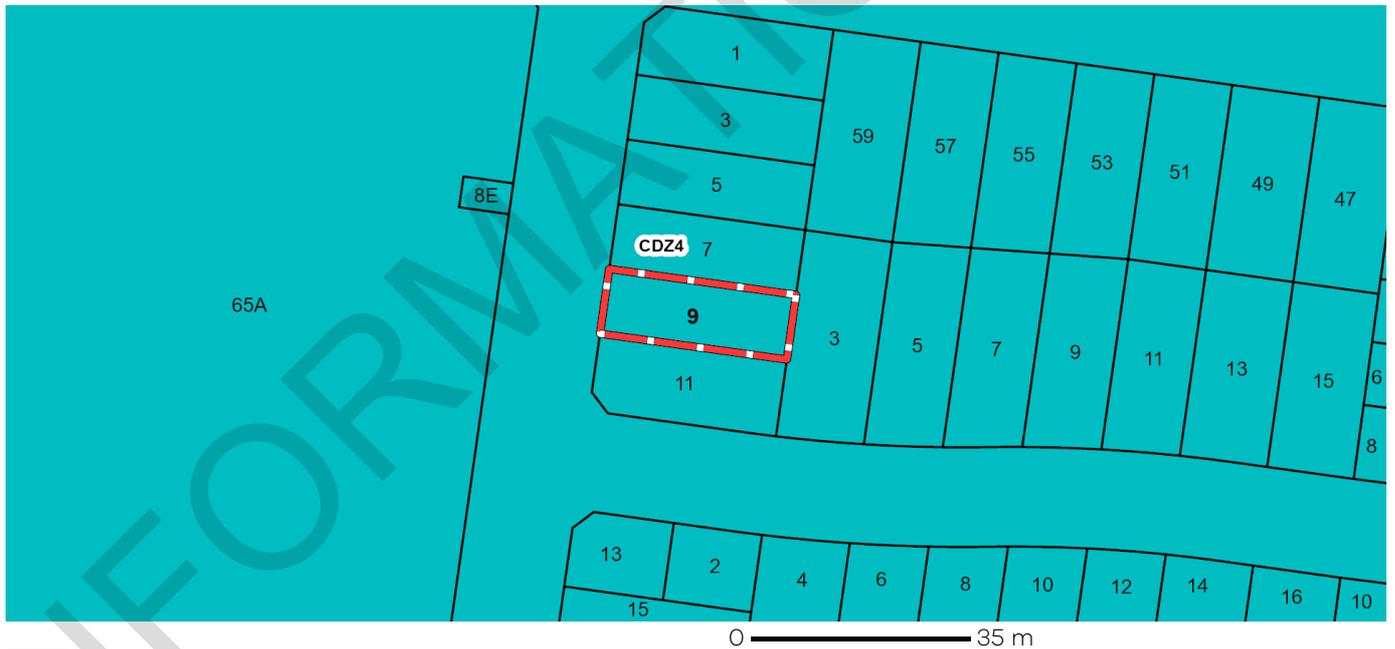
OTHER

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

[View location in VicPlan](#)

Planning Zones

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



PLANNING PROPERTY REPORT

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

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 15 May 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>

PLANNING PROPERTY REPORT



VICTORIA
State
Government

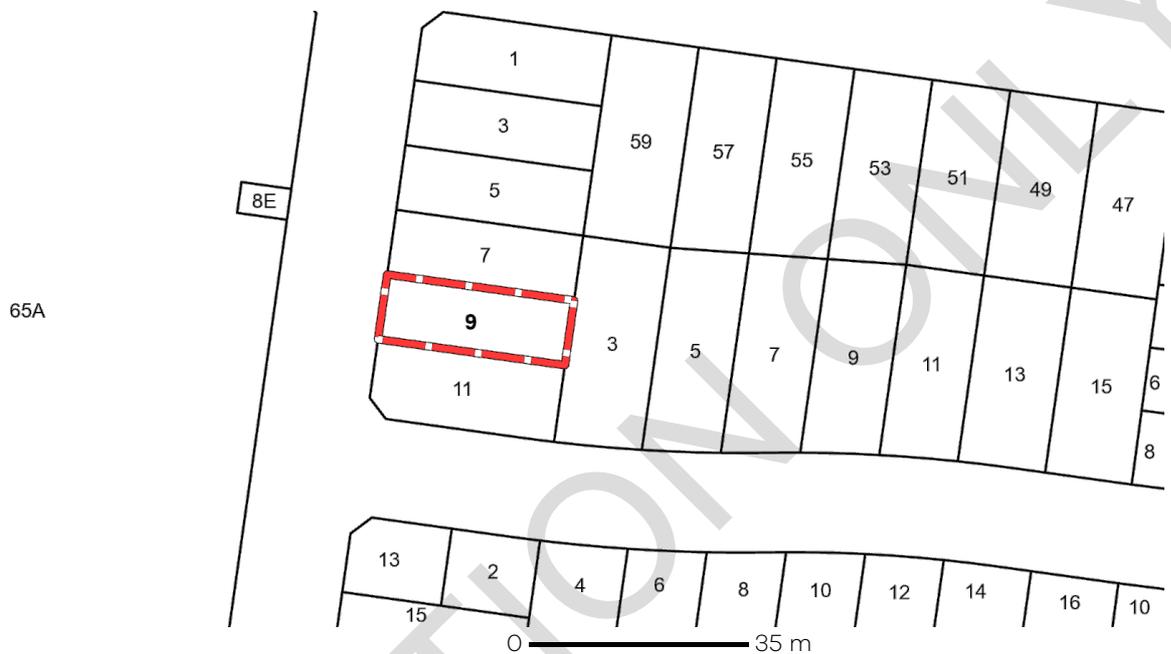
Department
of Transport
and Planning

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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](#)

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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