

Contract of sale of real estate – Particulars of sale

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

Property address 147 Tesselaar Road Epping VIC 3076

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

The terms of this contract are contained in the:

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

in that order of priority.

Important notice to purchasers

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

You are entitled to a refund of all the money you paid **except** for \$100 or 0-2% of the purchase price (whichever is more) if you end the contract in this way.

Exceptions

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

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

Signing of this contract

Warning: this is a legally binding agreement. You should read this contract before signing it.

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

Signed by the purchaser

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

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

Signed by the vendor

on
dd/mm/yyyy

Print name(s) of person(s) signing

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

The **day of sale** is the date by which both parties have signed this contract.

Notice to purchasers of property “off-the-plan”

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

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

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

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

Particulars of sale

Vendor’s estate agent

Name:	HARCOURTS RATA & CO
Address:	
Telephone:	03 9465 7766
Fax:	
Email:	sold@rataandco.com.au

Vendor

Name(s):	KRISHAN BANDARA WICKRAMASINGHE KIRINDE and MADHUSHANI HEENKENDA
Address:	
Telephone:	W: H:
Email:	

Vendor's legal practitioner or conveyancer

Name:	Hillside Property Conveyancing
Address:	PO Box 303 DEER PARK VIC 3023
Telephone:	03 8390 1191
Fax:	03 8390 1192
Email:	info@hillsideconveyancing.com.au

Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	11612	Folio	117	230	714611P
Volume		Folio			

or

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address The address of the land	147 TESSELAAR Road Epping VIC 3076
Goods sold with the land General condition 2.3(f). List or attach schedule.	

Payment (general condition 11)

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	\$0.00

GST (general condition 13)

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

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

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If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box

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Settlement (general condition 10)

Is due on:
dd/mm/yyyy

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

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

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

Terms contract (general condition 23)

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

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

INFORMATION ONLY

Special conditions

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

Contract of sale of real estate—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

INFORMATION ONLY

Contract of sale of real estate—general conditions

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

Title

1. Encumbrances

1.1 The purchaser buys the property subject to:

- a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- b) any reservations in the crown grant; and
- c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

The vendor warrants that the vendor:

- a) has, or by the due date for settlement will have, the right to sell the land; and
- b) is under no legal disability; and
- c) is in possession of the land, either personally or through a tenant; and
- d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.3 The vendor further warrants that the vendor has no knowledge of any of the following:

- a) public rights of way over the land;
- b) easements over the land;
- c) lease or other possessory agreement affecting the land;
- d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:

- a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.6 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

- a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:

- a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives:

- a) a release from the secured party releasing the property from the security interest; or

- b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- a) that:
 - i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- a) 21 days have elapsed since the day of sale; and
 - b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- a) to the vendor's licensed estate agent; or
 - b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- a) must not exceed 10% of the price; and
- b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- a) in cash; or
- b) by cheque drawn on an authorised deposit-taking institution; or
- c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if :

- a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - i) there are no debts secured against the property; or
 - ii) if there are any debts, the total amount of those debts 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.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- c) if the particulars of sale specify that the supply made under this contract is 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.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- a) the parties agree that this contract is for the supply of a going concern; and
- b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
- b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- a) immediately applied for the loan; and
- b) did everything reasonably required to obtain approval of the loan; and
- c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by:

- a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

- a) personally; or
- b) by pre-paid post; or
- c) In any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

- b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

Default

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

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.....)

Special Conditions

Instructions: it is recommended that when adding special conditions:

In these special conditions the following terms have the following meanings:

1. Definitions

"Approvals" means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in connection with the development of the Site.

"Authority" means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

"Business Day" means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

"Contract" means this contract of sale and includes all enclosure and annexures. "Claim" means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), Loss, expenses and debts or liability of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

"Deposit" means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

"General Conditions" are the conditions set out in Part 2 of this Contract and being Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008 (Vic)*.

"Loss" means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceedings, summons, demand, notice, damage, death, personal injury, suit, judgement, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) Liabilities on account of any tax of any nature whatsoever;
- (b) Interest and other amounts payable to third parties;
- (c) Legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
- (d) Amounts paid in settlement of any claim or action; and
- (e) Consequential loss and damage (irrespective of its nature or occurrence).

"Outgoings" means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property, but excludes any supplementary rates or taxes or other such rates assessment in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.

"Planning Scheme" means the Whitehouse Planning Scheme.

"Property" means the property sold pursuant to this Contract. The terms Land, Site and Property, are used intermittently throughout these Special Conditions; however, they all mean the property sold pursuant to this Contract.

"Property Controls" means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme and any planning permit.

“Purchaser’s Rights” means:

- (a) Claiming compensation
 - (b) Rescinding or purporting to rescind;
 - (c) Calling the Vendor amend title or bear any cost of doing so;
 - (d) Delaying settlement;
 - (e) Avoiding any of its obligations; and
 - (f) Making any other Claims,
- under or in connection with this Contract.

“Settlement Date” means the date on which the balance of the price must be paid by the Purchaser to the Vendor.

“Vendor’s Agent” means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale, or any other party nominated by the Vendor.

“Vendor’s Statement” means a statement made under section 32 of the *Sale of Land Act* 1962 (Vic), a copy of which is attached.

1.2 Interpretation

In this Contract:

1.2.1 a reference to:

- (a) any legislation or legislative provision include any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular include the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party’s executors, administrators, successors and permitted assigns; and
- (l) a condition, annexure or schedule is a reference to a condition, annexure of schedule of this Contract.

1.2.2 the words “including” or “includes” are not to be construed as words of limitation.

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and

1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

1.3 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.

1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and endure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.5 If an act must be done on a specific day, which is not a Business day, the act must be done on the Business Day immediately after that specified day.

1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down only to the extent necessary to ensure that is not illegal, invalid, void, voidable or unenforceable.

1.7 If it is not possible to read down a provision as required in special conditions 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision of the other provisions in this Contract

2. Acceptance of title

General condition 12.4 is added:

1. 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.

3. Electronic conveyancing

EC

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

3.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

3.3 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*.

3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

3.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

3.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

3.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

3.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

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

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

3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

4. 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. The Purchaser shall not requisition, object or claim compensation or delay settlement in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.

5. 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.

6. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser is 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.

7. Deposit

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

8.

Guarantee

If a company purchases the property:

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

9.

Payment

The purchaser must pay bank fees on up to six bank cheques at settlement; the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

Land Description

10.

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

11.

Default

Should the Purchaser default in payment of any of the purchase moneys herein then the purchaser will pay penalty interest on such outstanding moneys at the rate of sixteen percent (16%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General condition 26 does not apply to this contract.

11.1 The Purchaser acknowledges that:-

- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
- b. the losses and expenses described in Special Condition 12.1a. are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 25 of this Contract.

11.2 The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Stamps Act 1958 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.

11.3 The Purchaser agrees that a reasonably foreseeable loss under this contract includes any one or more of the following:

- a. the cost of obtaining bridging finance to complete the vendor's purchase of another property, including interest, legal costs, duty and other costs of or incidental to such bridging finance;
- b. interest and bank charges payable by the vendor under any existing loan or mortgage on the property hereby sold calculated from the due date of settlement;

c. any moving and storage expenses incurred by the vendor as and from the due date of settlement of the property hereby sold;

d. legal costs and expenses of the vendor on a representative and own client basis;

e. where the vendor is purchasing another property ("the vendors purchase") – all interest, expenses and legal costs payable to the vendor in respect of the vendor's purchase, arising from or in consequence of the default in payment of any moneys payable under this contract by the purchaser or owing to any breach of or failure by the purchaser to observe any of the terms and conditions of this contract..

12. Existing Services and Utilities

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

13. RATES CERTIFICATES

The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

14. CONDITION OF LAND

The Purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

General Conditions 24.2, 24.5 and 24.6 do not apply to this Contract.

15. STATEMENT OF ADJUSTMENTS

Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to the Vendors representative of \$250.00 for the delay in receiving the Statement of Adjustments.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

16. EXTENSION FOR FIANNACE AND DEPOSIT

If the Purchaser request for a variation to the contract for an extension of the fiannace approval date and/or payment of the deposit monies due under the contract, the purchaser acknowledges that he/she must attend to the Vendor's representative (at and as condition of Settlement) legal costs of \$220.00 plus GST for each request.

17. RE-SCHEDULING OF SETTLEMENT

If settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or a later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's representative (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$440(including GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

18. NOMINATION

If the named Purchaser chooses to nominate a substitute or additional Purchaser the named Purchaser

shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

(a) If the nominated Purchaser or one of more of them is an incorporated body then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.

(b) Execute any other documents required by the Vendor's representative including a new Contract of Sale.

(c) The costs of such nomination are fixed at \$330.00 plus GST are acceptable by the Nominated Purchaser as being reasonable and shall be payable by the Nominated purchaser to the vendors' representative upon nomination by the purchaser.

19. GST Withholding

18.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

18.2 This special condition 5 applies if the purchaser is 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 special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.

18.3 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.

18.4 The purchaser must: 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 special condition; and ensure that the representative does so.

18.5 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 special 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 special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

18.6 The representative is taken to have complied with the requirements of special condition 5.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

18.7 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 settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7 the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

18.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

18.9 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.

18.10 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.

18.11 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 the vendor's failure, including breach of a warranty in special condition 5.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

18.12 This special condition will not merge on settlement.

19. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

20 Special Condition – Building Report

2. General Condition 21.2 has been amended by replacing the words “14 days” with the words “7 days”.

21 Special Condition – Pest Report

3. General Condition 22.2 has been amended by replacing the words “14 days” with the words “7 days”

22 AUCTION (THIS SPECIAL CONDITION WILL APPLY IF THE PROPERTY IS OFFERED FOR SALE BY PUBLIC AUCTION)

The property is offered for sale by public auction, subject to the vendor’s reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

Vendor/supplier GST withholding notice

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

The Purchaser/recipient 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.

Vendor: KRISHAN BANDARA WICKRAMASINGHE KIRINDE and MADHUSHANI HEENKENDA

Purchaser :

LAND DESCRIPTION

VOLUME 11612 FOLIO 117

Lot 230 on Plan of Subdivision 714611P.

Address

147 TESSELAAR ROAD EPPING VIC 3076

SECTION 32

STATEMENT

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

Vendor: KRISHAN BANDARA WICKRAMASINGHE KIRINDE and MADHUSHANI HEENKENDA

Property: 147 Tesselaar Road Epping VIC 3076

VENDORS REPRESENTATIVE

Hillside Property Conveyancing

PO Box 303
DEER PARK VIC 3023

Tel: 03 8390 1191

Fax: 03 8390 1192

Email: info@hillsideconveyancing.com.au

Ref: ZD-25/10773

32A FINANCIAL MATTERS

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

Their total does not exceed \$ 5000.00

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

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

Commercial and Industrial Property Tax Reform Act (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 notices or property clearance certificate or is as follows AVPCC No.

is the land tax reform scheme land within the meaning of the CIPT Act? Yes No

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 certificate or is as follows Date:
OR
Not applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

SECTION 32 STATEMENT
147 TESSELAAR ROAD EPPING VIC 3076

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: City of Whittlesea
Responsible Authority: Yarra Valley water
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected

SECTION 32 STATEMENT
147 TESSELAAR ROAD EPPING VIC 3076

Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

32I **TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

32K . 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.

32L. SWIMMING POOLS In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in Particular Regulation 5.13 requiring provision of barriers to restrict access by some children to the swimming pool within 30 days after: (a) In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of Land Act (Vic) 1962 the date of completion of the Contract: and (b) In the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the Contract.

32M . SELF CONTAINED SMOKE ALARMS Since February 1997 all dwellings (as described under the regulations) will be required to have smoke detectors installed by January 31 1999 or if the property is sold any time prior to January 31 1999 then compliance must occur within thirty days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia (BCA) clause E1.7 and regulation 5.14 of the Building (Amendment) Regulations 1996. these provisions require self contained smoke alarms that comply with AS3786. If apply then it shall become the Purchaser's responsibility.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

KRISHAN BANDARA WICKRAMASINGHE KIRINDE and MADHUSHANI HEENKENDA

Signature/s of the Vendor

SECTION 32 STATEMENT
147 TESSELAAR ROAD EPPING VIC 3076

x

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

DATE OF THIS ACKNOWLEDGMENT / /20

Name of the Purchaser

Signature/s of the Purchaser

x

INFORMATION ONLY

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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

VOLUME 11612 FOLIO 117

Security no : 124127472250K
Produced 26/08/2025 10:44 AM

LAND DESCRIPTION

Lot 230 on Plan of Subdivision 714611P.
PARENT TITLE Volume 11612 Folio 082
Created by instrument PS714611P 13/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KRISHAN BANDARA WICKRAMASINGHE KIRINDE
MADHUSHANI HEENKENDA both of 1 /7 WARDERS WALK COBURG VIC 3058
AM440938D 29/12/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM440939B 29/12/2015
COMMONWEALTH BANK OF AUSTRALIA

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
AE961576A 20/03/2007

DIAGRAM LOCATION

SEE PS714611P 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: 147 TESSELAAR ROAD EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA



Effective from 23/10/2016

DOCUMENT END

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AE961576A



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

Lodged by:

Name: Deacons
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: 2613954
Customer Code: 1724X

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

Land: Certificates of Title Volume 10817 Folio 860 and
Volume 10908 Folio 232

Authority or council: Whittlesea City of Ferres Boulevard, South Morang

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

A copy of the agreement is attached to this application

Date: 14/3/7

Signed: *x [Signature]*

Name: DAVID TURNBULL

Office held: CHIEF EXECUTIVE OFFICER



Deacons

Dated *14 March 2007*

Section 173 Agreement

Parties

Whittlesea City Council

Urban Land Developments Pty Ltd
ACN 006 813 038

Victorian Urban Development Authority

Contact

Tamara Brezzi
Senior Associate
RACV Tower, 485 Bourke Street, Melbourne VIC 3000
Telephone: +61 (0)3 8686 6226
Email: tamara.brezzi@deacons.com.au
Website: www.deacons.com.au
Our ref: 2613954

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St



THIS AGREEMENT is made the /4 day of *March* 2007 pursuant to Section 173 of the *Planning and Environment Act 1987* (the "Act")

PARTIES:

WHITTLESEA CITY COUNCIL
of, in the State of Victoria
("Council")

AND

URBAN LAND DEVELOPMENTS PTY LTD (ACN 006 813 038)
of Level 2, 479 St Kilda Road, Melbourne in the State of Victoria
("ULD")

AND

VICTORIAN URBAN DEVELOPMENT AUTHORITY
of Level 12, 700 Collins Street, Docklands in the State of Victoria
("VicUrban")

RECITALS:

- A. Council is the planning authority for Amendment C41 to the Whittlesea Planning Scheme (the "**Amendment**") and the responsible authority that is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. ULD is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificates of Title Volume 10817 Folio 860 being Lot 1 on PS522187U and Volume 10908 Folio 232 being Lot 2 on PS518236H (the "**ULD Land**").
- C. The ULD Land is subject to Mortgages AD434233H and AE059531F in favour of St George Bank Limited (the "**Mortgagee**"). The Mortgagee has consented to the Owner entering into this Agreement.
- D. The ULD Land is part of the Epping North Growth Area and is to be developed together with other land for urban purposes in accordance with the Epping North Strategy Plan.
- E. VicUrban is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of that part of Lot 1 on PS518235K which extends 200 metres south of the boundary between the VicUrban Land and the ULD Land (the "**VicUrban Land**").

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- F. The Amendment proposes the rezoning of the ULD Land and other land included in the Amendment to a Comprehensive Development Zone and applies a Development Plan Overlay to all of the land affected by the Amendment.
- G. ULD made a submission dated August 2006 to the public exhibition of the Amendment which was referred to an independent panel appointed by the Minister pursuant to Part 8 of the Act.
- H. The Amendment does not propose either:
 - (1) the introduction of a Development Contributions Plan Overlay; or
 - (2) the approval of a development plan pursuant to the Development Plan Overlay proposed by the Amendment.
- I. ADP2 has been prepared by VicUrban as an indicative development plan reflecting the likely form of the development plan to be approved by Council following the gazettal of the Amendment.
- J. As part of ADP2 an indicative development contributions plan dated December 2006 has been prepared to show the likely apportionment of costs for infrastructure affected by the Amendment.
- K. Insofar as ADP2 affects the ULD Land it shows inter alia:
 - (1) part of the ULD Land dedicated to the provision of two soccer pitches side by side in an east west configuration as shown on page 46 of ADP2; and
 - (2) the amount of development contributions payable by ULD based upon the apportionment contained in the indicative development contributions plan;
- L. ULD's submission to the Amendment queries the content of ADP2 and the indicative development contributions plan;
- M. By entering into this Agreement, ULD waives its right to make submissions concerning the content of the Amendment.
- N. This Agreement is entered into for the purposes of:
 - (1) resolving the matters raised by ULD in its submission to the Amendment; and
 - (2) to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme.

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IT IS AGREED

1. Definitions

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

- (1) the **"Act"** means the Planning and Environment Act 1987;
- (2) **"ADP2"** means the indicative development plan which shows the likely form of the development plan to be approved by Council following gazettal of the Amendment.
- (3) **"Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (4) **"Council"** means Whittlesea City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (5) **"Excess Land"** means land with a maximum dimension of 2 metres in width and which extends in length from the north boundary to the south boundary of the ULD land and which Council determines to be excess to its requirements in respect of the construction of Scanlon Drive.
- (6) **"First Carriageway"** means construction of that part of the ultimate cross section of Scanlon Drive to facilitate two way traffic flow prior to its duplication by others. This will generally comprise a 7.8 metre wide road pavement and associated drainage, public lighting and a footpath;
- (7) **"Mortgagee"** means the person described in Recital C.
- (8) **"Planning Scheme"** means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the ULD Land and the VicUrban Land;
- (9) **"Road A"** means the road marked 'Road A' on the plan attached at Schedule 1 of this Agreement and which is located on the VicUrban Land;
- (10) **"Road B"** means the road marked 'Road B' on the plan attached at Schedule 1 of this Agreement and which is located on the ULD Land;

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- (11) **"Scanlon Drive"** means the land shown as a "Scanlon Drive proposed alignment" to the east of the ULD Land on the plan attached at Schedule 1 of this Agreement;
- (12) **"Soccer Pitch Land"** means the land marked "proposed reserve" on the plan attached at Schedule 1 of this Agreement;
- (13) **"ULD"** 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 ULD Land or any part of it and includes a Mortgagee in possession;
- (14) **"ULD Land"** means the land described in Recital B;
- (15) **"VicUrban Land"** means the land described in Recital E.

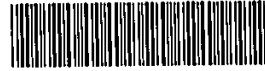
2. Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.
- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.

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- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific Obligations of the parties concerning the Soccer Pitch Land

The Owner agrees that subject to clause 3(1), upon receipt of written notice from Council of its approval of final engineering plans and specifications in respect of the construction of Scanlon Drive, ULD will:

- (1) transfer Scanlon Drive to Council at no cost to Council or vest Scanlon Drive in Council by showing it as a road reserve on a plan of subdivision at no cost to Council other than as described in clause 10 within 60 days of the date of the said notice; and
- (2) transfer the Soccer Pitch Land to Council or vest the Soccer Pitch Land in Council by showing it as a public open space reserve on a plan of subdivision at no cost to Council other than as described in clause 10 within 60 days of the date of the said notice.

4. Specific Obligations of the parties concerning Scanlon Drive

The parties agree that:

- (1) if Council determines that it does not require the Excess Land for the purposes of constructing Scanlon Drive, Council will either:
 - (a) realign the soccer pitches and the associated land 2 metres to the east and transfer to the Owner the Excess Land between the Soccer Pitch Land and the ULD Land west of the Soccer Pitch Land at no cost to ULD other than as described in clause 10; or
 - (b) if the Soccer Pitch Land and Scanlon Drive has not yet been transferred to Council in accordance with clause 3, ULD will immediately transfer to or vest in Council the Soccer Pitch Land and Scanlon Drive less a strip off the west side of the Soccer Pitch Land no more than 2 metres wide to Council at no cost to Council other than as described in clause 10.
- (2) Despite clauses 4(1)(a) and 4(1)(b) the parties may agree to realign the soccer pitches and the associated 2 metres to the west



and proceed to transfer or vest the Excess Land accordingly pursuant to clauses 4(1)(a) and 4(1)(b) as the case may be.

- (3) ULD will either:
 - (a) construct the First Carriageway of Scanlon Drive at its cost in every respect; or
 - (b) pay the actual cost of constructing the First Carriageway of Scanlon Drive to the party that constructs Scanlon Drive immediately upon being provided with a Tax Invoice for those costs.

5. Specific Obligations of the parties concerning Road A

The parties agree that:

- 5.1 ULD will construct Road A at its own cost if:
 - (1) ULD intends to proceed with physical works upon the ULD Land before VicUrban commences development upon the VicUrban Land; and
 - (2) ULD gives notice of its intention to proceed in accordance with clause 5.1(1) in writing to VicUrban and Council.
- 5.2 VicUrban agrees to provide access to the VicUrban Land to ULD, its servants and agents for the purposes of constructing Road A in accordance with clause 5.1 upon receiving a notice in writing from ULD that it intends to proceed with the physical works on the ULD Land.
- 5.3 If Clause 5.1 applies:
 - (1) ULD agrees to indemnify, and keep indemnified, VicUrban in respect of all liability which may arise in respect of any accident, damage or injury occurring to any person or property as a result of, or in connection with, the construction of Road A on the VicUrban Land; and
 - (2) ULD will, at no cost to VicUrban, obtain all permits, consents and approvals necessary for the construction of Road A.
- 5.4 VicUrban will construct Road A at its cost if it commences development of the VicUrban Land either:
 - (1) before ULD commences development of the ULD Land; or
 - (2) at the same time as ULD commences development of the ULD Land.

5.5 For the purposes of clause 5.4, VicUrban shall "commence development" on the date upon which a statement of compliance is issued under the Subdivision Act 1988 in respect of a plan of subdivision which includes the VicUrban Land.

5.6 Road A will be constructed within a maximum road reserve width of 16m, consistent with any approved development plan for the land and to a standard to the satisfaction of Council.

6. Specific Obligations of the parties concerning Road B

Council and VicUrban agree that they will not require the width of any road reserve on the western boundary of the Soccer Pitch Land to be greater than 12 metres in width.

7. Specific Obligations of the parties concerning Development Contributions

7.1 In consideration of ULD:

- (1) waiving its legal right to make submissions to the Panel; and
- (2) transferring the Soccer Pitch Land and Scanlon Drive to Council,

Council agrees that:

- (3) ULD has satisfied its obligations under the proposed development contributions plan to pay development levies and transfer active open space to Council;
- (4) Subject to clause 7.2, ULD will not be required to make any further contribution of any kind (including, but not limited to, development contributions or public open space contributions by way of land or cash-in-lieu payment) upon the subdivision and/or development of the ULD Land; and
- (5) it will not propose, exhibit or adopt any future amendment to the Planning Scheme concerning development contributions that is inconsistent with this Agreement.

7.2 The parties agree that ULD will construct the local infrastructure on the ULD Land that is necessary as a consequence of the development of the ULD Land including drainage, telecommunications conduits, stormwater and local roads.



8. Specific Obligations of the parties concerning future approvals for the ULD Land

8.1 Subject to clause 16.7 of this Agreement Council agrees that it will not approve any document or impose any requirement upon any future approval required under the Act or the Planning Scheme which is in any way inconsistent with this Agreement.

9. Further Obligations of ULD and VicUrban

ULD and VicUrban agree that:

9.1 Notice and Registration

ULD and VicUrban must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the ULD Land and the VicUrban Land respectively.

9.2 Mortgagee to be Bound

ULD and VicUrban covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the ULD Land and the VicUrban Land respectively.

9.3 Registration of Agreement

ULD and VicUrban will do all things necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificates of Title to the ULD Land and the VicUrban Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

10. Each party to bear own costs

Each party agrees that it will bear its own costs of and incidental to the preparation, execution and registration of this Agreement and the transfer of the Soccer Pitch Land, Scanlon Drive and the Excess Land.

11. Further Assurance

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

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12. Agreement under Section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and specifies conditions pursuant to which the ULD Land may be used or developed for specified purposes.

13. Agreement Runs with the ULD Land and VicUrban Land

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

14. Planning Objectives

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

15. Successors in Title

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

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

16. General Matters

16.1 Service of Notice

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

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



16.2 Time of Service

A notice or other communication is deemed served:

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

16.3 No Waiver

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

16.4 Jurisdiction

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

16.5 Severability

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

16.6 Disputes

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



in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 16.2(1) and 16.2(2). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

16.7 No Fettering of Responsible Authority's Powers

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

17. Commencement of Agreement

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

18. Amendment

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

19. Ending of Agreement

- 19.1 This Agreement will end once clauses 3, 4, 5, 6, 7 and 8 have been satisfied.
- 19.2 Once this Agreement ends, the Responsible Authority will, as soon as practicable following a request from ULD in respect of the ULD Land or VicUrban in respect of the VicUrban Land and at the cost of the ULD and VicUrban respectively, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

20. Goods and services tax

- 20.1 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.
- 20.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 20.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 20.4 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.
- 20.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 20.3.

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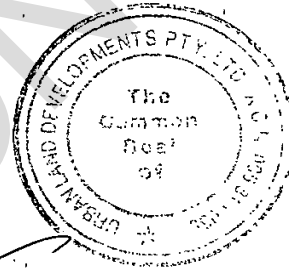
IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of:)
)
)
)

[Handwritten signature]

Delegate

The common seal of Urban Land Developments Pty Ltd ACN 006 813 038 was affixed in accordance with its constitution in the presence of:



[Handwritten signature]

Director/company secretary

[Handwritten signature]

Director

POCER LAW HUTCHINS

Name of director/company secretary (BLOCK LETTERS)

Ross Closter

Name of director (BLOCK LETTERS)

Executed for and on behalf of VicUrban:

[Handwritten signature]

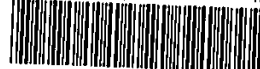
Signature of General Manager – Project Planning and Design

MARK ANTON

Name of General Manager – Project Planning and Design (print)

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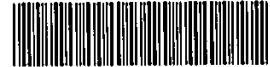
Schedule 1

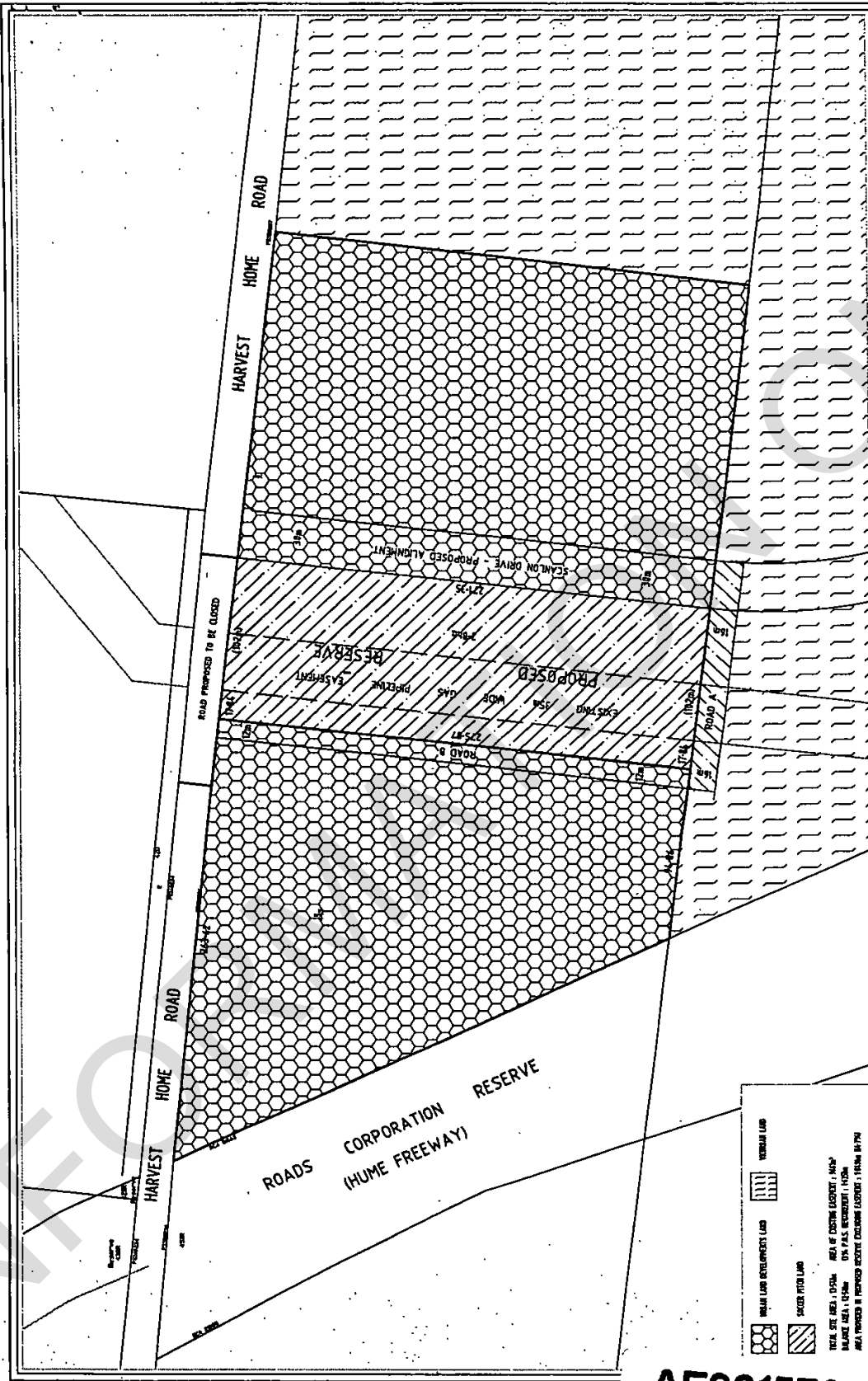
Plan marked "Proposed Subdivision, Lot 2 on PS518236H & Lot 1 on PS522187U, 397-445 Harvest Home Road, Epping, Drawing No 12772T1 Version 4, 14/2/2007" and prepared by Millar Merrigan Pty Ltd Land Development Consultants

INFORMATION ONLY

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VERANDAH LAND
 RURAL LAND DEVELOPMENT LAND
 ROCKS FOR LAND

TOTAL SITE AREA: 13.54ha
 AREA OF EXISTING LOTSEY: 1.85P
 MARKET AREA: 13.54ha
 AREA PROPOSED IN PROPOSED RESERVE: 1.85P

DESIGNED	SCALE 1:500
DRAWN	SHEET 1 OF 1
CHECKED	DRAWING NO. 12773T1
REVISED	VERSION: 1.0/2/07
<p>PROPOSED SUBDIVISION LOT 2 ON P551826H & LOT 1 ON P552187U 397-445 HARVEST HOME ROAD EPPING CITY OF WHITLESEA</p>	
<p>AMC ZONE 55</p>	
<p>NOTES: REVISIONS REFER TO SHEET 1 OF 1 ONLY. THIS PLAN IS SUBJECT TO THE APPROVAL OF RELEVANT STATUTORY AUTHORITIES. PROPERTY BOUNDARIES AND CONTIGUOUS LOTSEY ARE DERIVED FROM THE METRE PROPERTY AND SURVEY INFORMATION SUPPLIED TO THE CITY OF WHITLESEA UNDER LICENSE AGREEMENT FROM LAND SERVICES. THE ACCURACY OF THIS INFORMATION REPRESENTS DOES NOT BEAR WARRANTY BY THIS OFFICE. CURRENT METRE NETWORK: 1 METRE.</p>	
<p>TOTAL SITE AREA: 13.54ha NO. OF LOTS: DENSITY: AVERAGE LOT AREA: LEGNTHS ARE METRES</p>	
<p>ROBSON & ASSOCIATES PTY. LTD. 1/200 404 041 041 CIVIL ENGINEERING PROJECT MANAGEMENT</p>	

AE961576A
 20/03/2007 \$94.60 173

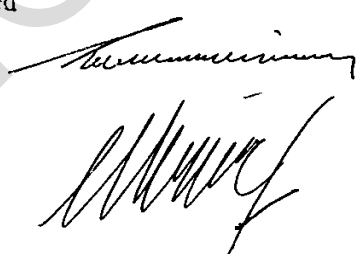
Mortgagee's consent

St George Bank Limited as Mortgagee of registered Mortgage No. AD434233H and AE059531F consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by mortgagee:

EXECUTED in Victoria by ST.GEORGE BANK LIMITED (ACN 055 513 070) by being signed sealed and delivered by its Attorneys

LENG LIM
.....
MANAGER SECURITIES
PHIL WOOD
.....
SENIOR RELATIONSHIP MANAGER



pursuant to Power of Attorney dated 2nd October 1997, a certified copy of which is filed in Permanent Order Book No. 277 at Page 13 Item 3.

AE961576A
20/03/2007 \$94.60 173

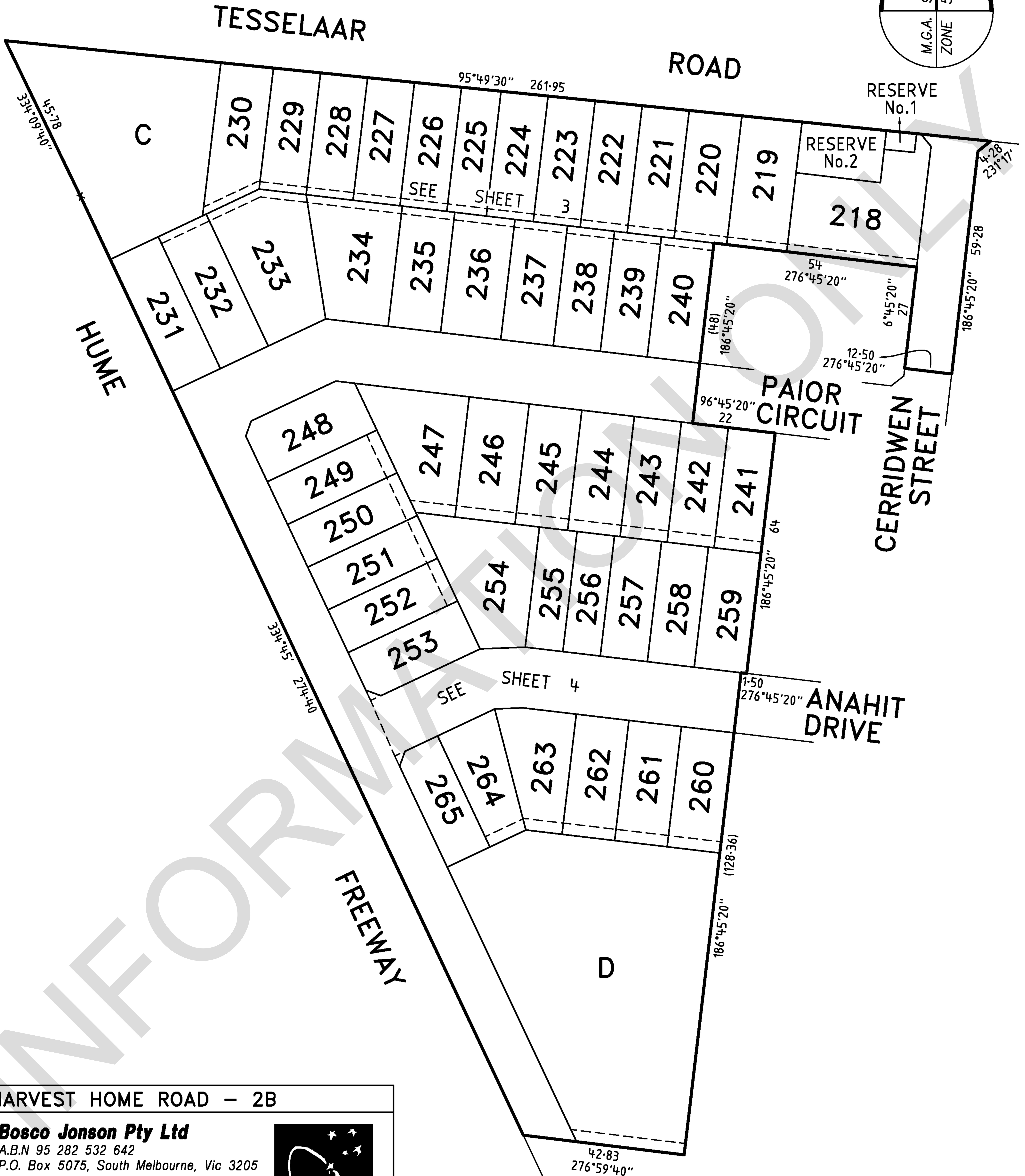
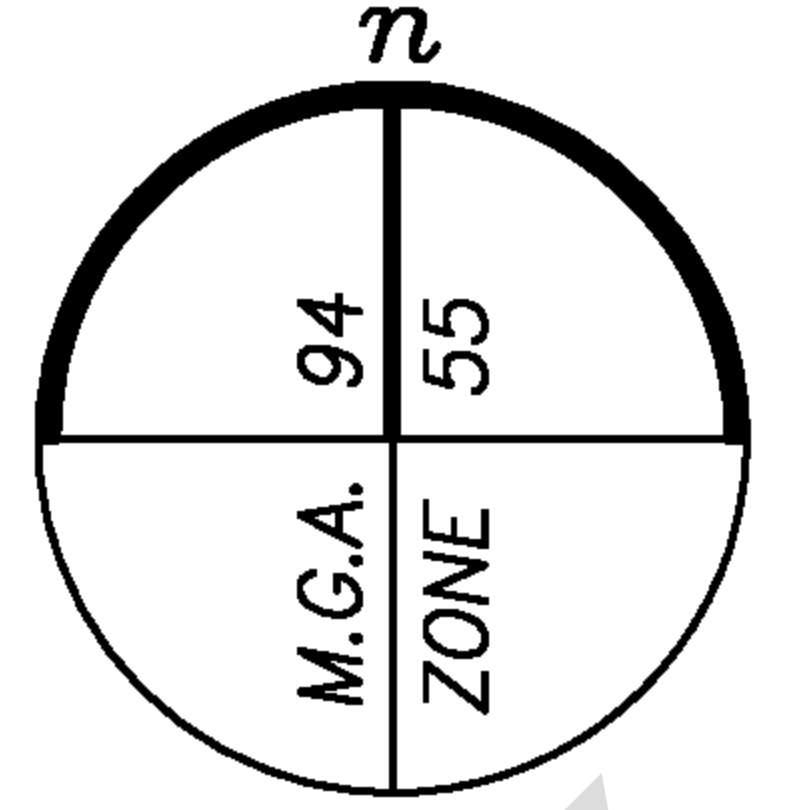

Signed by Council: Whittlesea City Council, Council Ref: 608301, Original Certification: 24/06/2014, S.O.C.: 27/10/2015

PLAN OF SUBDIVISION		LV use only EDITION 1	Plan Number PS 714611P
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 1 (PART) & 2 (PART) Title Reference: VOL. 11612 FOL. 082 Last Plan Reference: LOT A ON PS714610R Postal Address: HARVEST HOME ROAD (at time of subdivision) EPPING 3076 MGA 94 Co-ordinates E 322880 Zone: 55 (of approx. centre of land in plan) N 5834400		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. 712542 Depth Limitation DOES NOT APPLY Survey This plan is/ is not based on survey vide BP2535M This survey has been connected to permanent marks no(s) 7, 22, 38 & 123 In Proclaimed Survey Area No. - AREA OF LAND SUBDIVIDED - 3.605ha LOTS 1 TO 217 (BOTH INCLUSIVE) AND LOTS A AND B HAVE BEEN OMITTED FROM THIS PLAN	
ROAD R1 RESERVE No.1 RESERVE No.2	WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD WHITTLESEA CITY COUNCIL		
OTHER PURPOSE OF PLAN REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-1 ON PS714610R (NOW CONTAINED IN CERRIDWEN STREET). GROUNDS FOR REMOVAL OF EASEMENT AGREEMENT BY ALL INTERESTED PARTIES			
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 Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
HARVEST HOME ROAD - 2B		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 27231223 28/04/14 VERSION K DWG 2723122AK	
48 LOTS AND BALANCE LOTS C & D			
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		Sheet 1 of 4 sheets Original sheet size A3	
		PLAN REGISTERED TIME: 11.02am DATE: 13 / 11 / 2015 HEATH RICHARDS Assistant Registrar of Titles	

PLAN OF SUBDIVISION

Plan Number

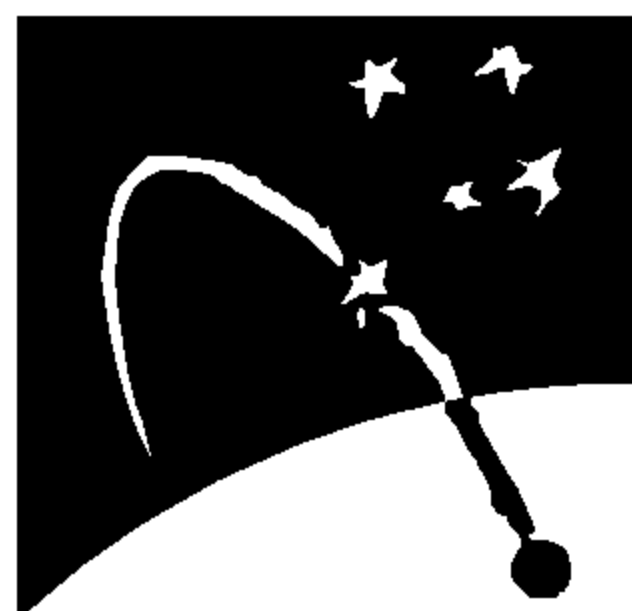
PS 714611P



HARVEST HOME ROAD - 2B

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
 1:1000 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

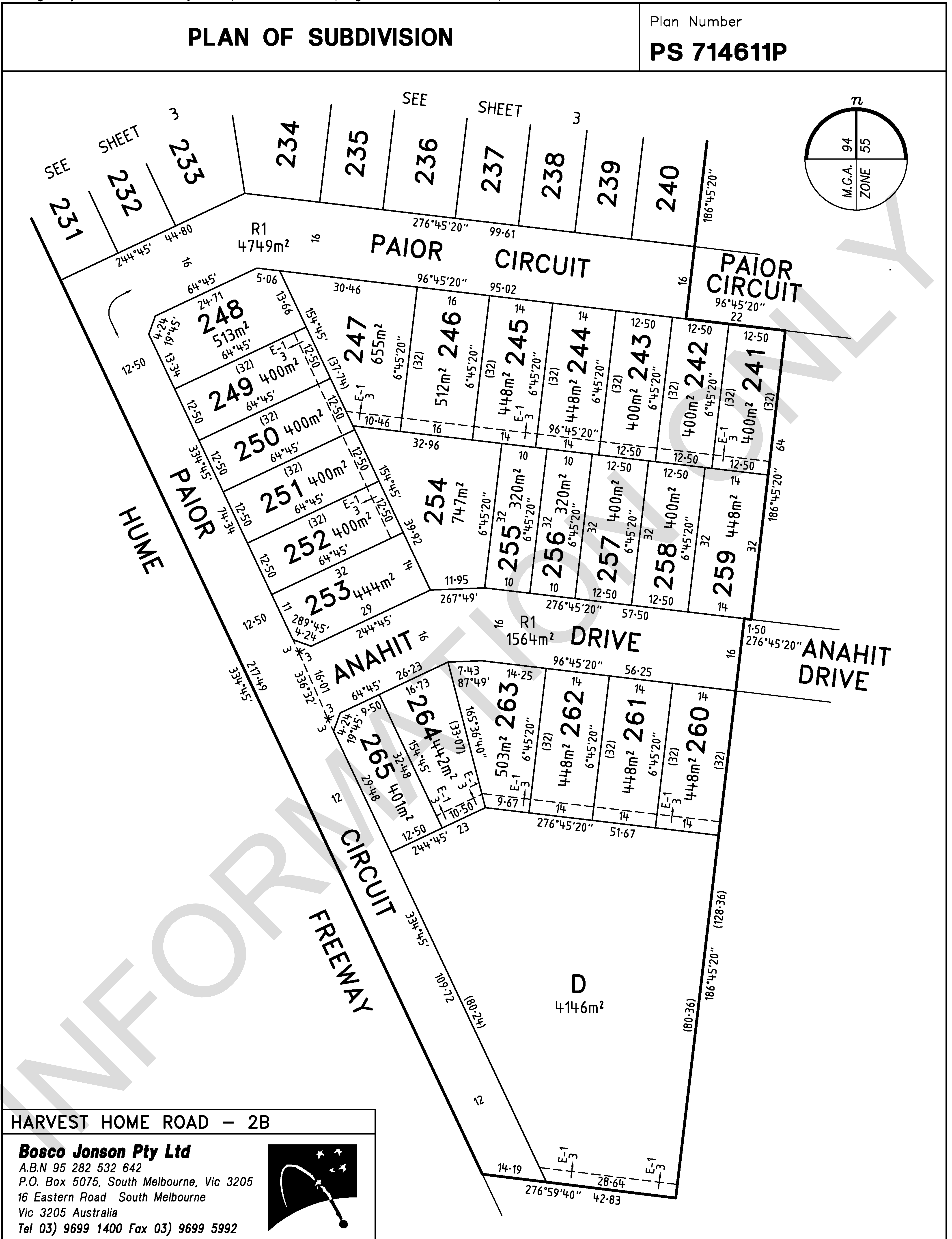
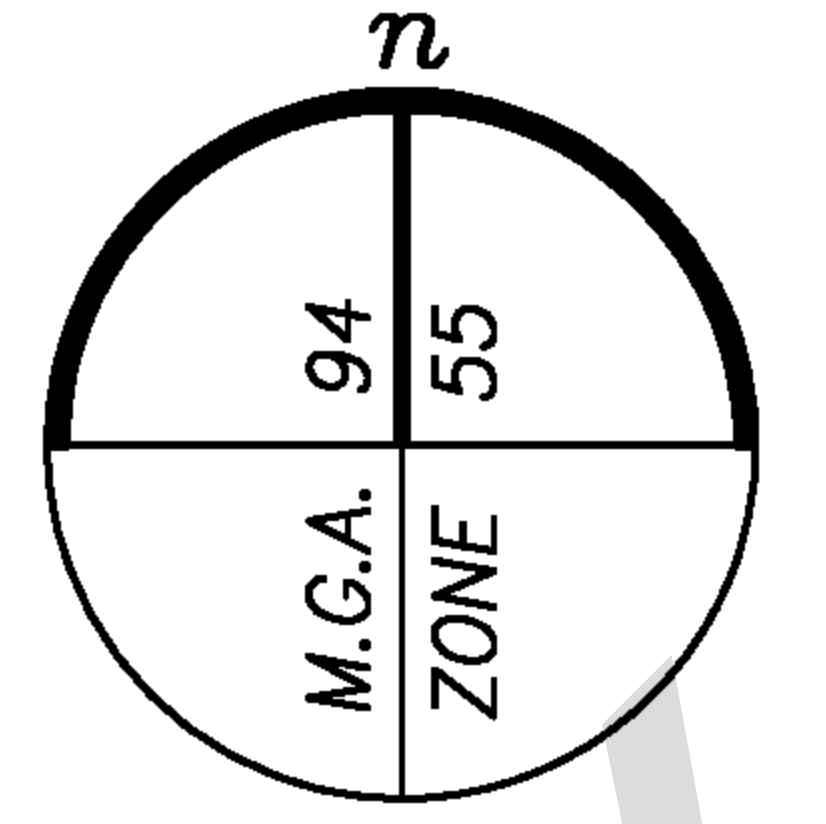
REF 27231223 28/04/14 VERSION K
 DWG 2723122AK

Sheet 2

PLAN OF SUBDIVISION

Plan Number

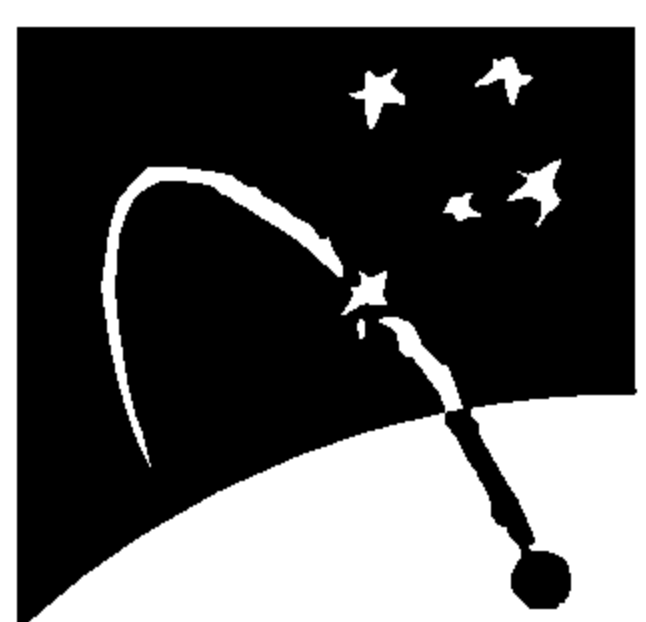
PS 714611P



HARVEST HOME ROAD - 2B

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
 1:750 A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 27231223 28/04/14 VERSION K
 DWG 2723122AK

Sheet 4

Plan of Subdivision PS714611P
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S032395A
Plan Number: PS714611P
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608301
Surveyor's Plan Version: K

Certification

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

Public Open Space

A requirement for public open space under section 18 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 27/10/2015)

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 24/06/2014

Signed by: Carolyn Joy Leatham (Whittlesea City Council) 24/06/2014

Your quarterly bill



Emailed to: KRISHANKIRINDE@YMAIL.COM
MR K KIRINDE & MRS M HEENKENDA
147 TESSELAAR RD
EPPING VIC 3076

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 82 6327 5765
Invoice number 8262 0516 72377
Issue date 7 Aug 2025
147 TESSELAAR RD
Property address EPPING
Property reference 5124489, LOT 230
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$344.68
Payment received thank you	-\$344.68
Balance carried forward	\$0.00
This bill	
Usage charges	\$211.27
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Total this bill (GST does not apply)	\$409.25
Total balance	\$409.25

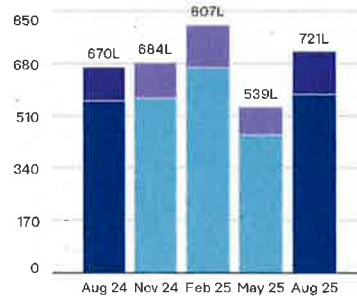
Recycled water is available.
It's not to be used for drinking, preparing food or bathing,
but it's great for watering gardens, washing clothes and
flushing toilets.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

- Water
- Recycled water

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay

Direct debit
Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: Yarra Valley Water
BSB: 033-885
Account number: 826360841

BPAY
Billier code: 344366
Ref: 826 3275 7652

CentrePAY
Use CentrePAY to arrange regular deductions from your CentreLink payments.
Visit yvwm.com.au/paying
CRN reference: 555 054 118T

Post Billpay
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Billier code: 3042
Ref: 8262 0516 72377

Credit Card
Online: yvwm.com.au/paying
Phone: 1300 362 332

MR K KIRINDE & MRS M HEENKENDA

Account number 82 6327 5765
Invoice number 8262 0516 72377
Total due **\$409.25**
Due date 28 Aug 2025
Amount paid \$



*3042 826205167237 7

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRAF08281 (Recycled Water)	291kL -	279kL =	12kL
From 12 May 2025 - 6 Aug 2025			(86 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
12 May 2025 - 30 Jun 2025	6 837kL x	\$1.9259 =	\$13.17
1 Jul 2025 - 6 Aug 2025	5 163kL x	\$1.9681 =	\$10.16
Total	12.000kL		\$23.33
Meter number	Current reading	Previous reading	Usage
YAF273208	1,684kL -	1,634kL =	50kL
From 12 May 2025 - 6 Aug 2025			(86 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
12/05/2025 - 30/06/2025			
Step 1 (0-440 litres per day)	21 560kL x	\$3.4342 =	\$74.04
Step 2 (441-880 litres per day)	6 928kL x	\$4.5059 =	\$31.22
01/07/2025 - 06/08/2025			
Step 1 (0-440 litres per day)	16 280kL x	\$3.5724 =	\$58.16
Step 2 (441-880 litres per day)	5 232kL x	\$4.6871 =	\$24.52
Total	50.000kL		\$187.94
Total usage charges			\$211.27

Price changes are effective from 1 July 2025

Your charges explained

- **Recycled water usage charge**
12 May 2025 - 6 August 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
12 May 2025 - 6 August 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2025 - 30 September 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2025 - 30 September 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 July 2025 - 30 September 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 July 2025 - 30 September 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	1327 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvw.com.au		廣東話	1300 921 362
🌐 yvw.com.au		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	03 9046 4173

Next meter reading:

Between 7-14 Nov 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

🔗 Learn more at yvw.com.au/performance

Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

🔗 Learn more at yvw.com.au/prices






Valuation and rates notice

For the period 1 July 2024 to 30 June 2025

Assessment number: **0946103**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 6E7367DA3F

K B Kirinde & M Heenkenda
147 Tesselaar Road
EPPING VIC 3076

Issue date: **31/07/2024**

Instalment 1

\$600.08

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$600.00**

Due By 30/11/2024

Instalment 3 **\$600.00**

Due By 28/02/2025

Instalment 4 **\$600.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,400.08**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

029

Property details 147 Tesselaar Road EPPING VIC 3076

LOT 230 PS 714611P

Owner: Kirinde Krishan Bandara Wickramasinghe & Heenkenda Madhushani

Ward : Ganbu Gulinj

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$450,000	\$800,000	\$40,000

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 40,000 x 0.04683579	\$1,873.43
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 800,000 x 0.00008700	\$69.60
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$2,400.08

Payments received after 15 July 2024 may not be included on this notice

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

How to pay

 whittlesea.vic.gov.au



 Phone 1300 301 185



 **Council Offices**
See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157
Ref: 0946103

BPAY this payment via internet or phone banking


FlexiPay

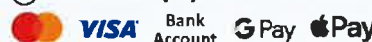


Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 9461032

Pay in person at any post office:

 131 816 or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 9461032



*350 9461032

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,873.43
Farm*	0.02810147	\$1,124.06

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📦 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

From www.planning.vic.gov.au at 26 August 2025 02:36 PM

PROPERTY DETAILS

Address: **147 TESSELAAR ROAD EPPING 3076**
 Lot and Plan Number: **Lot 230 PS714611**
 Standard Parcel Identifier (SPI): **230\PS714611**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **946103**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 D3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

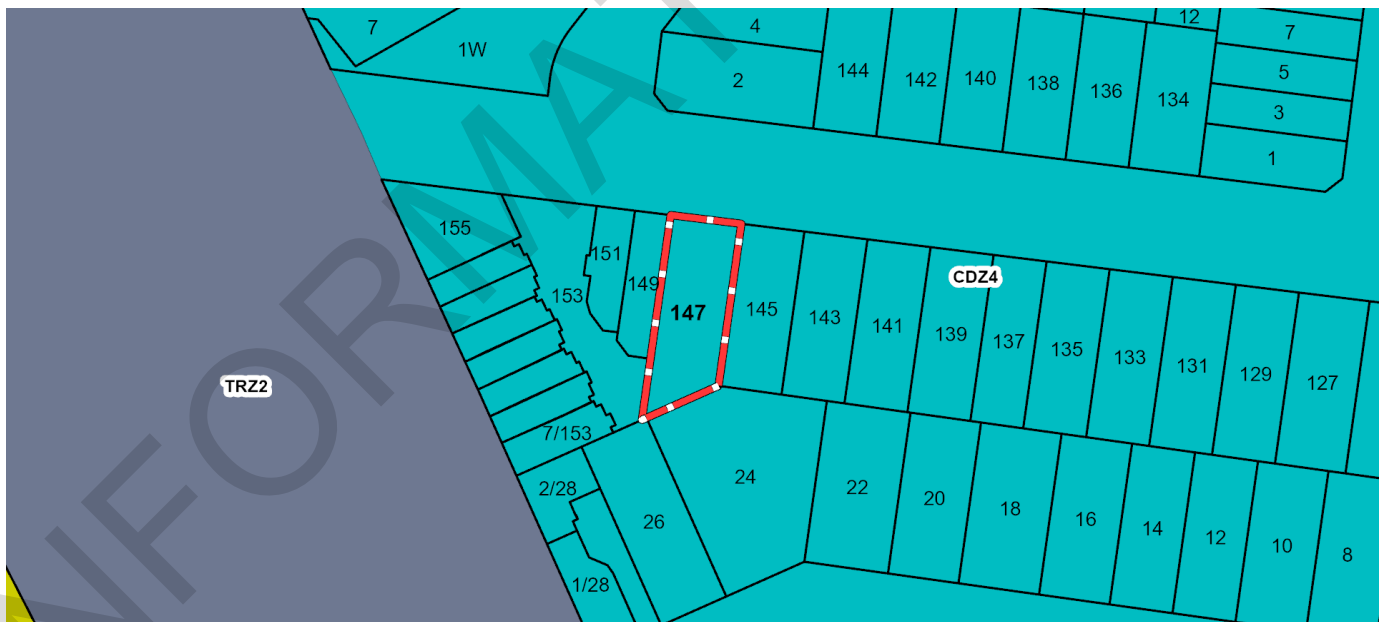
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



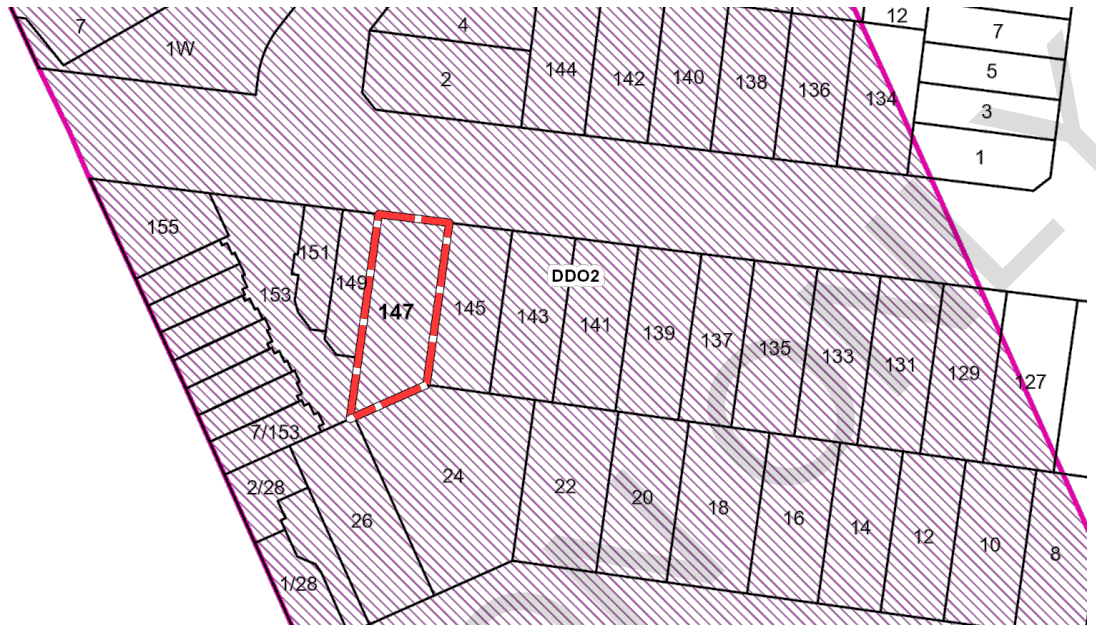
CDZ - Comprehensive Development
RCZ - Rural Conservation
TR22 - Principal Road Network

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

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)

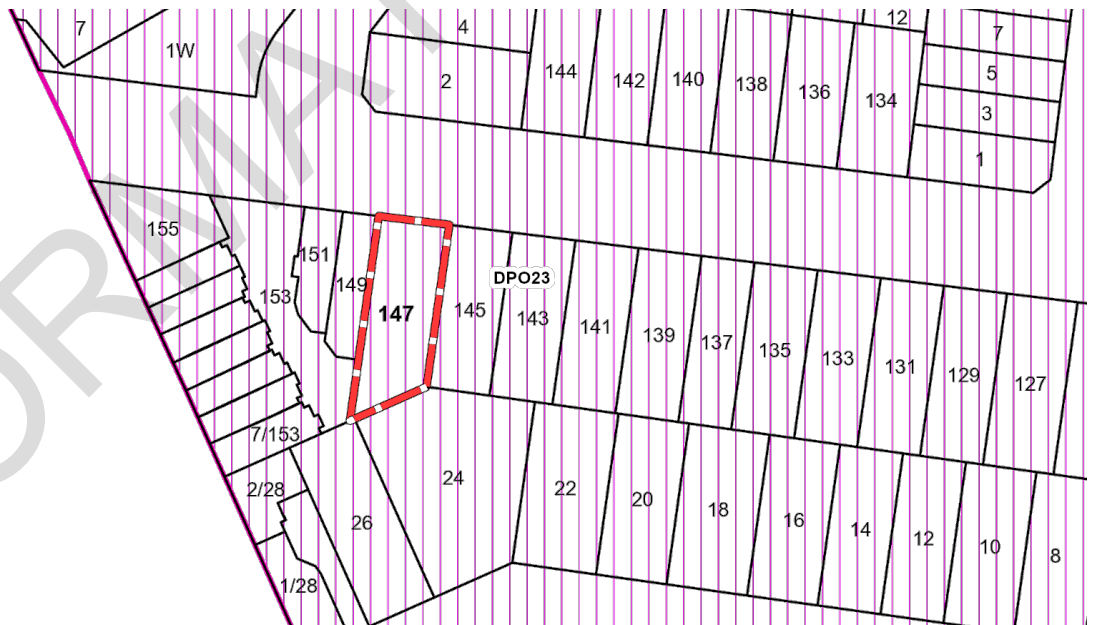


 **DDO - Design and Development Overlay**

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

[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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



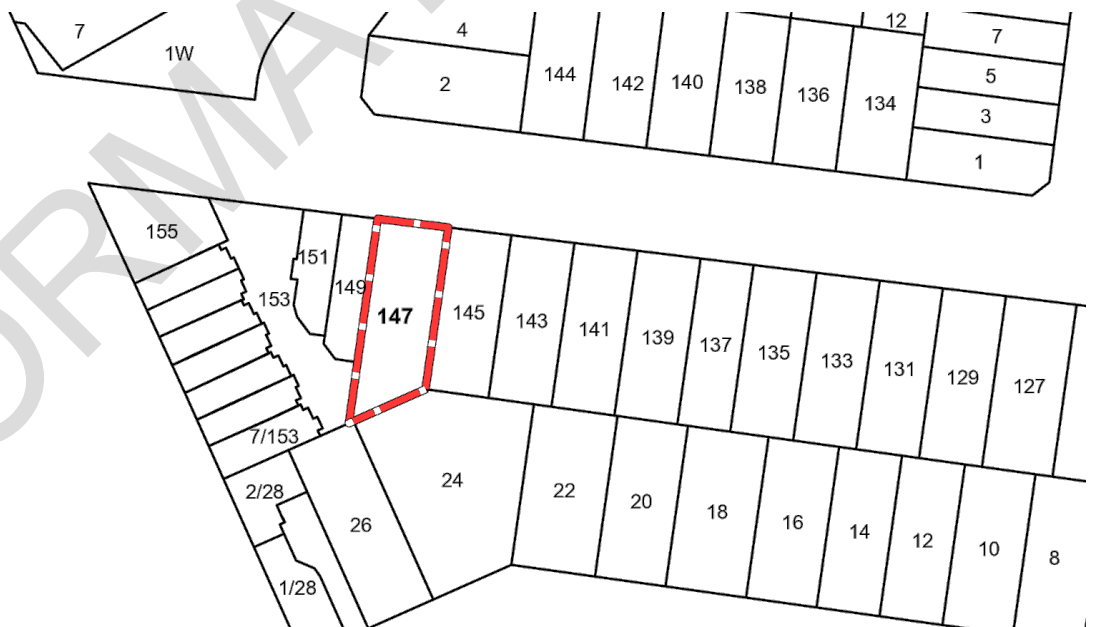
 **VPO - Vegetation Protection Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



 **ESO - Environmental Significance Overlay**

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

Further Planning Information

Planning scheme data last updated on 22 August 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 26 August 2025 02:37 PM

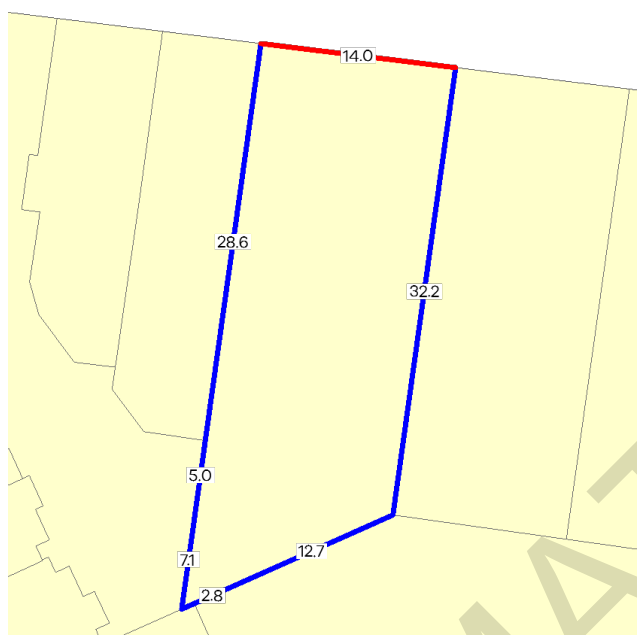
PROPERTY DETAILS

Address: **147 TESSELAAR ROAD EPPING 3076**
Lot and Plan Number: **Lot 230 PS714611**
Standard Parcel Identifier (SPI): **230\PS714611**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **946103**
Directory Reference: **Melway 181 D3**

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: 511 sq. m

Perimeter: 103 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map





MR KRISHAN W KIRINDE
C/- ZLATA DIZDAREVIC
827B BALLARAT RD
DEER PARK VIC 3023

Our reference: 7162210635970

Phone: **13 28 66**

21 August 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KRISHAN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411123699379
Vendor name	KRISHAN WICKRAMASINGHE KIRINDE
Clearance Certificate Period	21 August 2025 to 21 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MISS MADHUSHANI S HEENKENDA
C/- ZLATA DIZDAREVIC
827B BALLARAT RD
DEER PARK VIC 3023

Our reference: 7162322959192

Phone: **13 28 66**

25 August 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MADHUSHANI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411123702493
Vendor name	MADHUSHANI SUPUN B HEENKENDA
Clearance Certificate Period	21 August 2025 to 21 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**


If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



K B Kirinde & M Heenkenda
147 Tesselaar Road
EPPING VIC 3076

029

Assessment number: **0946103**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 6E7367DA3F

Issue date: **31/07/2024**

Instalment 1

\$600.08

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$600.00**

Due By 30/11/2024

Instalment 3 **\$600.00**

Due By 28/02/2025

Instalment 4 **\$600.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,400.08**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 147 Tesselaar Road EPPING VIC 3076

LOT 230 PS 714611P

Owner: Kirinde Krishan Bandara Wickramasinghe & Heenkenda Madhushani

Ward: Ganbu Gulinj

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$450,000	\$800,000	\$40,000

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 40,000 x 0.04683579	\$1,873.43
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 800,000 x 0.00008700	\$69.60
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20


Total \$2,400.08

Payments received after 15 July 2024 may not be included on this notice


How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 **Council Offices**
See the back of this notice for opening hours and locations

BPAY



Bill Code: 5157
Ref: 0946103

BPAY this payment via internet or phone banking


FlexiPay

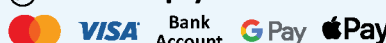


Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 9461032

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 9461032



*350 9461032

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,873.43
Farm*	0.02810147	\$1,124.06

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to: KRISHANKIRINDE@YMAIL.COM
MR K KIRINDE & MRS M HEENKENDA
147 TESSELAAR RD
EPPING VIC 3076

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 82 6327 5765
Invoice number 8262 0516 72377
Issue date 7 Aug 2025
147 TESSELAAR RD
Property address EPPING
Property reference 5124489, LOT 230
Tax Invoice Yarra Valley Water ABN 93 066 902 501

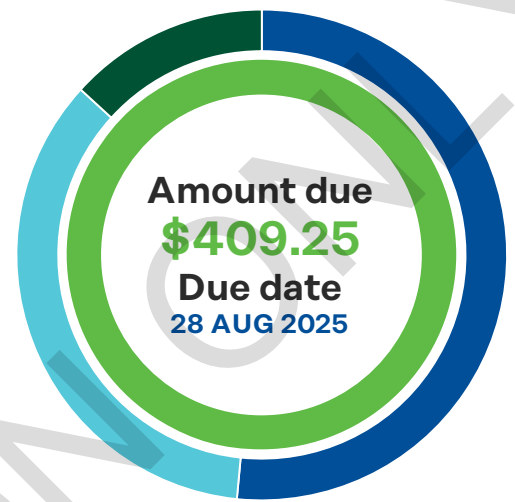
Summary

Previous bill	\$344.68
Payment received thank you	-\$344.68
Balance carried forward	\$0.00
This bill	
Usage charges	\$211.27
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Total this bill (GST does not apply)	\$409.25
Total balance	\$409.25



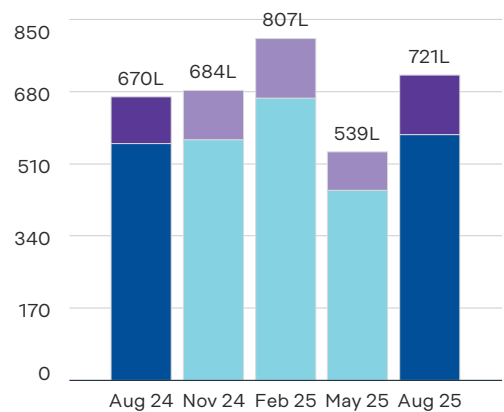
Recycled water is available.

It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

■ Water ■ Recycled water

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill **\$3.86**

Last year **\$3.73**



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: 033-885
Account number: 826360841



BPAY®

Bill code: 344366
Ref: 826 3275 7652



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

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

Bill code: 3042
Ref: 8262 0516 72377



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332



*3042 826205167237 7

MR K KIRINDE & MRS M HEENKENDA

Account number 82 6327 5765
Invoice number 8262 0516 72377
Total due \$409.25
Due date 28 Aug 2025
Amount paid \$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRAF08281 (Recycled Water)	291kL -	279kL =	12kL
From 12 May 2025 - 6 Aug 2025			(86 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
12 May 2025 - 30 Jun 2025	6.837kL x	\$1.9259 =	\$13.17
1 Jul 2025 - 6 Aug 2025	5.163kL x	\$1.9681 =	\$10.16
Total	12.000kL		\$23.33

Meter number	Current reading	Previous reading	Usage
YAF273208	1,684kL -	1,634kL =	50kL
From 12 May 2025 - 6 Aug 2025			(86 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
12/05/2025 - 30/06/2025			
Step 1 (0-440 litres per day)	21.560kL x	\$3.4342 =	\$74.04
Step 2 (441-880 litres per day)	6.928kL x	\$4.5059 =	\$31.22
01/07/2025 - 06/08/2025			
Step 1 (0-440 litres per day)	16.280kL x	\$3.5724 =	\$58.16
Step 2 (441-880 litres per day)	5.232kL x	\$4.6871 =	\$24.52
Total	50.000kL		\$187.94
Total usage charges			\$211.27

Price changes are effective from 1 July 2025.

Your charges explained

- **Recycled water usage charge**
12 May 2025 - 6 August 2025
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
12 May 2025 - 6 August 2025
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2025 - 30 September 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2025 - 30 September 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 July 2025 - 30 September 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 - Parks charge**
1 July 2025 - 30 September 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvwm.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvwm.com.au		廣東話 1300 921 362
🌐 yvwm.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 7-14 Nov 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

🔗 Learn more at yvwm.com.au/performance

Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

🔗 Learn more at yvwm.com.au/prices

