

DATED

2025

VENDOR: SARAH JESSICA YOUNG

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: 4 DEMETER STREET, EPPING VIC 3076

Cobalt Law

Solicitors

Suite 101, 12 Corporate Drive

Heatherton VIC 3202

Tel: 03 9558 0077

Ref: GG:SG:2503171

Mobile 0422 696 253

Ref:CL:SG:2504387

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

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

Sarah Jessica Young

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

Table of contents

Particulars of Sale

Special Conditions

General Conditions

1.	ELECTRONIC SIGNATURE.....	13
2.	LIABILITY OF SIGNATORY.....	13
3.	GUARANTEE.....	13
4.	NOMINEE.....	13
5.	ENCUMBRANCES.....	13
6.	VENDOR WARRANTIES.....	13
7.	IDENTITY OF THE LAND.....	14
8.	SERVICES.....	14
9.	CONSENTS.....	14
10.	TRANSFER & DUTY.....	14
11.	RELEASE OF SECURITY INTEREST.....	14
12.	BUILDING WARRANTY INSURANCE.....	15
13.	GENERAL LAW LAND.....	16
14.	DEPOSIT.....	16
15.	DEPOSIT BOND.....	17
16.	BANK GUARANTEE.....	17
17.	SETTLEMENT.....	18
18.	ELECTRONIC SETTLEMENT.....	18
19.	GST.....	19
20.	LOAN.....	20
21.	BUILDING REPORT.....	20
22.	PEST REPORT.....	20
23.	ADJUSTMENTS.....	21
24.	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING.....	21
25.	GST WITHHOLDING.....	22
26.	TIME & CO OPERATION.....	23
27.	SERVICE.....	23
28.	NOTICES.....	24
29.	INSPECTION.....	24
30.	TERMS CONTRACT.....	24
31.	LOSS OR DAMAGE BEFORE SETTLEMENT.....	24
32.	BREACH.....	25
33.	INTEREST.....	25
34.	DEFAULT NOTICE.....	25
35.	DEFAULT NOT REMEDIED.....	25

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Harcourts, Thomastown of 1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: 9465 7766

Mob:

Ref: Leon El Assaad

Vendor

Sarah Jessica Young

Vendor's legal practitioner or conveyancer

Cobalt Law

Unit 1, First Floor, 570 Main Street, Mordialloc VIC 3195

Email: Stephanie@cobaltlaw.com.au

Tel: 0422696253

Ref: CL:SG:2504387

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference			being lot	on plan
Volume	11434	Folio 218	70	638804A

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **4 DEMETER STREET, EPPING VIC 3076**

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

All fixed floor coverings, window furnishings, electric light fittings and all fixtures and fittings of a permanent nature

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on _____ / _____ / _____

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

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

Lease (general condition 5.1)

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

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

- a lease for a term ending on _____ with _____ options to
renew, each of _____ years

OR

- a residential tenancy for a fixed term ending on _____

OR

- a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions

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

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

1. 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 (Public Auctions) Regulations 2014 (a copy of which is set out below together with the information set out in Schedule 5 of the said Regulations) or any Rules prescribed by the Regulations which modify or replace those Rules.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

Schedule 1

Regulations 5,6,7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

Schedule 5

Regulations 5,6,7

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids any of the following—

1. *any person bidding for a vendor other than—*
 2. *the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or*
 3. *a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;*
 4. *the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;*
 5. *the auctioneer acknowledging a bid if no bid was made;*
 6. *any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;*
 7. *any person falsely claiming or falsely acknowledging that they made a bid;*
 8. *an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.*

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

2. AMENDMENTS TO THE GENERAL CONDITIONS

2.1. General condition 21.2(a) is amended by substituting the words “designates it as a major building defect” with “designates it as a major structural building defect”.

2.2. General Conditions 31.4, 31.5 and 31.6 are deleted.

3. RESTRICTIONS AND ENCUMBRANCES

The purchaser buys subject to any restrictions imposed by and to the provisions of the Planning and Environment Act 1987, all Planning Schemes and all proposed amendments thereto, planning permits and all other legal restrictions as to the use and development of the land sold and without limiting the generality of the foregoing the Purchaser buys subject to the provisions of any planning permit affecting the land.

4. ACKNOWLEDGEMENTS/CONDITION:

4.1. The Purchaser has purchased the property and all improvements, plant equipment, fixtures, fittings or goods (“the improvements”) passing with the property on its sale as a result of its own inspection and enquiries. The Vendor makes no warranty as to the condition of the land or improvements on the land; and

4.2. The Purchaser may not make any objection or claim any compensation in respect of any non-compliance of any Building Regulations or any other regulations, statutes, rules, local laws of the Building Code of Australia, failure to obtain any Building Permit, certificate of final inspection or approval on final inspection or occupancy permit of any improvement on the land or in respect of the state of repair and condition of the improvements or failure to obtain any planning permit as to the existing use of the property or non-compliance with any existing planning permit (or conditions thereof).

5. GUARANTEE

In the event that the Purchaser hereunder is a Company then the Purchaser shall forthwith after the execution of this Contract procure the execution by each of the Company's directors of a guarantee an indemnity of the due performance by the Purchaser of its obligations under the Contract, and shall do so in the form of the Guarantee and Indemnity annexed hereto.

6. WAIVER

The Purchaser's liability and obligation to pay the purchase money interest and other monies payable under the Contract and otherwise to pay perform and observe the terms and conditions of this Contract shall not nor shall the right of the Vendor to enforce each and every such liability and obligation be or be deemed to be waived diminished varied prejudiced or otherwise affected by any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance with this Contract and time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

7. NON-MERGER

It is hereby acknowledged by the parties hereto that the agreements, obligations and covenants of the parties contained herein insofar as the same have not been fulfilled by the time of contemplation of this Contract shall remain in force and shall be binding upon the parties hereto, notwithstanding completion of the purchase and there shall be no merger occasioned by the execution of any memorandum of transfer and the giving and taking of title to the said land hereby sold and notwithstanding any other matter or thing or any rule of law to the contrary.

8. DEFAULT EXPENSES

If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser shall pay, in addition to any other moneys payable to the Vendor:

- 8.1. the legal costs on a Solicitor own client basis (not including costs of the Default Notice or Rescission Notice) incurred by the Vendor as a result of any such default by the Purchaser; and
- 8.2. A fee for rescheduling settlement on the day of settlement or after settlement at \$220.00 including GST (for each settlement re-booking); and
- 8.3. Legal costs incurred as a result of issuing a Default Notice and/or Rescission Notice to the Purchaser and the Purchaser's solicitor, set at \$990.00 including GST (for each notice).
- 8.4. The Purchaser must pay to the Vendor all costs, losses, expenses, damages, and other liabilities incurred by the Vendor due to any breach of this Contract by the Purchaser.
- 8.5. Without limiting clause 8.4, the Purchaser agrees that the reasonably foreseeable loss the Vendor may suffer due to the Purchaser's breach of this contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the Land for the period from the date the Balance is payable under this Contract to the date the Balance is paid, interest incurred on any purchase by the Vendor which is incurred as a result of the Purchaser's default, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the Price and the costs of that bridging finance and, if the Vendor is usually accommodated in the Land, accommodation costs incurred by the Vendor and the cost of storing the Vendor's property usually kept in the Land.

9. SECTION 32 VENDOR'S STATEMENT

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a Statement in writing containing the particulars required by Section 32(2) of the Sale of Land Act 1962 (Vic) (as amended).

10. LAND TAX

General Condition 23 is amended to exclude the adjustment of land tax. The land tax liability assessed against the subject property will not be adjusted at settlement and the Vendor will pay the land tax in full for the year of settlement at settlement.

11. SOLAR PANELS

- 11.1. The Vendor discloses that Solar Panels and associated equipment installed on or at the property (“solar panel equipment”) is not in working order.**
- 11.2. The Vendor shall not be required to repair or otherwise render the solar panel equipment in working order and the Purchaser will not make any claims or demands whatsoever in relation to the solar panel equipment.**

INFORMATION ONLY

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
7. IDENTITY OF THE LAND
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
8. SERVICES
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
9. CONSENTS
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
10. TRANSFER & DUTY
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
11. RELEASE OF SECURITY INTEREST
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

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

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

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

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

GUARANTEE AND INDEMNITY

We, the persons referred to in the Schedule as the Guarantors ("the Guarantors") in consideration of the persons referred to in the Schedule as the Vendors ("the Vendors") entering into the Contract of Sale to which this Guarantee and indemnity is an annexure ("the Contract") at the request of the persons referred to in the Schedule as the Purchasers ("the Purchasers") DO HEREBY for ourselves, our respective executors and administrators jointly and severally:

- (a) Guarantee to the Vendors the punctual payment of the monies payable under the Contract and the due and punctual performance of all the covenants, provisions, agreements and conditions on the part of the Purchasers contained in the Contract;
- (b) Covenant with the Vendors that if at any time default shall be made in the payment of the deposit monies of the residue of the Purchase money or interest or other monies payable by the Purchasers to the Vendors under the Contract or in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchasers we will forthwith on demand by the Vendors pay to the Vendors the whole of such deposit, residue or purchase money, interest or other monies as the case may be and shall perform and observe all other conditions and covenants contained in the Contract to be performed or observed by the Purchaser; and
- (c) Indemnify the Vendors against all loss of purchase money, interest and other monies payable under the Contract and all other losses, costs, charges and expenses whatsoever which the Vendors may incur by reason of any default on the part of the Purchasers.

AND WE FURTHER AGREE THAT

- (d) This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released or prejudiced by any neglect or forbearance on the part of the Vendors in enforcing payment of the monies payable under the Contract or the performance or observance of any of the agreements, obligations, conditions or covenants therein contained or for any time given to the Purchasers for any such payment, performance or observance or for any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators;
- (e) Any notice to be given hereunder shall be sufficiently served on the Guarantors if sent by pre-paid post addressed to the Guarantors at the address of the Guarantors set forth in this Schedule and service shall be deemed to have been made two business days after the date of posting of the Notice;
- (f) This Guarantee and Indemnity shall bind each of the signatories as Guarantors hereof notwithstanding that one or more of the persons named herein as a Guarantor may never execute the same; and
- (g) Our liability to guarantee and to indemnify shall not be affected by any variation of the terms of the Contract and we acknowledge that there is no requirement of notification to us by the Vendors of any variation of the terms of the Contract.

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	4 Demeter Street, Epping Victoria 3076
-------------	---

Vendor's name	Sarah Jessica Young	Date / /
----------------------	----------------------------	--------------------

Vendor's signature	
---------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature	
------------------------------	--

1 FINANCIAL MATTERS

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

(a) As set out in the attached certificates

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

<input type="text"/>	To	<input type="text"/>
----------------------	----	----------------------

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - **** as per the attached copy title documents, including Instrument as to part F967687 and Section 173 Agreement AE961576A To be best of the Vendor's knowledge there is no**

existing failure to comply with the terms of any easement, covenant or other restriction *note – Sewers, drains, and other services and or cables and/or pipes may be laid outside registered easements.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable. **** Other than those disclosed or referred to in the attached Certificates, Permits or correspondence from the authorities (if any) none to the knowledge of the Vendor. However, the Vendor has no means of knowing all the decisions of Public Authorities and Government Departments affecting the land unless communicated to the Vendor. The Purchaser should make its own enquiries as considered appropriate by the Purchaser**

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Refer to attached letter from the Shire of Whittlesea.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

Registered Search Volume 11434 Folio 218
 Plan PS638804
 Covenant and Creation of Easement F967687
 Section 173 Agreement AE961576A
 Planning Certificate
 Shire of Whittlesea Land Information Certificate
 Shire of Whittlesea Building Letter

Yarra Valley Water Information Statement

State Revenue Office – Land Tax Clearance Certificate.

Vic Roads Certificate

DELWP Property Planning Report

DELWP Planning Report

Due Diligence

INFORMATION ONLY

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

Page 1 of 1

VOLUME 11434 FOLIO 218

Security no : 124130013472M
Produced 18/11/2025 03:24 PM

LAND DESCRIPTION

Lot 70 on Plan of Subdivision 638804A.

PARENT TITLES :

Volume 10817 Folio 860 Volume 11371 Folio 944

Created by instrument PS638804A 13/07/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SARAH JESSICA YOUNG of 61 EMMALINE STREET NORTHCOTE VIC 3070
AK508368M 06/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX239551G 08/09/2023
WESTPAC BANKING CORPORATION

COVENANT as to part F967687 15/12/1975

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 PS638804A 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: 4 DEMETER STREET EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 08/09/2023

DOCUMENT END

Imaged Document Cover Sheet

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

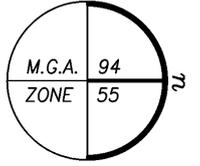
Document Type	Plan
Document Identification	PS638804A
Number of Pages (excluding this cover sheet)	4
Document Assembled	18/11/2025 15:24

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION		Stage No. <hr/>	LRS use only EDITION 1	Plan Number PS 638804A
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 2 (PART) & 3 (PART) Title Reference: VOL 10817 FOL 860 VOL 11371 FOL 944 Last Plan Reference: LOT 1 ON PS522187U LOT AA ON PS702902U Postal Address: 397 HARVEST HOME ROAD (at time of subdivision) EPPING 3076 MGA Co-ordinates E 323200 Zone: 55 (of approx. centre of land in plan) N 5834340		Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				
Identifier		Council/Body/Person		
ROAD R1 RESERVE No.1		WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD		
Notations				
Staging		This is is not a staged subdivision Planning Permit No.		
Depth Limitation		DOES NOT APPLY		
AREA OF LAND SUBDIVIDED (EXCLUDING LOT A) - 2.549ha LOTS 10 TO 69 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.				
Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No. -				
THIS IS A SPEAR PLAN				
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	GAS PIPELINE PURPOSES	SEE DIAG	INSTRUMENT F967687	GAS & FUEL CORPORATION OF VICTORIA
E-2	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 04/07/2013				
LRS use only PLAN REGISTERED TIME 11:03am DATE 13/07/2013 Vernon Prasad Assistant Registrar of Titles				
Sheet 1 of 3 sheets				
HARVEST HOME ROAD - 1A 43 LOTS & BALANCE LOT A		LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 7231003 31/08/12 VERSION K DWG 723100JK		
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 DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992	 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		



HUME
FREEWAY

95°49'30"
275.63

HARVEST

HOME

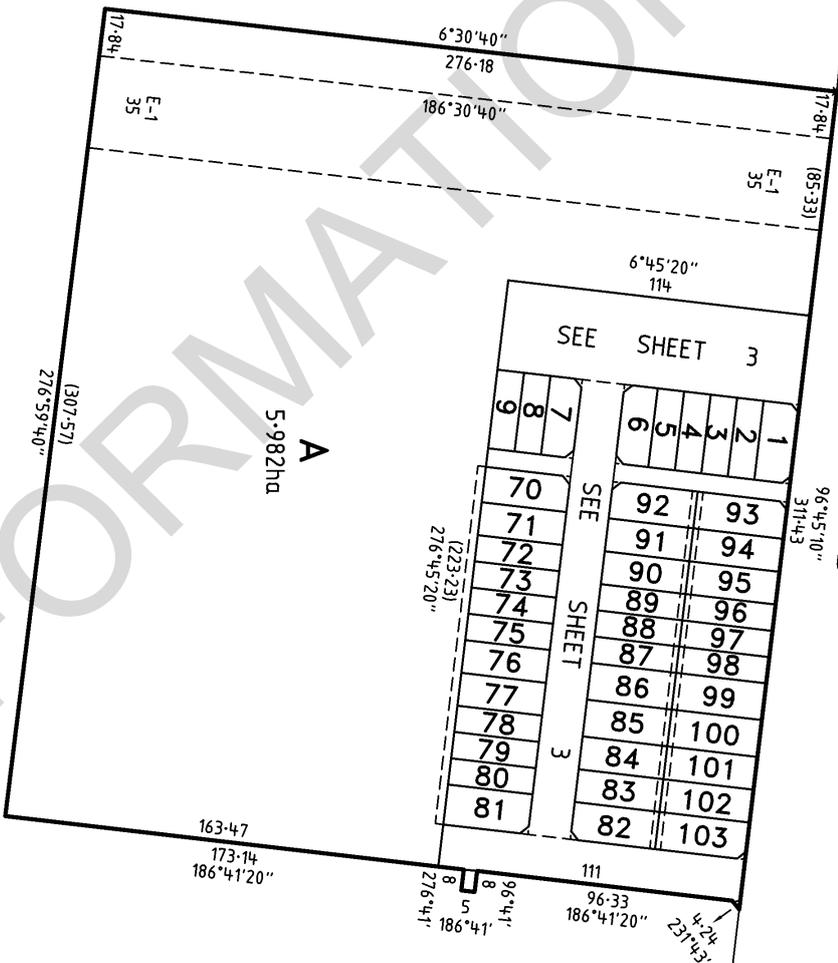
ROAD

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638804A



HARVEST HOME ROAD - 1A

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic. 3205
16 Eastern Road South Melbourne
Vic. 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

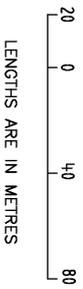
1:2000

SHEET

SIZE

A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREW J. REAY

SIGNATURE

DIGITALLY SIGNED

DATE / /

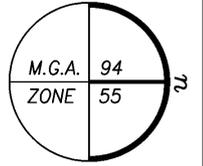
REF 7231003
DWG 723100JK

31/08/12 VERSION K

Sheet 2

DATE / /

COUNCIL DELEGATE SIGNATURE



SEE SHEET 2

HARVEST

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638804A

HARVEST HOME ROAD - 1A

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic. 3205
16 Eastern Road South Melbourne
Vic. 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE SHEET SIZE A3

1:750

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREW J REAY

SIGNATURE

DIGITALLY SIGNED

REF 7231003

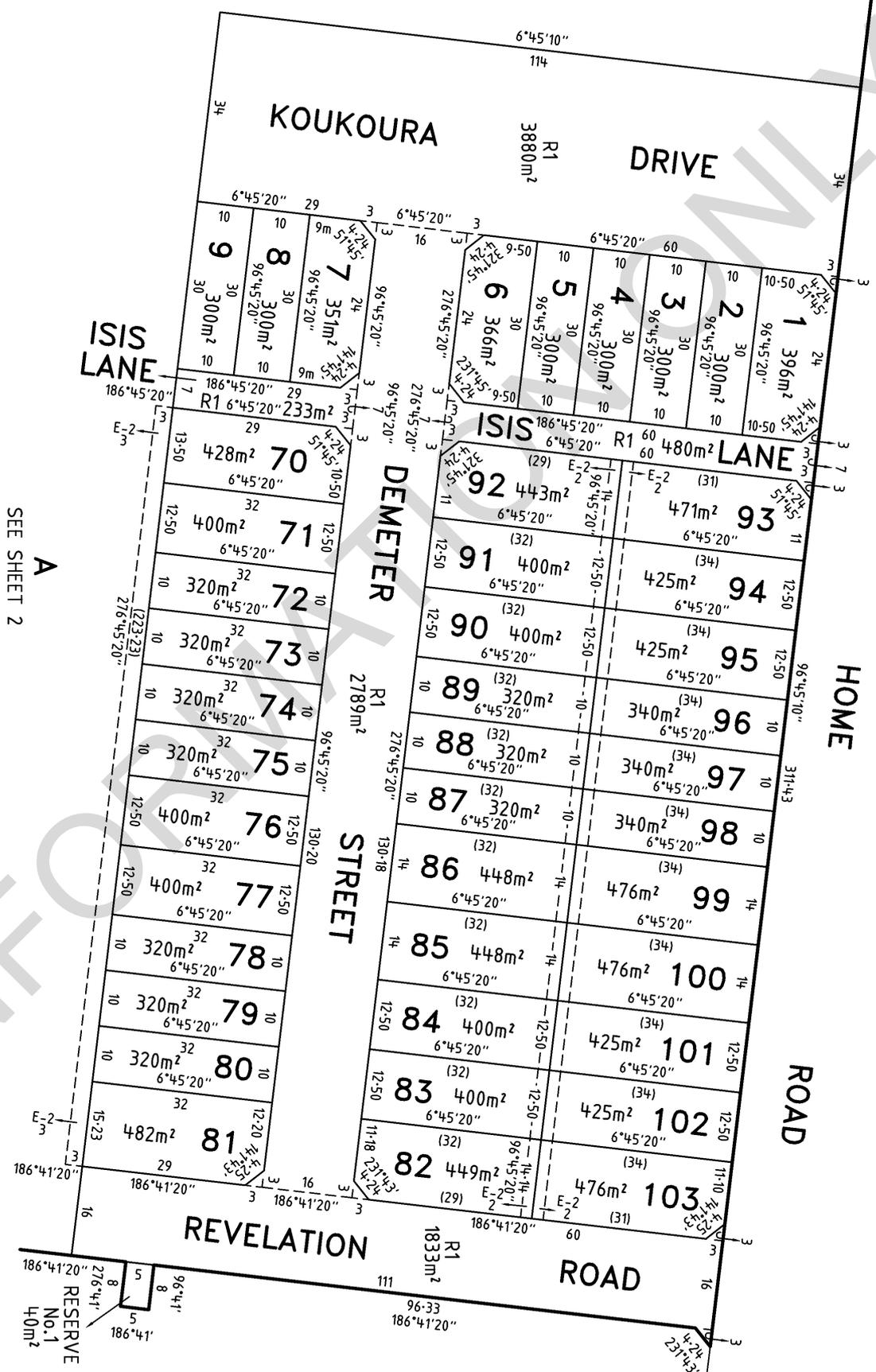
31/08/12 VERSION K

DWG 723100JK

DATE

COUNCIL DELEGATE SIGNATURE

Sheet 3



SEE SHEET 2

RESERVE No. 1 40m²

**Plan of Subdivision PS638804A
Certifying a New Version of an Existing Plan
(Form 11)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S012610B
Plan Number: PS638804A
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 607611
Surveyor's Plan Version: K

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 15/03/2012
Date of previous recertifications under Section 11(7): 10/05/2012
Date of previous recertifications under Section 11(7): 19/07/2012

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Ashleigh Letcher
Organisation: Whittlesea City Council
Date: 28/09/2012

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	F967687
Number of Pages (excluding this cover sheet)	6
Document Assembled	18/11/2025 15:24

Copyright and disclaimer notice:

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

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

19.00 G R T
9.55
\$19

9-55 348448 DEC15-75
F967687

REGD

F967687

GAS AND FUEL CORPORATION OF VICTORIA

CREATION OF EASEMENT

No. ET 1413

MADE AVAILABLE
TO ISSUE TO
Benskin + Greenberg

(2)

JAN KIELBASKA and RICHARD KIELBASKA, Dry Cleaners and JOZEFA KIELBASKA, Married Woman all of 525 Brunswick Street, Fitzroy.

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE THOUSAND ONE HUNDRED AND NINETY FOUR DOLLARS (\$1,194)

paid to me DO HEREBY TRANSFER and GRANT unto GAS AND FUEL CORPORATION OF VICTORIA of 171 Flinders Street Melbourne and its successors and transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being the whole of the land described in Certificate of Title Volume 5219 Folio 723 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificate of Title (which land is hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured red on the plan marked "A" annexed hereto (hereinafter referred to as the "servient tenement") being part of Crown Portion 2 Section 8 Parish of Wollert being part of the land described in Certificate of Title Volume 8472 Folio 995.



to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:—

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.

The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.

EW with Court
8472-995 (E)
to
8472-723 (E)
Checked
10/2/76
J.W.
9.1.76

- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.
- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the Grantee to construct maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

DATED this 28th day of October One thousand nine hundred and twenty four

SIGNED by the said
JAN KIELBASKA &
RICHARD KIELBASKA
in Victoria in the presence of:

Jan Kielbaska
Richard Kielbaska

SIGNED by the said
JOZEFA KIELBASKA in Victoria
in the presence of:

Jozefo Kielbaska

THE COMMON SEAL of GAS AND FUEL
CORPORATION OF VICTORIA was
hereunto affixed by the authority of the
Board of Directors and attested by:

Director *[Signature]*
Director *[Signature]*
Subst. Secretary *[Signature]*

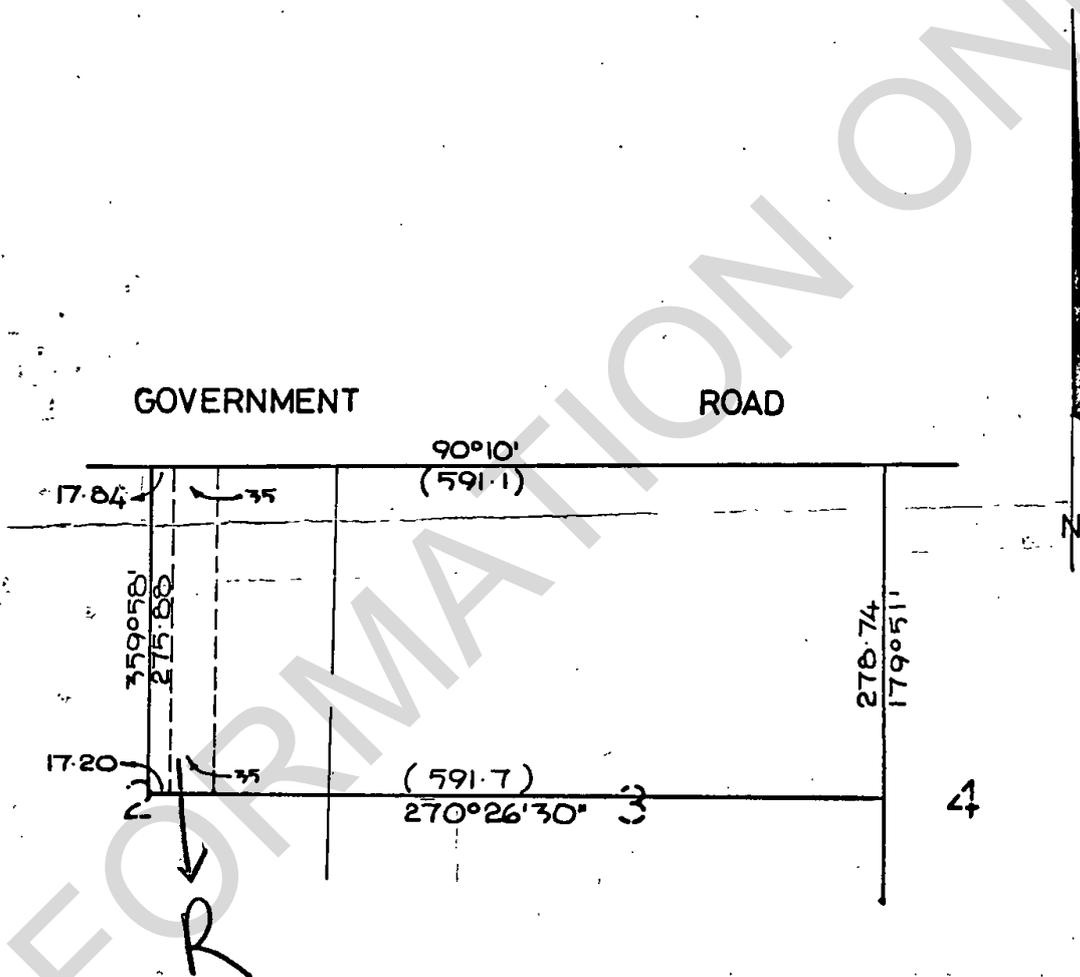


GAS & FUEL CORPORATION OF VICTORIA

'A'

Easement required for Transmission pipeline, Keon Park to Wodonga & Shepparton
Owner JAN KIELBASKA, RICHARD KIELBASKA & JOZEFA KIELBASKA
Address 525 BRUNSWICK STREET FITZROY

Part of CROWN PORTION 2 Section 8
Parish of WOLLERT County of BOURKE
Area 9661 m² Certificate Vol 8472
Scale 1:5000 Fol - 995



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched



DF967687-2-5

Measurements are in METRES
Draftsman K.A.R.
Checked J.B.
Chief Draftsman [Signature]
Chief Engineer [Signature]
Date 9.5.75

I certify that this plan made by me, agrees with title, is mathematically correct, and the easement being created has been reasonably located in accordance with title position.	SURVEY REFERENCE NUMBER
	ET1413FN RP16113
Date 13/2/75 Licensed Surveyor [Signature]	

ET 1413



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY

BLANK

INFORMATION ONLY

ENCUMBRANCES REFERRED TO:

....., being registered as the proprietor of
Instrument of Mortgage Registered Number over the land described in the foregoing Creation of
Easement as the servient tenement **HEREBY CONSENTS** to the said Creation of Easement and to such easement taking priority to the
said Instrument of Mortgage and to an endorsement to that effect being placed on the said Mortgage.

DATED the day of -

One thousand nine hundred and

INFORMATION ONLY



To the Registrar of Titles,

Please register the within Creation of Easement and hand same to the Gas and Fuel Corporation of Victoria and return the relevant Title to S. Bernstein & Greenberg.

S. Bernstein & Greenberg

A memorandum of the within instrument has been entered in the Register Book



DATED

19

JAN KIELBASKA,
RICHARD KIELBASKA
JOZEFA KIELBASKA

WITH

GAS AND FUEL CORPORATION
OF VICTORIA

CREATION OF EASEMENT

GAS AND FUEL CORPORATION
OF VICTORIA
171 FLINDERS STREET
MELBOURNE, 3000

INFORMATION ONLY



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AE961576A
Number of Pages (excluding this cover sheet)	19
Document Assembled	18/11/2025 15:24

Copyright and disclaimer notice:

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

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

AE961576A

20/03/2007 \$94.60 173



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

Lodged by:
Name: Deacons
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: 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 *David Turnbull*

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

AE961576A

20/03/2007 \$94.60 173



Contents

1.	Definitions.....	3
2.	Interpretation	4
3.	Specific Obligations of the parties concerning the Soccer Pitch Land	5
4.	Specific Obligations of the parties concerning Scanlon Drive.....	5
5.	Specific Obligations of the parties concerning Road A.....	6
6.	Specific Obligations of the parties concerning Road B.....	7
7.	Specific Obligations of the parties concerning Development Contributions	7
8.	Specific Obligations of the parties concerning future approvals for the ULD Land	8
9.	Further Obligations of ULD and VicUrban.....	8
10.	Each party to bear own costs.....	8
11.	Further Assurance	8
12.	Agreement under Section 173 of the Act	9
13.	Agreement Runs with the ULD Land and VicUrban Land	9
14.	Planning Objectives.....	9
15.	Successors in Title	9
16.	General Matters.....	9
17.	Commencement of Agreement.....	11
18.	Amendment.....	11
19.	Ending of Agreement.....	11
20.	Goods and services tax	12
	Schedule 1.....	1
	Mortgagee's consent.....	2

AE961576A

20/03/2007 \$94.60 173

St



THIS AGREEMENT is made the 14 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").

AE961576A



AE961576A



- 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.

AE961576A

20/03/2007 \$94.60 173



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;

AE961576A



- (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.

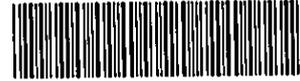
2. Interpretation

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.

AE961576A

20/03/2007 \$94.60 173



- (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

AE961576A

20/03/2007 \$94.60 173



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.

AE961576A

20/03/2007 \$94.60 173



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.



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

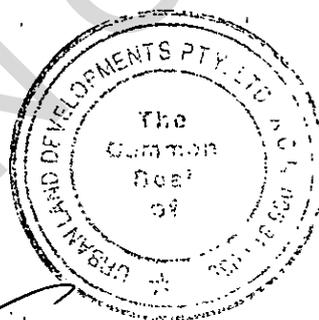
The common seal of Urban Land Developments Pty Ltd ACN 006 813 038 was affixed in accordance with its constitution in the presence of:

[Handwritten signature]

Director/company secretary

POWER LAW HUTCHINS

Name of director/company secretary (BLOCK LETTERS)



[Handwritten signature]

Director

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 ALLAN

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

AE961576A



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

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.

INFORMATION ONLY

AE961576A

20/03/2007 \$94.60 173


PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1201086

APPLICANT'S NAME & ADDRESS

STEPHANIE GIAMPICCOLO C/- LANDATA
DOCKLANDS

VENDOR

YOUNG, SARAH JESSICA

PURCHASER

NOT, KNOWN

REFERENCE

2504387 Steph

This certificate is issued for:

LOT 70 PLAN PS638804 ALSO KNOWN AS 4 DEMETER STREET EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

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

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

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

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

18 November 2025

Sonya Kilkenny
Minister for Planning

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

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

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

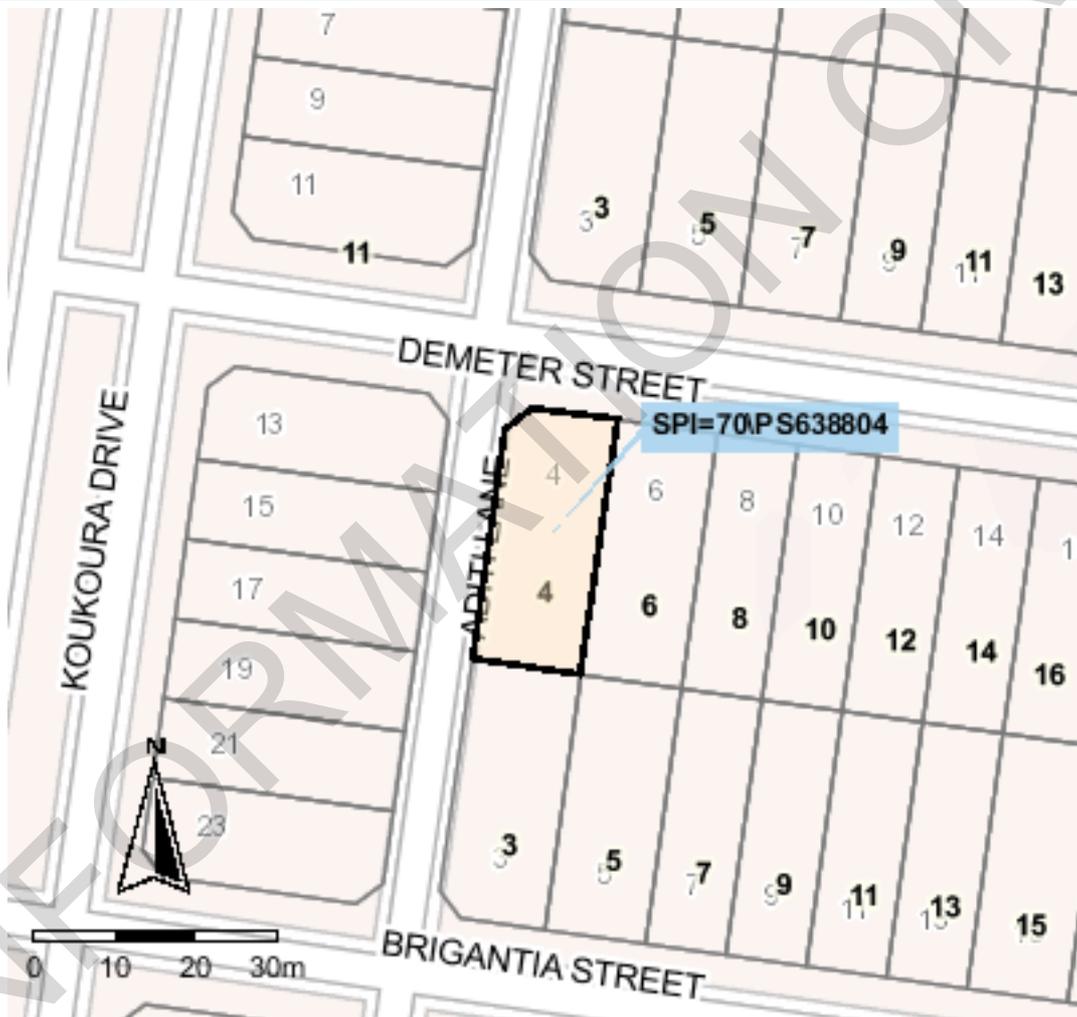
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Date of issue
19/11/2025

Assessment No.
870220

Certificate No.
178653

Your reference
78815873-019-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 4 Demeter Street EPPING 3076

Description: LOT: 70 PS: 638804A

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$675,000	\$410,000	\$33,750

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$1,595.93
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$116.78
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 19/11/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$566.66
Balance of rates & charges due:	\$1,692.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,692.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

Free telephone interpreter service

 131 450

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 870220



Phone 1300 301 185
Ref 870220



Biller Code 5157
Ref 870220

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: **78815873-021-4**

1 December 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
4 (Lot 70) Demeter Street EPPING**

Further to your application for property information for the above address I write to advise the following:

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

**BUILDING & PLANNING
CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

18th November 2025

Stephanie Giampiccolo C/- LANDATA
LANDATA

Dear Stephanie Giampiccolo C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	4 DEMETER STREET EPPING 3076
Applicant	Stephanie Giampiccolo C/- LANDATA LANDATA
Information Statement	30991672
Conveyancing Account Number	7959580000
Your Reference	2504387 Steph

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	4 DEMETER STREET EPPING 3076
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	4 DEMETER STREET EPPING 3076
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

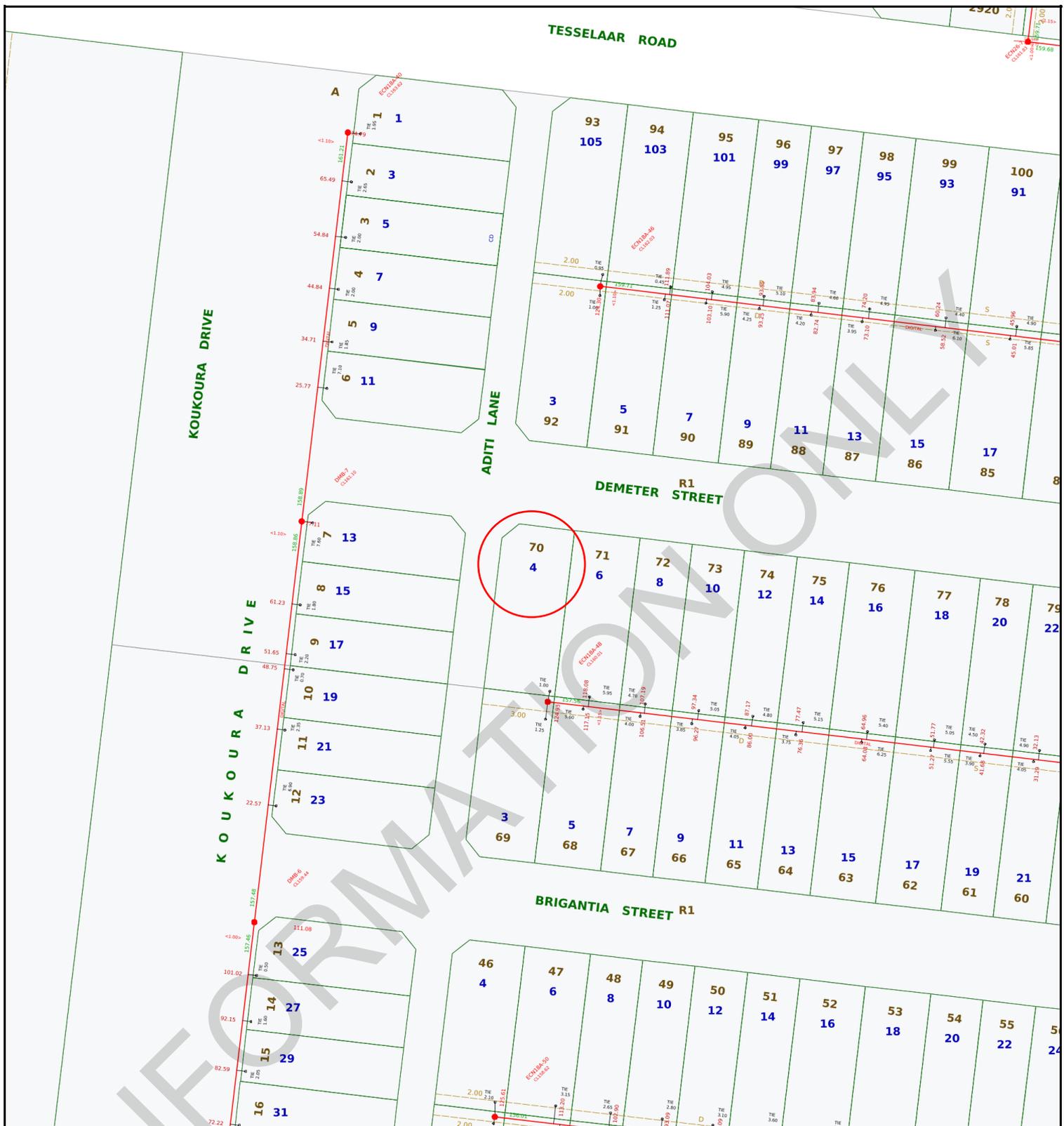
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30991672**

Address	4 DEMETER STREET EPPING 3076
Date	18/11/2025
Scale	1:1000



ABN 93 066 902 501

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

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

30th July 2013

Application ID: 109449

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
Supply 20mm Drinking Water Meter	1
Supply 20mm Recycled Water Meter	1
20mm New Estate Recycled Water Connection	1
20mm New Estate Drinking Water Connection	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1340052

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake must be done by a Licensed Plumber, engaged by you, at your cost. It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Plumbing Industry Commission.

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

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

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

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

WATER

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

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

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

All tapplings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

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

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

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

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

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

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

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

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

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

Recycled Water Supply

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

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

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

1) Environment Improvement Plan (EIP)

a) Non-Residential only

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Manager, Treatment Plant Planning on **9872 1525**.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

2) Recycled Water Plumbing

a) Toilet cisterns

1. All toilet cisterns must be connected to the Class A Recycled Water Supply
2. Rainwater can be used for flushing toilets via a rainwater tank provided Class A Recycled Water is the backup supply via an automatic change-over device with appropriate

backflow prevention. Under no circumstances can Class A Recycled Water be added directly to the tank

b) External Taps – Residential

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

c) External Taps – Non-Residential

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)

3. For educational & public buildings/areas, schools, kindergartens, health care centres
 - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

d) Laundry Use

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

e) Irrigation Systems

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

f) Prohibition Signs

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

3) Uses of Recycled Water

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)

Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

4) Plumbing Standards

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

5) Inspections For Recycled Water Plumbing Works

a) Residential

1. The plumber is required to contact the Plumbing Industry Commission (PIC) on **8792 8221** or electronically via the PIC's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection

5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
 - (1) Inspections can be booked from the following business day onwards depending on availability
 - (2) The latest time an inspection can be booked for is 4pm

6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
 - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
 - (2) Properties using a straight piece will not pass these inspections
 - (3) Stolen meters must be reported by calling Yarra Valley Water on **13 2762** (24 hrs)

b) Non-Residential

1. The plumber is required to contact Yarra Valley Water directly (not the PIC) on **9872 1414** to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

2. Irrigation Systems must be verified at each of the following stages:
 - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
 - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)

3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
 - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability
 - (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in termination of supply until these Conditions are met

6) Tappings

a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
 - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. In the case of unit developments, please refer to section 6(b)

b) Non-Residential

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

7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
 1. The locked box can only be removed by a PIC Inspector after the commissioning has been successfully completed
 - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated

2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
 - (1) Such interconnection is to be above ground and clearly visible
 - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

8) Meter Assemblies & Positioning

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

9) Stolen Meters

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

10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
 2. Remove the handle from the recycled water taps when not in use

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

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au or faxed to 9872 1413.

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

INFORMATION ONLY

Stephanie Giampiccolo C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5649814351
Rate Certificate No: 30991672

Date of Issue: 18/11/2025
Your Ref: 2504387 Steph

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
4 DEMETER ST, EPPING VIC 3076	70\PS638804	5073765	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$19.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$195.98



GENERAL MANAGER
RETAIL SERVICES

Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

Property No: 5073765

Address: 4 DEMETER ST, EPPING VIC 3076

Water Information Statement Number: 30991672

HOW TO PAY



Billers Code: 314567
Ref: 56498143510

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



STEPHANIE GIAMPICCOLO

Your Reference:	LD:78815873-015-3.2504387
Certificate No:	94258582
Issue Date:	18 NOV 2025
Enquiries:	ESYSPROD

Land Address: 4 DEMETER STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40672572			11434	218	\$0.00

Vendor: SARAH YOUNG

Purchaser: KNOWN NOT

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS SARAH JESSICA YOUNG	2025	\$410,000	\$1,680.00	\$0.00

Comments: Land Tax of \$1,680.00 has been assessed for 2025, an amount of \$1,680.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$700,000
-------------------------------	-----------

SITE VALUE (SV):	\$410,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
---	---------------

Notes to Certificate - Land Tax

Certificate No: 94258582

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,680.00

Taxable Value = \$410,000

Calculated as \$1,350 plus (\$410,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94258582

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94258582

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



STEPHANIE GIAMPICCOLO

Your Reference:	LD:78815873-015-3.2504387 Step
Certificate No:	94258582
Issue Date:	18 NOV 2025
Enquires:	ESYSPROD

Land Address: 4 DEMETER STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40672572			11434	218	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

INFORMATION ONLY


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$410,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94258582

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



STEPHANIE GIAMPICCOLO

Your LD:78815873-015-3.2504387

Reference: STEP

Certificate No: 94258582

Issue Date: 18 NOV 2025

Land Address: 4 DEMETER STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
		11434	218

Vendor: SARAH YOUNG

Purchaser: KNOWN NOT

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94258582

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 94258589

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94258589

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Stephanie Giampiccolo
C/O LANDATA Online Services
DOCKLANDS 3008

Client Reference: 2504387 Steph

NO PROPOSALS. As at the 18th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

4 DEMETER STREET, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 18th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

PROPERTY DETAILS

Address: **4 DEMETER STREET EPPING 3076**

Lot and Plan Number: **Lot 70 PS638804**

Standard Parcel Identifier (SPI): **70\PS638804**

Local Government Area (Council): **WHITTLESEA**

Council Property Number: **870220**

Planning Scheme: **Whittlesea**

Directory Reference: **Melway 181 E3**

Planning Zones

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

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

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**

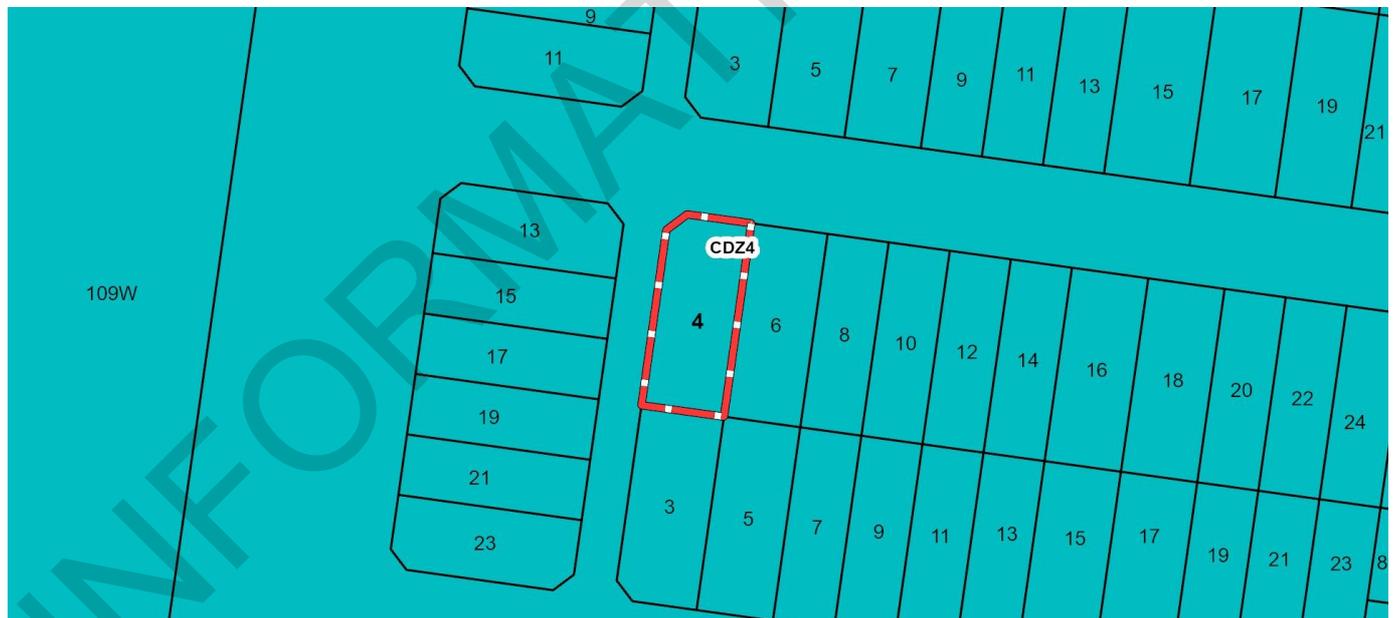
Legislative Assembly: **THOMASTOWN**

OTHER

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

Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

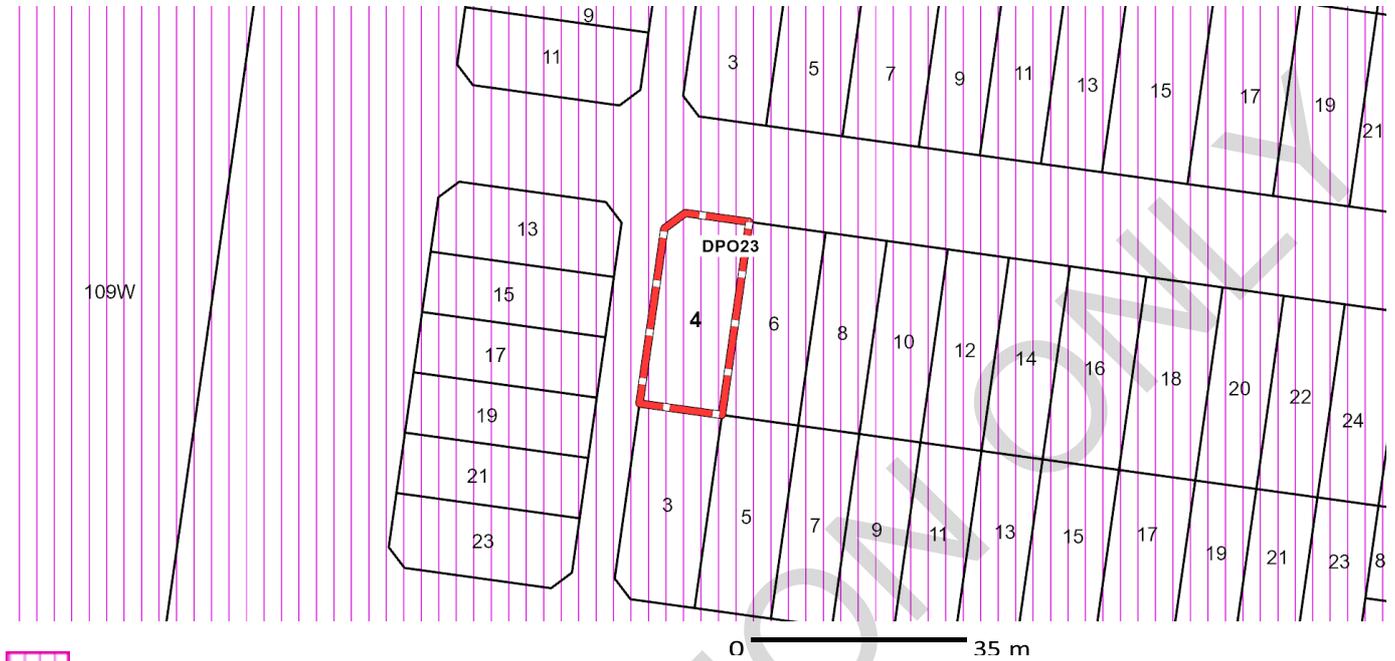


 **CDZ - Comprehensive Development**

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

~~DEVELOPMENT PLAN OVERLAY (DPO)~~

~~DEVELOPMENT PLAN OVERLAY – SCHEDULE 23 (DPO23)~~

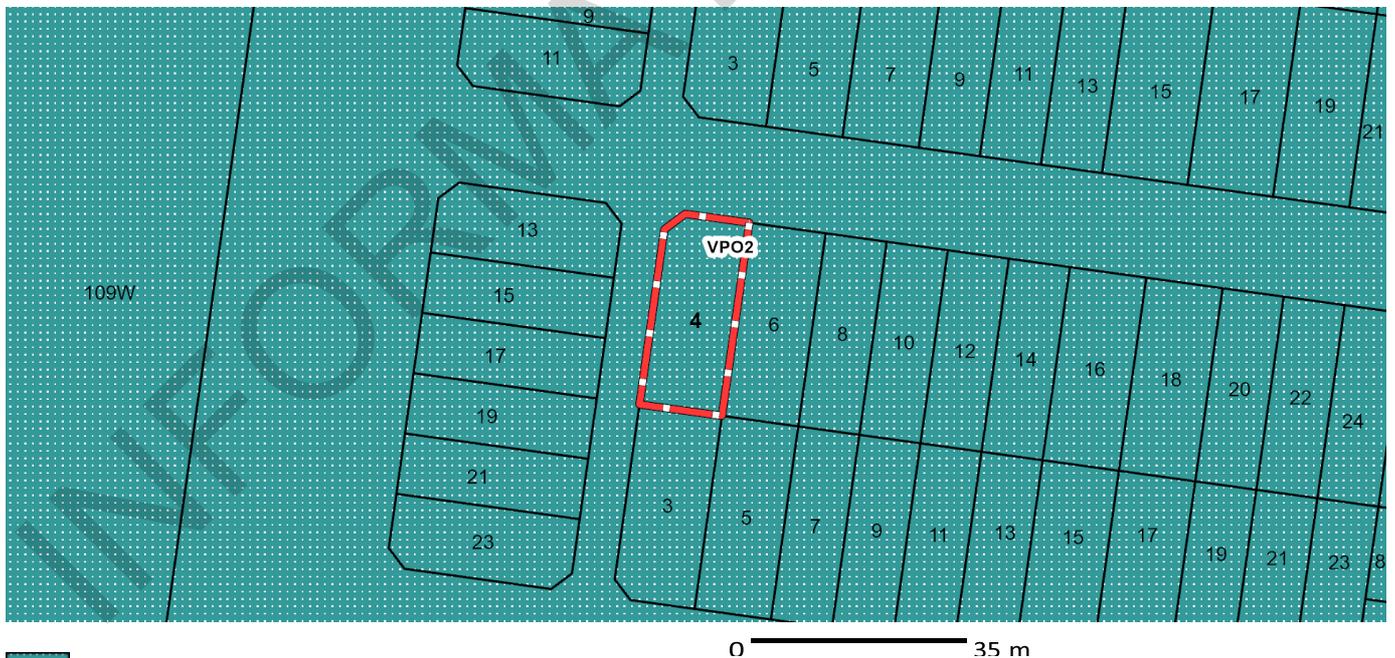


DPO - Development Plan Overlay

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

~~VEGETATION PROTECTION OVERLAY (VPO)~~

~~VEGETATION PROTECTION OVERLAY – SCHEDULE 2 (VPO2)~~



VPO - Vegetation Protection Overlay

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

Planning scheme data last updated on 14 November 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 apply to 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.

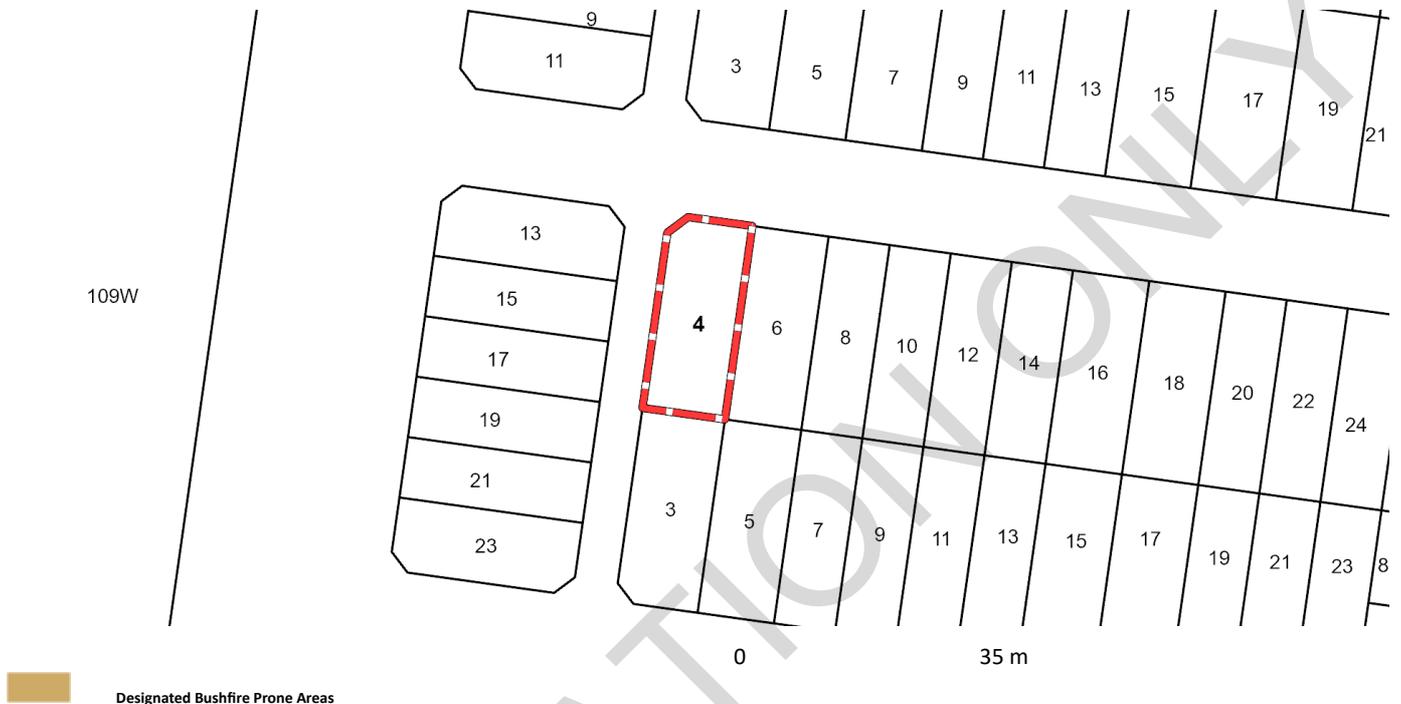
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

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

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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

INFORMATION ONLY

Created at 17 November 2025 05:02 PM

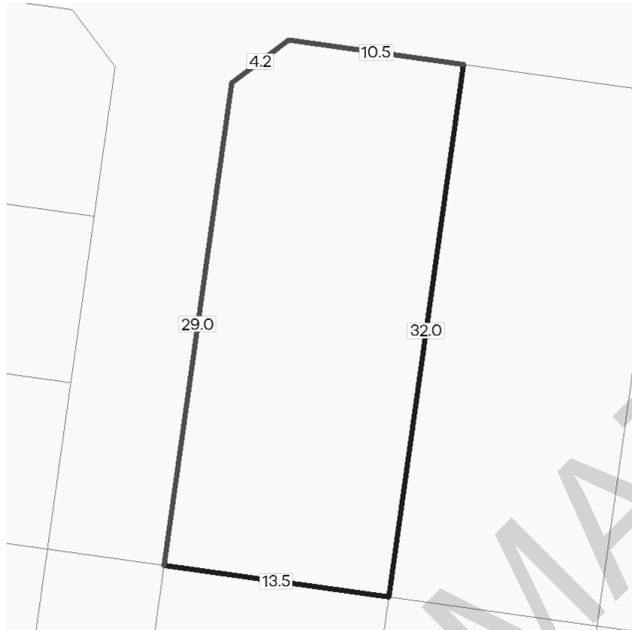
PROPERTY DETAILS

Address: **4 DEMETER STREET EPPING 3076**
Lot and Plan Number: **Lot 70 PS638804**
Standard Parcel Identifier (SPI): **70\PS638804**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **870220**
Directory Reference: **Melway 181 E3**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 427 sq. m

Perimeter: 89 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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