

DATED

2024

**DALJIT SINGH GILL AND GURMIT GILL**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 15 Malachi Place, Epping VIC 3076**

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: ARUN.B:11638

# CONTRACT OF SALE OF REAL ESTATE

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**Address:** 15 MALACHI PLACE, EPPING VIC 3076

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

The terms of this contract are contained in the:

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

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

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

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** .....

..... on ...../..... /2024

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

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

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

## SIGNED BY THE VENDOR

..... on ...../..... /2024

Print name of person signing **DALJIT SINGH GILL and GURMIT GILL**

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

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT****Harcourts Rata & Co**

219 High Street, Thomastown VIC 3074

Tel: 9465 7766

Fax:

Ref: Sherry Singh

Email: sold@rataandco.com.au

**VENDOR****DALJIT SINGH GILL and GURMIT GILL**

of:

**VENDOR'S CONVEYANCER  
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref: Arun Badgular

Email: arun@instantconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER  
OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

**PROPERTY ADDRESS**

The address of the property is

15 Malachi Place, Epping VIC 3076

**LAND** (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11523 Folio 504	359	RP 718139Q
Volume Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

**GOODS SOLD WITH THE LAND**

Vacant Land

(General Condition 2.2(f))

(List or attach a Schedule)

**PAYMENT**

(General Condition 10)

AIC Vic Version August 2018

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement

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**GST** (General Condition 13)

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

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

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

**SETTLEMENT**

(General Condition 10)

is due on ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23:

**LOAN**

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS****TITLE****1. Encumbrances**

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

**2. Vendor warranties**

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

**3. Identity of the land**

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

#### 4. Services

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

#### 5. Consents

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

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 if –

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

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

## 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or

conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

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

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

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

## 13. GST

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

However, the purchaser must pay to the vendor any GST payable by the vendor:

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

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

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

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

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

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

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

- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

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

#### 15. Adjustments

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

#### TRANSACTIONAL

##### 16. Time

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

##### 17. Service

- 17.1 Any document sent by –
  - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. Nominee**

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

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

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

### **22. Inspection**

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

### **23. Terms contract**

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

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

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

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

### **24. Loss or damage before settlement**

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

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

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

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

settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. Breach

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

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

## DEFAULT

### 26. Interest

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

### 27. Default notice

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

### 28. Default not remedied

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

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked  EC".

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

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

1.3 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.

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

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 Settlement occurs when the workspace records that:

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

1.7 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 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

1.9 The purchaser must before settlement:

- (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

## 2. Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to

Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

### **3. Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

### **4. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### **5. Acceptance of Title**

General Condition 12.4 is added:

12.4 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.

### **6. Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

### **7. Notices**

General Condition 21 is replaced with the following:

#### **21.NOTICES**

21.2 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.

21.2 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

### **8. Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

### **9. Identity of Land**

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

(b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

### **10. Condition of Property and Chattels**

(a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.

(b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.

(c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.

(d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.

(e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

### **11. Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## **12. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## **13. Default Interest**

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

## **14. Cancellation and Re-Scheduling of Settlement**

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

## **15. Settlement Cheques**

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

## **16. Nomination**

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

## **17. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## **18. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## **19. Auction**

- (a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## **20. Foreign Resident Capital Gains Withholding;**

20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;

20.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.

20.3 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 The purchaser must:

- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligation in the special condition; and
- (b) Ensure that the representative does so.

20.6 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 monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (b) Promptly provide the vendor with proof of payment; and
- (c) Otherwise comply, or ensure compliance with, this special condition; despite
- (d) Any contrary instructions, other than from both the purchaser and the vendor; and
- (e) Any other provision in this contract to the contrary.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

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

20.8 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 date of settlement.

20.9 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 of 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.

20.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

## **21. GST Withholding Payments and Notifications**

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

## **22 Release of Security General Condition 8**

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **23 Finance Clause**

**23.1** If purchaser requests extension of finance clause, they must provide evidence that the loan application has been lodged.

**23.2** if the contract is being ended due to purchaser's finance not been approved by the due date, the purchaser must provide a letter from the bank confirming the decline of finance no later than the due date in accordance with the Contract of Sale. A decline letter from a broker will not be accepted.

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and..... of .....

being the **Sole Director / Directors** of ..... of

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

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

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

this ..... day of ..... 2024

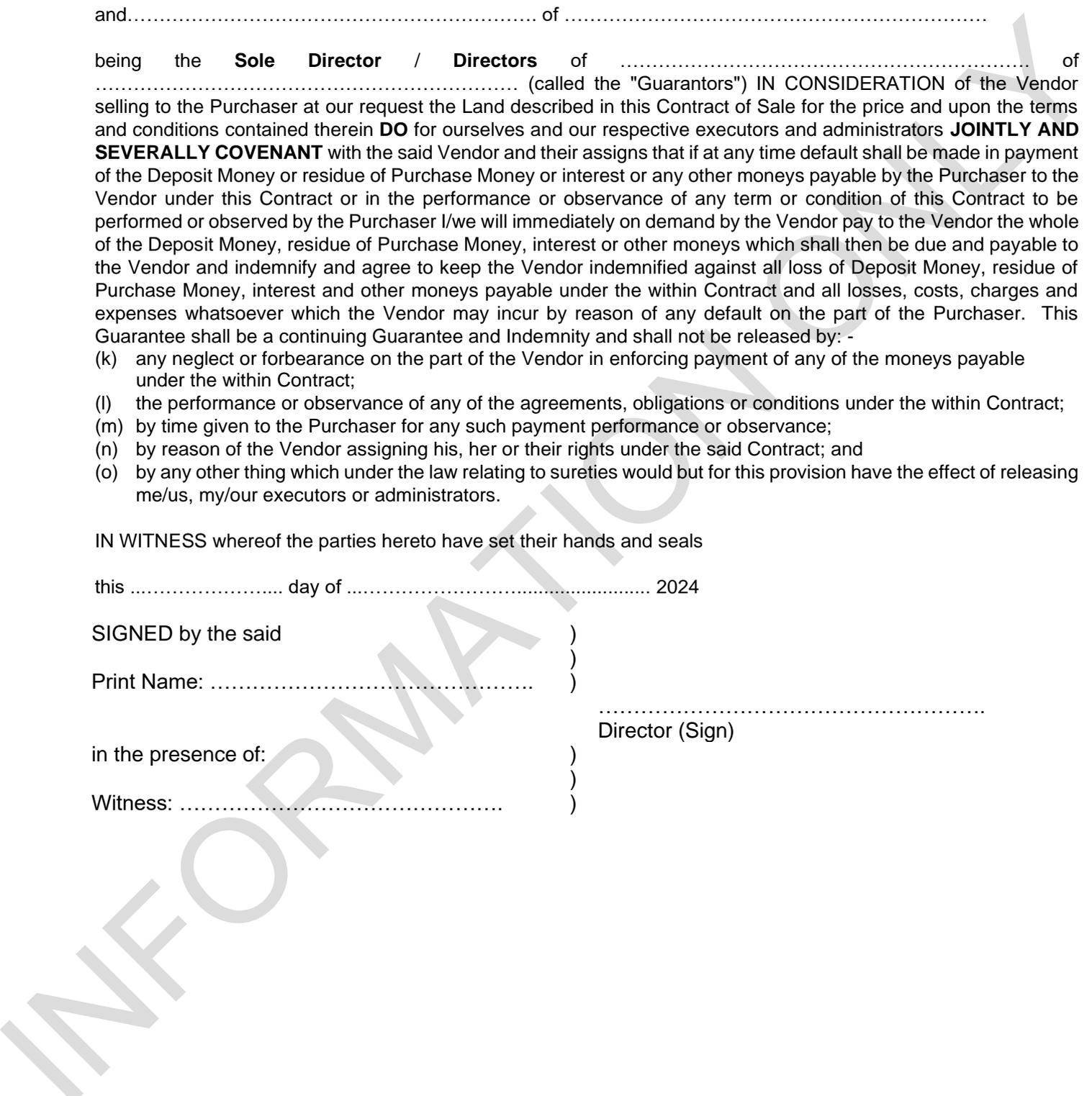
SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )



**SALE OF LAND REGULATIONS 2005**  
**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.
1. The auctioneer may refuse any bid.
2. The auctioneer may determine the amount by which the bidding is to be advanced.
3. The auctioneer may withdraw the property from sale at any time.
4. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
5. 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.
6. 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.
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.

## SCHEDULE 5

### Regulation 6

#### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

##### Meaning of Vendor

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

##### Bidding by Co-owners

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

##### Vendor bids

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

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she 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 person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

**Who made the bid?**

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

**It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing 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 Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday"

INFORMATION ONLY

# 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.

<b>Land</b>	15 MALACHI PLACE, EPPING VIC 3076
-------------	-----------------------------------

Vendor's name	DALJIT SINGH GILL	Date	/ /
Vendor's signature	_____		
Vendor's name	GURMIT GILL	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)  Their total does not exceed: \$3,000.00

## 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

Not Applicable

## 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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

## 3.4 Planning Scheme

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

**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:

NIL

**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:

NIL

**5. BUILDING PERMITS**

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

Not Applicable

**6. OWNERS CORPORATION**

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

Not Applicable

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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

Not Applicable

**8. SERVICES**

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

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

**9. TITLE**

Attached are copies of the following documents:

- 9.1  (a) Registered Title

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable

**10.2 Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 11523 FOLIO 504

Security no : 124113537508T  
Produced 19/03/2024 07:40 PM

**LAND DESCRIPTION**

Lot 359 on Plan of Subdivision 718139Q.  
PARENT TITLE Volume 11523 Folio 454  
Created by instrument PS718139Q 01/10/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
DALJIT GILL  
GURMIT GILL both of 16 HALLOWS STREET GLEN WAVERLEY VIC 3150  
AL453513Y 29/10/2014

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS718139Q 01/10/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AG465749T 22/04/2009

**DIAGRAM LOCATION**

SEE PS718139Q 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: 15 MALACHI PLACE EPPING VIC 3076

DOCUMENT END

# Imaged Document Cover Sheet

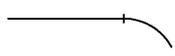
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Document Type	<b>Plan</b>
Document Identification	<b>PS718139Q</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>19/03/2024 19:40</b>

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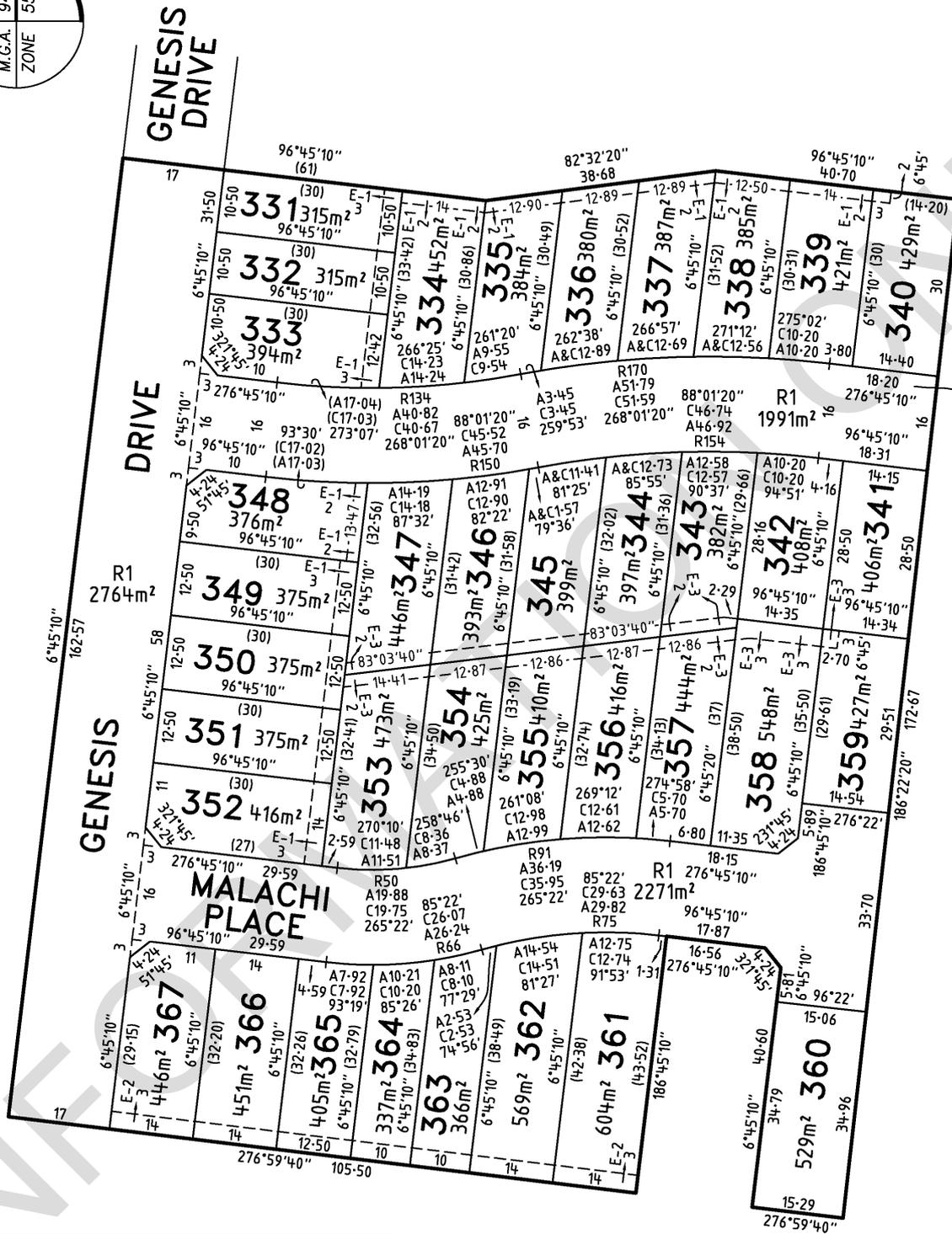
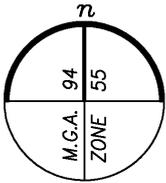
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<b>PLAN OF SUBDIVISION</b>		LV use only <b>EDITION 1</b>	Plan Number <b>PS 718139Q</b>
Location of Land <b>Parish:</b> WOLLERT  <b>Township:</b> - <b>Section:</b> 8 <b>Crown Allotment:</b> - <b>Crown Portion:</b> 3 (PART) <b>Title Reference:</b> VOL FOL  <b>Last Plan Reference:</b> LOT A ON PS702887M  <b>Postal Address:</b> GENESIS DRIVE (at time of subdivision) EPPING 3076  <b>MGA 94 Co-ordinates</b> E 323 630 Zone: 55 (of approx. centre of land in plan) N 5834 250		Council Name: WHITTLESEA CITY COUNCIL Council Ref:	
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>	
Identifier	Council/Body/Person	<b>Staging</b> This is/is not a staged subdivision Planning Permit No.	
ROAD R1	WHITTLESEA CITY COUNCIL	<b>Depth Limitation</b> DOES NOT APPLY TANGENT POINTS ARE SHOWN THUS: 	
AREA OF LAND SUBDIVIDED - 2.249ha  LOTS 1 TO 330 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  <b>Survey</b> This plan is/is not based on survey This survey has been connected to permanent marks no(s) 7, 22, 38, 123 In Proclaimed Survey Area No. -		<b>OTHER PURPOSE OF PLAN</b> REMOVAL OF CARRIAGEWAY, DRAINAGE & SEWERAGE EASEMENT E-1 ON PS646674Q & PS702887M NOW CONTAINED IN GENESIS DRIVE & MALACHI PLACE. REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-5 ON PS702887M NOW CONTAINED IN LEVITICUS STREET. REMOVAL OF SUPPLY OF ELECTRICITY & CARRIAGEWAY EASEMENT E-2 ON PS646674Q NOW CONTAINED IN MALACHI PLACE. REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-3 ON PS646674Q NOW CONTAINED IN GENESIS DRIVE.  <b>GROUNDS FOR REMOVAL OF EASEMENT</b> AGREEMENT BY ALL INTERESTED PARTIES	
<b>Easement Information</b>			
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)	
Subject Land	Purpose	Width (metres)	Origin
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS702887M PS702887M
E-2	SEWERAGE	SEE DIAG	PS646674Q
E-3 E-3	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN
<b>CHURCH SITE - 2</b>		LICENSED SURVEYOR (PRINT) ANDREW J. REAY	
<b>37 LOTS</b>		SIGNATURE ..... DATE / /	
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992 		REF 28260023 01/08/14 VERSION D	Sheet 1 of 3 sheets
		DWG 2826002AD	Original sheet size A3
		PLAN REGISTERED: TIME: 04:28 pm DATE: 01/10/2014 H.L. Assistant Registrar of Titles	

# PLAN OF SUBDIVISION

Plan Number

## PS 718139Q



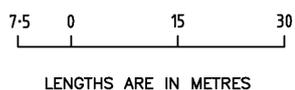
### CHURCH SITE - 2

#### Bosco Jonson Pty Ltd

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



ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE . . . . . DATE / /

REF 28260023 01/08/14 VERSION D  
 DWG 2826002AD

Sheet 2

# PLAN OF SUBDIVISION

Plan Number  
**PS 718139Q**

## CREATION OF RESTRICTION 'A'

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

Land to benefit: Lots 331 to 367 (all inclusive) on this plan.

Land to be burdened: Lots 331 to 367 (all inclusive) on this plan.

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

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

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

### CHURCH SITE - 2

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

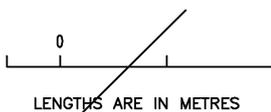


ORIGINAL

SCALE

Sheet 3

SCALE SHEET SIZE  
A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY  
 SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /  
 REF 28260023 01/08/14 VERSION D  
 DWG 2826002AD

**Plan of Subdivision PS718139Q  
Certifying a New Version of an Existing Plan  
(Form 11)**



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S035251T  
Plan Number: PS718139Q  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608287  
Surveyor's Plan Version: D

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 05/03/2014

**Public Open Space**

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

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

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

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Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

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

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

Land: Volume 10817 Folio 861

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

[Handwritten signature]

Name of officer:

DAVID TURNBULL CEO

Office held:

CHIEF EXECUTIVE OFFICER

Date:

17/4/2009

# Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 367 Harvest Home Road Epping

Purpose: Development Levies

*Whittlesea City Council*

*and*

*Open House Christian Fellowship Inc*

**AG465749T**

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MOORES LEGAL  
9 Prospect Street  
BOX HILL VIC 3128

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

DATE 17/4/2009

AG465749T



BETWEEN

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

("Council")

AND

OPEN HOUSE CHRISTIAN FELLOWSHIP INC  
of 70 Kingsway Drive, Lalor

("Owner")

RECITALS

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

THE PARTIES AGREE

1. DEFINITIONS

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

**Act** means the *Planning and Environment Act 1987*.

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

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

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

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

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

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

**Demand Unit** means each hectare of Developable Land.

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

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

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

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

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

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

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

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

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the O'Herns Road Property or any part of it.

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

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

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the O'Herns Road Property or any part of it and includes a Mortgagee-in-possession.

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

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

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

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

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

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

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

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

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

**3. SPECIFIC OBLIGATIONS OF THE OWNER**

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The Owner acknowledges and agrees that:

**3.1. Development Contributions**

the Owner must pay Council the Infrastructure Contribution:

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

**Infrastructure Contribution =**

<b>Development Levy</b>	<b>X</b>	<b>Area of Developable Land in that plan of subdivision.</b>
-------------------------	----------	--

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

**Infrastructure Contribution =**

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

**3.2. Timing of payment of contributions**

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

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

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

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

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

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

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

**3.3. Payment by credits**

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

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

**3.4. Adjustment of contributions excluding land**

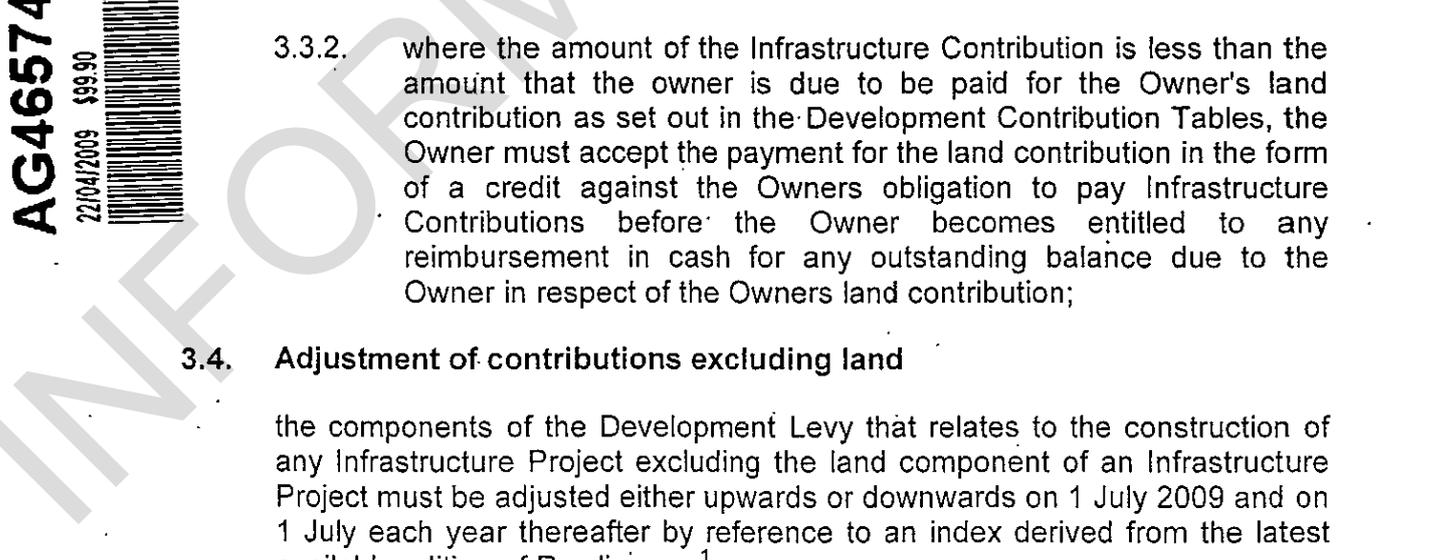
the components of the Development Levy that relates to the construction of any Infrastructure Project excluding the land component of an Infrastructure Project must be adjusted either upwards or downwards on 1 July 2009 and on 1 July each year thereafter by reference to an index derived from the latest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

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

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**3.5. Adjustment of land value**

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

**3.6. Penalty for late payment**

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

**3.7. Other contributions**

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

**3.8. Development Levy in respect of Public Transport Corridor**

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

**3.9. Council to construct infrastructure**

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

**3.10. Fixed land values**

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

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

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

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

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

#### 4. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

---

Council agrees that:

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

#### 5. FURTHER OBLIGATIONS OF THE OWNER

---

##### 5.1. Notice and Registration

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

##### 5.2. Further actions

The Owner further covenants and agrees that:

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

##### 5.3. Council's Costs to be Paid

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

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**6. AGREEMENT UNDER SECTION 173 OF THE ACT**

---

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

**7. OWNER'S WARRANTIES**

---

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

**8. SUCCESSORS IN TITLE**

---

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

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

**9. GENERAL MATTERS**

---

**9.1. Notices**

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

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

**9.2. Service of Notice**

A notice of other communication is deemed served:

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

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**9.3. No Waiver**

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

**9.4. Severability**

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

**9.5. No Fettering of Council's Powers**

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

**10. GOODS AND SERVICES TAX**

---

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

**11. COMMENCEMENT OF AGREEMENT**

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

**12. ENDING OF AGREEMENT**

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

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

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

[Signature] Chief Executive Officer      DAVID TURNBULL Full name

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



[Signature] Committee Member      SERAFIM ANTONIOU Full name

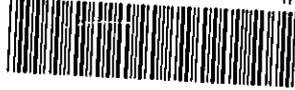
70 KINGSWAY DR LALOR Usual address

[Signature] Committee Member      NORMAN REILY Full name

70 KINGSWAY DR LALOR Usual address

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## Schedule 1

### Lower Order Infrastructure Items

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

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

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ANNEXURE "A"

INFORMATION ONLY



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

Property No	Developable Area (Ha)	Total contribution payable per net	Roads		Public Transport Corridor		Passive Open Space		Unencumbered Active Open Space		Unencumbered Outdoor Active Recreation		Community Facilities		On-Road Pedestrian & Cycle Trails		Total	Balance (negative number indicates cash payments required)
			Infrastructure Costs	Land contribution	Public Transport Corridor	Passive Open Space	Active Open Space Local	Active Open Space Regional	Outdoor Active Recreation	Community Facilities	On-Road Pedestrian & Cycle Trails	On-Road Pedestrian & Cycle Trails						
3	18.27	\$176,002.07	\$60,247.67	\$117,515.78	\$339,327.06	\$54,232.24	\$883,828.61	\$157,826.54	\$97,153.91	\$3,812,296.23	\$3,050,000.00	\$3,050,000.00	\$3,050,000.00	\$3,050,000.00	\$3,050,000.00	\$3,050,000.00	\$3,050,000.00	\$762,296.23
6	2.78	\$110,469.94	\$10,384.70	\$24,542.16	\$51,632.69	\$9,773.71	\$134,485.14	\$24,015.20	\$14,783.14	\$580,086.67	\$580,086.67	\$580,086.67	\$580,086.67	\$580,086.67	\$580,086.67	\$580,086.67	\$580,086.67	\$-219,913.33
11	5.24	\$208,223.91	\$19,574.04	\$423,237.73	\$97,322.05	\$18,422.38	\$253,489.98	\$45,266.07	\$27,864.61	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78	\$1,093,400.78
12	5.29	\$125,000.00	\$19,760.82	\$427,276.26	\$98,250.69	\$18,998.17	\$255,908.78	\$45,698.00	\$28,130.50	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$1,103,833.99	\$-96,166.01
13	8.1	\$321,872.84	\$30,257.59	\$654,241.53	\$150,440.57	\$28,477.35	\$391,845.20	\$69,972.36	\$43,073.16	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59	\$1,690,180.59
14	1.13	\$44,903.25	\$4,221.12	\$91,270.73	\$20,987.39	\$3,972.77	\$54,664.82	\$9,761.58	\$6,009.97	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63	\$235,790.63
17	2.45	\$97,356.60	\$9,151.99	\$197,887.87	\$45,803.63	\$8,613.52	\$118,521.08	\$21,164.48	\$13,028.30	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46	\$511,227.46
20	3.32	\$131,928.13	\$12,401.87	\$288,158.26	\$61,662.06	\$11,672.20	\$160,608.15	\$28,680.03	\$17,654.68	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38	\$692,765.38
21	3	\$119,212.16	\$11,208.51	\$242,311.68	\$55,718.73	\$10,547.17	\$145,127.85	\$25,915.69	\$15,953.02	\$629,992.81	\$629,992.81	\$629,992.81	\$629,992.81	\$629,992.81	\$629,992.81	\$629,992.81	\$629,992.81	\$-49,007.19
23	1.27	\$50,466.48	\$4,744.09	\$102,378.61	\$23,387.60	\$4,464.87	\$61,437.46	\$10,970.97	\$6,753.45	\$265,003.62	\$265,003.62	\$265,003.62	\$265,003.62	\$265,003.62	\$265,003.62	\$265,003.62	\$265,003.62	\$-509,996.38
24	1.29	\$51,261.23	\$4,818.80	\$104,184.02	\$23,959.05	\$4,535.28	\$62,404.98	\$11,143.75	\$6,859.80	\$269,176.91	\$269,176.91	\$269,176.91	\$269,176.91	\$269,176.91	\$269,176.91	\$269,176.91	\$269,176.91	\$19,776.91
25	1.37	\$54,440.22	\$5,117.64	\$110,655.67	\$25,444.89	\$4,816.54	\$86,276.05	\$11,834.83	\$7,285.21	\$285,870.05	\$285,870.05	\$285,870.05	\$285,870.05	\$285,870.05	\$285,870.05	\$285,870.05	\$285,870.05	\$110,870.05
26	1.82	\$72,322.05	\$6,788.62	\$147,002.42	\$33,002.70	\$6,398.61	\$88,044.23	\$15,722.18	\$9,678.17	\$378,768.97	\$378,768.97	\$378,768.97	\$378,768.97	\$378,768.97	\$378,768.97	\$378,768.97	\$378,768.97	\$-70,231.03
27	1.83	\$72,719.42	\$6,835.97	\$147,810.12	\$33,988.42	\$6,433.77	\$88,827.99	\$15,808.57	\$9,731.34	\$381,855.62	\$381,855.62	\$381,855.62	\$381,855.62	\$381,855.62	\$381,855.62	\$381,855.62	\$381,855.62	\$-68,144.38
28	0.72	\$28,610.92	\$2,689.56	\$58,154.80	\$13,372.49	\$2,531.32	\$34,630.68	\$6,219.77	\$3,828.73	\$150,238.28	\$150,238.28	\$150,238.28	\$150,238.28	\$150,238.28	\$150,238.28	\$150,238.28	\$150,238.28	\$-74,761.72
TOTAL	57.88	\$225,000.00	\$22,500.00	\$450,000.00	\$100,000.00	\$20,000.00	\$225,000.00	\$40,000.00	\$25,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$4,027,488.00

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

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**ANNEXURE "B"**

INFORMATION ONLY

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# AG465749T

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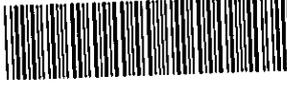


Table 3: -Land Budget

Property Number	Total Area (hectares)	Encumbered Land (hectares)						Gross Developable Area (GDA) (Total Area minus Encumbered Land Area) (hectares)			Unencumbered Public Open Space (hectares)		Net Developable Area (NDA) (GDA Area minus Unencumbered Land Area) (hectares)
		Power Easement	Gas Easement	Edges Creek (1:100 Flood Area)	Conservation Area	Land for arterial road widening not required for ADP2	POS Active & Passive Rec (Retaining Basin)	Transit Corridor	Gross Developable Area (GDA) (Total Area minus Encumbered Land Area) (hectares)	Passive Open Space	Active Open Space		
1	59.88	-	-	-	6.29	-	0.98	-	52.61	2.12	4.58	45.91	
2	38.01	-	-	-	17.84	-	-	-	20.17	1.49	-	18.68	
3	30.50	-	2.53	-	3.03	-	-	-	24.94	6.67	-	18.27	
4	36.41	-	3.10	-	10.31	0.04	-	-	22.98	3.22	-	19.74	
5	11.69	-	-	-	0.24	-	-	-	11.45	-	-	11.45	
6	4.01	-	-	-	-	-	-	-	4.01	1.23	-	2.78	
7	36.46	-	-	1.07	-	-	-	-	35.39	2.10	4.20	29.09	
8	53.09	-	-	4.63	0.33	-	-	-	48.13	0.92	-	47.21	
9	50.31	-	-	4.59	-	-	-	2.17	43.55	2.10	-	41.45	
10	49.49	-	-	2.46	7.64	-	-	2.74	36.65	1.33	-	35.32	
11	5.24	-	-	-	-	-	-	-	5.24	-	-	5.24	
12	8.30	-	0.97	-	-	0.19	-	-	7.14	-	1.85	5.29	
13	8.10	-	-	-	-	-	-	-	8.10	-	-	8.10	
14	1.13	-	-	-	-	-	-	-	1.13	-	-	1.13	
15	44.34	4.90	0.70	-	8.69	0.22	-	-	29.83	1.41	3.91	24.51	
16	42.39	-	-	6.31	0.35	-	0.13	-	35.60	3.37	1.33	30.90	
17	2.45	-	-	-	-	-	-	-	2.45	-	-	2.45	
18	30.30	-	-	-	1.81	-	-	1.76	28.73	2.81	0.84	23.08	
19	4.25	4.12	-	-	-	-	-	-	0.13	-	-	0.13	
20	3.94	0.15	-	0.47	-	-	-	-	3.32	-	-	3.32	
21	4.06	-	-	0.37	-	-	-	-	3.69	0.69	-	3.00	
22	14.91	-	-	-	-	1.00	-	-	13.91	0.57	-	13.34	
23	1.61	-	-	-	-	0.25	-	-	1.36	0.09	-	1.27	
24	2.10	-	-	0.61	-	0.20	-	-	1.29	-	-	1.29	
25	2.51	-	-	0.88	-	0.26	-	-	1.37	-	-	1.37	
26	2.02	-	-	-	-	0.20	-	-	1.82	-	-	1.82	
27	2.03	-	-	-	-	0.20	-	-	1.83	-	-	1.83	
28	0.81	-	-	-	-	0.08	-	-	0.72	-	-	0.72	
29	32.42	4.47	-	-	-	0.80	-	2.14	25.01	0.10	-	24.91	
A	2.58	0.23	-	-	-	-	-	-	2.35	-	-	2.35	
B	0.45	-	-	-	-	-	-	-	0.45	0.24	-	0.21	
C	0.27	-	-	-	-	-	-	-	0.27	0.09	-	0.18	
Veeringes Road	2.65	-	-	-	10.90	-	-	-	14.55	0.16	-	14.39	
Harvest Home Road	3.47	0.07	-	0.19	-	0.02	-	0.07	3.32	0.47	-	2.48	
Colliers Road	0.82	0.17	-	-	-	-	-	-	0.65	-	-	0.65	
TOTAL	592.67	13.81	7.60	21.58	57.43	3.47	1.11	8.88	478.79	31.17	19.14	428.48	

ANNEXURE "C"

INFORMATION ONLY

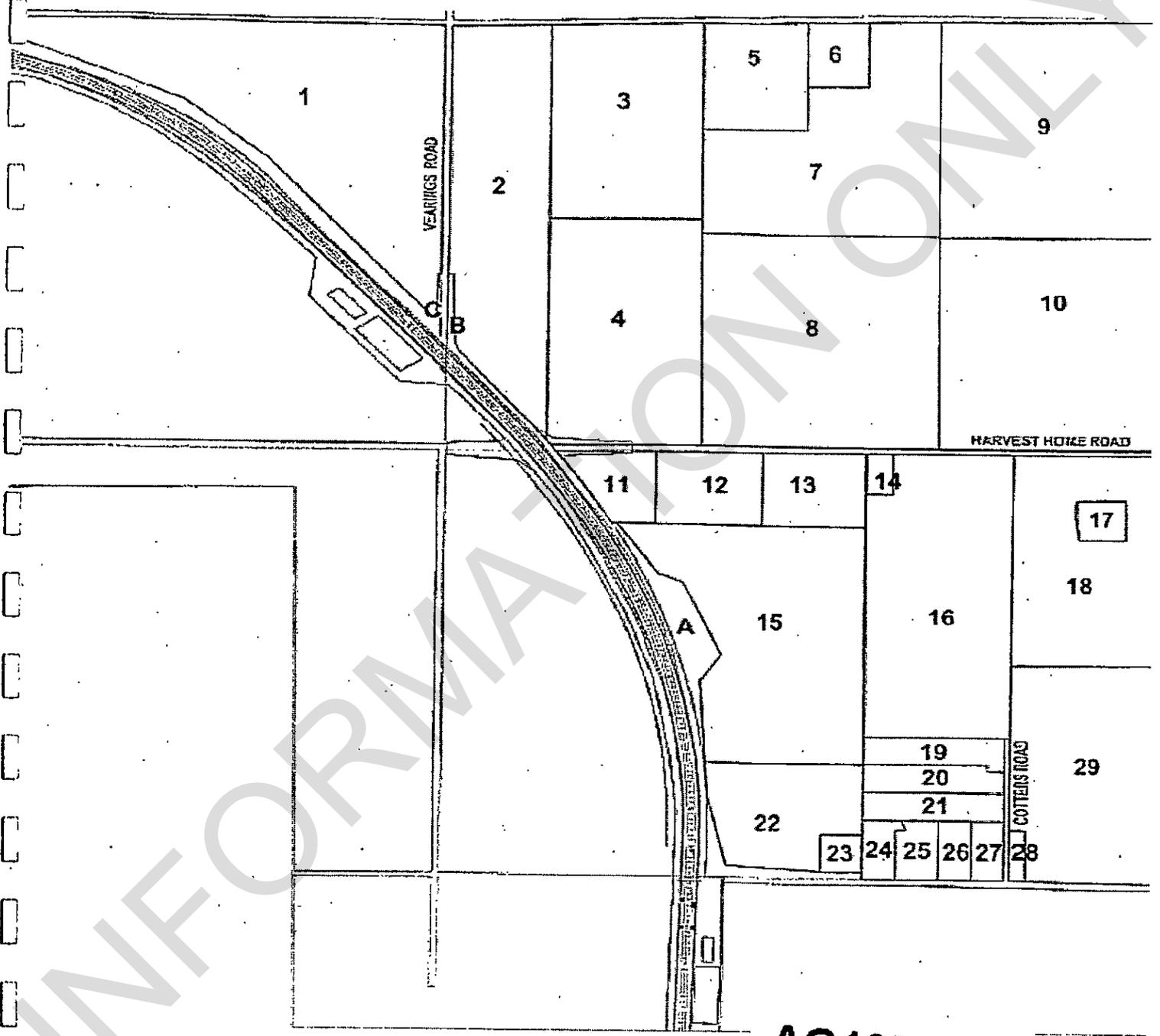
**AG465749T**

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"C"

# Land Holding Plan



## AG465749T

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ANNEXURE "D"

INFORMATION ONLY

**AG465749T**  
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" D "

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 608873Y</b>
----------------------------	----------------	-------------------------------	----------------------------------

Location of Land  
 Parish: WOLLERT  
 Township: -  
 Section: 8  
 Crown Allotment: -  
 Crown Portion: 3 (PART)  
 Title References  
 C/T VOL 10817 FOL 861  
 Last Plan Reference: PS522187U (LOT 2)  
 Postal Address: 367 HARVEST HOME ROAD  
 (At time of subdivision) EPPING 3076  
 MGA Co-ordinates: E 323 350  
 (Of approx. centre of plan) N 5 834 150 Zone 55

**Council Certification and Endorsement**

Council Name: WHITTLESEA CITY COUNCIL Ref:

- This Plan is certified under Section 8 of the Subdivision Act 1988.
- This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 .....
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**OPEN SPACE**  
 (I) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.  
 (R) The requirement has been satisfied.  
 (RI) The requirement is to be satisfied in Stage

Council delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate  
 Council seal  
 Date / /

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
NIL	NIL

**AG465749T**

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**Notations**

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision  
 Planning permit No.

Survey: This plan is based on survey  
 (To be completed where applicable)

This survey has been connected to permanent mark no(s). -  
 In Proclaimed Survey Area no. -

**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

**LR use only**

Statement of compliance/  
 Exemption Statement

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	CARRIAGEWAY	See diag	THIS PLAN	LOT 2 ON THIS PLAN
E-2	TELECOMMUNICATION	2	THIS PLAN	LOT 2 ON THIS PLAN
E-2	POWERLINE	2	THIS PLAN	SPI ELECTRICITY PTY LTD
E-3	WATER SUPPLY	See diag	Section 88 of Electricity Industry Act 2000 THIS PLAN	LOT 2 ON THIS PLAN
E-4	SEWERAGE	See diag	THIS PLAN	LOT 2 ON THIS PLAN

Received

Date: / /

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

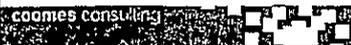
**LR use only**

PLAN REGISTERED  
 TIME  
 Date: / /

Assistant Registrar of Titles.

**AURORA ESTATE - OHCF TWO LOT PLAN** AREA OF PLAN - 8.096ha Sheet 1 of 2 Sheets

Coomes Consulting Group Pty Ltd  
 consult@coomes.com.au coomes.com.au  
 21 Albert Road PO Box 305 South Melbourne Victoria 3205  
 T 61 3 9593 7888 F 61 3 9593 7899



LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy

SIGNATURE ..... DATE / /

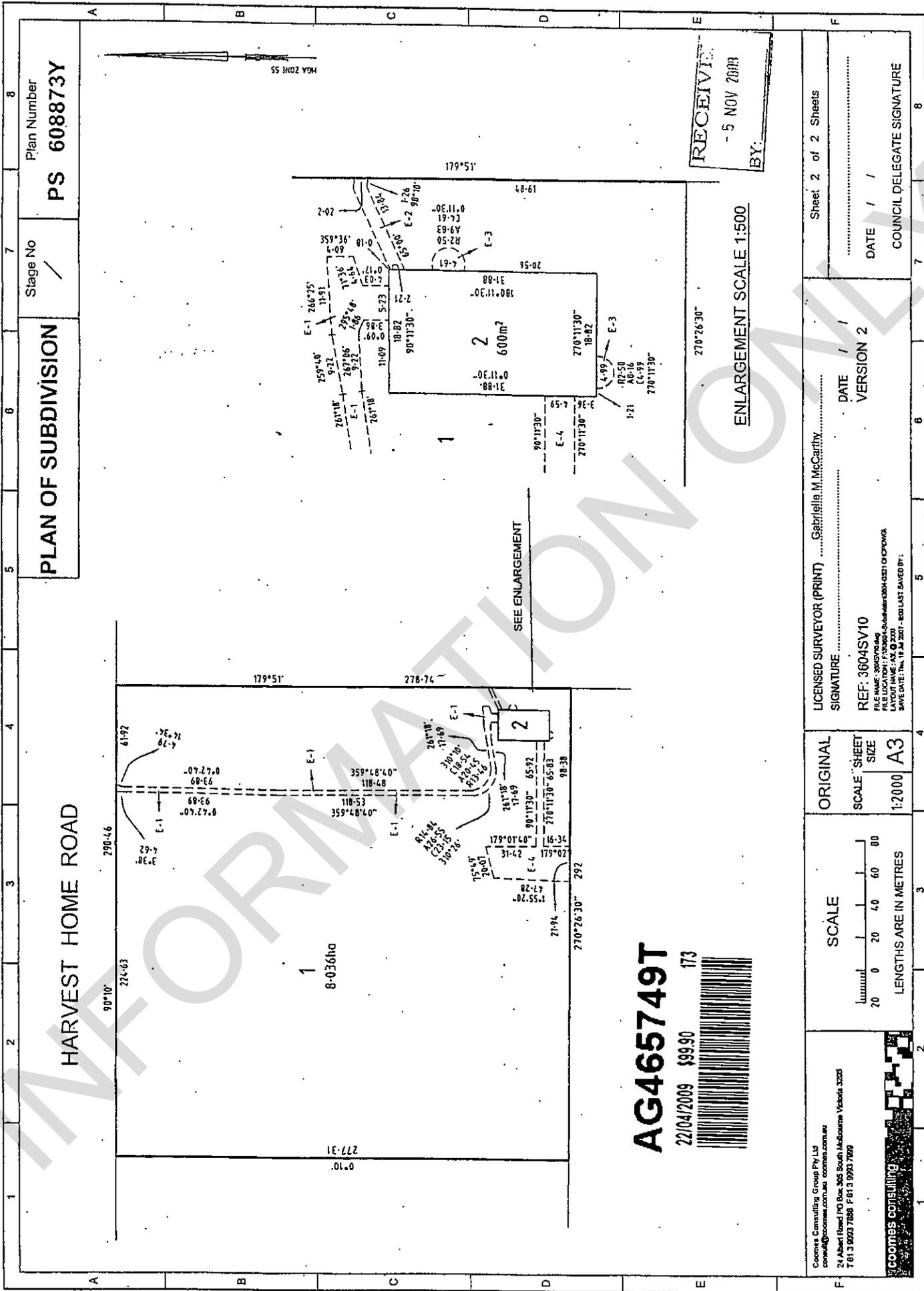
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AG465749T

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Coomes Consulting Group Pty Ltd  
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PLAN OF SUBDIVISION  
 Stage No /  
 Plan Number  
 PS 608873Y



ANNEXURE "E"

INFORMATION ONLY

**AG465749T**

22/04/2009 \$99.90 173



## Annexure E

### Plan of Subdivision

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

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

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

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

**AG465749T**



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 19 March 2024 07:30 PM

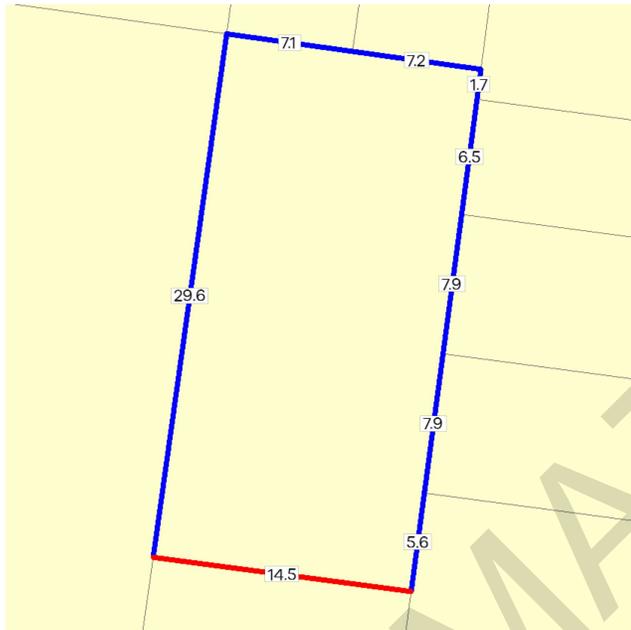
## PROPERTY DETAILS

Address: **15 MALACHI PLACE EPPING 3076**  
Lot and Plan Number: **Lot 359 PS718139**  
Standard Parcel Identifier (SPI): **359\PS718139**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **906131**  
Directory Reference: **Melway 181 F4**

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

## SITE DIMENSIONS

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



**Area:** 427 sq. m

**Perimeter:** 88 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

The Planning Property Report for this property can be 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>

**37.02 COMPREHENSIVE DEVELOPMENT ZONE**31/07/2018  
VC148

Shown on the planning scheme map as **CDZ** with a number.

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.

**37.02-1 Table of uses**19/01/2006  
VC37**Section 1 - Permit not required**

Use	Condition
-----	-----------

Any use in Section 1 of the schedule to this zone

Must comply with any condition in Section 1 of the schedule to this zone.

**Section 2 - Permit required**

Use	Condition
-----	-----------

Any use in Section 2 of the schedule to this zone

Must comply with any condition in Section 2 of the schedule to this zone.

Any other use not in Section 1 or 3 of the schedule to this zone

**Section 3 - Prohibited**

Use
-----

Any use in Section 3 of the schedule to this zone

**37.02-2 Use of land**31/07/2018  
VC148

Any requirement in the schedule to this zone must be met.

**Application requirements**

An application to use land must be accompanied by any information specified in the schedule to this zone.

**Exemption from notice and review**

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.

- Any guidelines in the schedule to this zone.

### 37.02-3 Subdivision

15/03/2024  
VC256

#### Permit requirement

A permit is required to subdivide land.

An application to subdivide land for residential development, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

Any requirement in the schedule to this zone must be met.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

#### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> </ul>	Clause 59.02

**Class of application****Information requirements and decision guidelines**

- An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.

Subdivide land into 2 lots if:

Clause 59.02

- The construction of a building or the construction or carrying out of works on the land:
  - Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
  - Has started lawfully.
- The subdivision does not create a vacant lot.

**Application requirements**

An application to subdivide land must be accompanied by any information specified in the schedule to this zone.

**Exemption from notice and review**

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The objectives and standards of Clause 56.
- Any guidelines in the schedule to this zone.

**37.02-4 Buildings and works**

20/12/2021  
VC174

**Permit requirement**

A permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise.

Any requirement in the schedule to this zone must be met.

An apartment development must meet the requirements of Clause 58.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

**Class of application****Information requirements and decision guidelines**

Construct a building or construct or carry out works with an estimated cost of up to \$500,000 and the land is not:

Clause 59.04

- Within 30 metres of land (not a road) which is in a residential zone.
- Used for a purpose listed in the table to Clause 53.10.

**Transitional provisions**

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clause 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

**Application requirements**

An application to construct a building or construct or carry out works must be accompanied by any information specified in the schedule to this zone.

An application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development, must be accompanied by an urban context report and design response as required in Clause 58.01.

**Exemption from notice and review**

An application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if it is generally consistent with the comprehensive development plan.

The schedule to this zone may specify that other applications are also exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.
- Any guidelines in the schedule to this zone.

VC148

Sign requirements are at Clause 52.05. This zone is in Category 3 unless a schedule to this zone specifies a different category.

INFORMATION ONLY

27/05/2019  
C239wsea**SCHEDULE 4 TO CLAUSE 37.02 COMPREHENSIVE DEVELOPMENT ZONE**Shown on the planning scheme map as **CDZ4** .**AURORA COMPREHENSIVE DEVELOPMENT PLAN****Land**

That part of Epping North known generally as Aurora and being north of O'Herns Road, south of Craigieburn Road East and east of the Hume Freeway (Craigieburn Bypass).

**Purpose**

- To designate land suitable for urban development.
- To provide for development of land generally in accordance with the relevant comprehensive development plan.
- To pursue a more sustainable form of greenfield development based on traditional neighbourhood design principles.
- To engender a positive sense of place through incorporation of diverse streetscapes and good urban design in the public realm.
- To implement a high standard of contemporary architectural and urban design outcomes.
- To encourage a reduction in the use of natural resources such as potable water through the provision and utilisation of recycled water provided to future residents of the area to achieve the sustainability objectives identified in the Aurora Sustainability Covenant.
- To protect, retain and enhance the natural and cultural features of the land.
- To facilitate a mix of land uses, including residential, community, retail, commercial and recreational, to support a sustainable community.
- To facilitate a range of lot sizes with generally increased development densities and dwelling types to meet a diversity of lifestyle choices and to provide the opportunity for high quality and sustainable public transport.
- To assist in protecting and enhancing the Edgars Creek (as part of the larger Merri Creek Catchment) as an environmental, conservation and recreation asset of local significance, through sensitive design and landscaping.
- To provide for a range of pedestrian scale retail, commercial and community facilities of appropriate sizes to serve the needs of existing and future residents of the area.
- To provide a safe, efficient, highly permeable, multi modal and attractive movement network.
- To ensure that non-residential uses do not cause an unreasonable loss of amenity to people in areas set aside and used for dwellings.

1.0  
01/12/2023  
VC217**Table of uses****Section 1 - Permit not required**

<b>Use</b>	<b>Condition</b>
<b>Animal keeping (other than Animal boarding)</b>	Must not be more than 2 animals.
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
<b>Bed and breakfast</b>	No more than 6 persons may be accommodated away for their normal place of residence unless the site is in an activity centre

Use	Condition
	<p>(primary, tertiary or local) identified in a development plan approved under a Development Plan Overlay.</p> <p>At least 1 car parking spaces must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>
<b>Caretaker's house</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Car wash</b>	The site is identified for the use or is in an activity centre (secondary, tertiary or local), in a development plan approved under a Development Plan Overlay.
<b>Child care centre</b>	<p>The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.</p> <p>Any frontage at ground level must not exceed 2 metres and access must not be shared with a dwelling (other than a caretaker's house), in an activity centre (primary and local) in a development plan approved under a Development Plan Overlay.</p>
<b>Cinema</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Cinema-based entertainment facility</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Dependent person's unit</b>	Must be the only dependent person's unit on the lot.
<b>Dwelling (other than Bed and breakfast and Caretaker's house)</b>	
<b>Education centre</b>	<p>The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.</p> <p>Any frontage at ground level must not exceed 10 metres and access must not be shared with a dwelling (other than a caretaker's house), in an activity centre in a development plan approved under a Development Plan Overlay.</p>
<b>Food and drink premises</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Home based business</b>	
<b>Indoor recreation facility</b>	The site is identified for the use or is in an activity centre, in a

Use	Condition
	development plan approved under a Development Plan Overlay.
<b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Office (other than Medical centre)</b>	The site is identified for the use or is in an activity centre (primary, tertiary or local), in a development plan approved under a Development Plan Overlay.
<b>Open sports ground</b>	
<b>Place of assembly (other than Amusement parlour, Carnival, Circus and Nightclub)</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Railway</b>	
<b>Restricted retail premises</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Retail premises (other than Adult sex product shop, Food and drink premises, Shop and Trade supplies)</b>	The site is identified for the use or is in an activity centre (primary, secondary or local), in a development plan approved under a Development Plan Overlay.
<b>Service station</b>	The site is identified for the use or is in an activity centre (primary, secondary or local), in a development plan approved under a Development Plan Overlay.
<b>Shop (other than Adult sex product shop, Convenience shop and Restricted retail premises)</b>	The site is identified for the use or is in an activity centre (primary or local), in a development plan approved under a Development Plan Overlay.
<b>Trade supplies</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Tramway</b>	
<b>Warehouse</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.

Use	Condition
-----	-----------

Must not be for a purpose listed in the table to Clause 53.10.

**Any use listed in Clause 62.01**

Must meet the requirements of Clause 62.01.

## Section 2 - Permit required

Use	Condition
-----	-----------

**Accommodation (other than Bed and breakfast, Caretaker's house, Dependent person's unit, Dwelling and Corrective institution)**

**Adult sex product shop**

The site is identified for the use or is in an activity centre (primary), in a development plan approved under a Development Plan Overlay.

The site is at least 200 metres (measured by the shortest route reasonably accessible on foot) from a residential area identified in a development plan approved under a Development Plan Overlay, land used or intended to be used for a hospital or education facility or land in a public acquisition overlay to be acquired for a hospital or education facility.

**Agriculture (other than Animal boarding, Animal keeping, Animal training, Apiculture, Horse stables and Intensive animal husbandry)**

**Amusement parlour**

The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.

**Animal keeping (other than Animal boarding) - if the section 1 condition is not met**

Must be no more than 5 animals.

**Caretaker's house - if the section 1 condition is not met**

**Car park**

**Car wash - if the section 1 condition is not met**

The site must either:

- adjoin an activity centre in a development plan approved

Use	Condition
	<p>under a Development Plan Overlay;</p> <ul style="list-style-type: none"> <li>▪ adjoin or have access to a Main Street as identified in the relevant comprehensive development plan</li> </ul>
<b>Child care centre - if the section 1 condition is not met</b>	
<b>Convenience restaurant</b>	The site must adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.
<b>Convenience shop</b> <b>Display home</b> <b>Education centre - if the section 1 condition is not met</b> <b>Food and drink premises (other than Convenience restaurant and Take away food premises) - if the section 1 condition is not met</b> <b>Hotel</b> <b>Indoor recreation facility - if the section 1 condition is not met</b>	
<b>Industry (other than Automated collection point and Car wash)</b>	<p>The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.</p> <p>Must not be a purpose listed in the table to clause 53.10.</p>
<b>Leisure and recreation facility (other than Indoor recreation facility, Informal outdoor recreation, Motor racing track and Open sports ground)</b> <b>Market</b> <b>Medical centre - if the section 1 condition is not met</b>	
<b>Nightclub</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Office (other than Medical centre) - if the section 1 condition is not met</b>	The site is identified for the use or is in an activity centre (secondary), in a development plan approved under a Development Plan Overlay.

Use	Condition
<p><b>Place of assembly (other than Amusement parlour, Carnival, Circus and Nightclub) - if the section 1 condition is not met</b></p> <p><b>Plant nursery</b></p>	
<p><b>Service station - if the section 1 condition is not met</b></p>	<p>The site must either:</p> <ul style="list-style-type: none"> <li>▪ be in an activity centre (tertiary) in a development plan approved under a Development Plan Overlay;</li> <li>▪ adjoin an activity centre in a development plan approved under a Development Plan Overlay;</li> <li>▪ adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.</li> </ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"> <li>▪ 3000 square metres;</li> <li>▪ 3600 square metres if it adjoins on two boundaries a Main Street as identified in the relevant comprehensive development plan.</li> </ul>
<p><b>Store</b></p>	<p>Must be in a building, not a dwelling, and used to store equipment, goods or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.</p>
<p><b>Take away food premises</b></p>	<p>The site must adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.</p>
<p><b>Transport terminal</b></p>	<p>The site is identified for the use or is in an activity centre (primary, secondary, tertiary or local), in a development plan approved under a Development Plan Overlay.</p> <p>The site must adjoin a railway line or equivalent reservation and be for the purposes of a railway station or bus terminal.</p>
<p><b>Utility installation (other than Minor utility installation and Telecommunications facility)</b></p> <p><b>Veterinary centre</b></p> <p><b>Any other use not in Section 1 or 3</b></p>	
<p><b>Section 3 - Prohibited</b></p>	
Use	
<p><b>Animal boarding</b></p>	

## Use

**Animal training**

**Cinema - if the section 1 condition is not met**

**Cinema-based entertainment facility - if the section 1 condition is not met**

**Corrective institution**

**Extractive industry**

**Horse stables**

**Intensive animal husbandry**

**Motor racing track**

**Retail premises (other than Adult sex product shop, Convenience restaurant, Convenience shop, Hotel, Market, Restaurant, Take away food premises and Tavern) - if the section 1 condition is not met**

**Saleyard**

**Warehouse - if the section 1 condition is not met**

## 2.0

29/11/2007  
C41(Part 1)

### Use of land

The use of land must be generally in accordance with the provisions of any relevant development plan approved under a Development Plan Overlay.

A use must not detrimentally affect the amenity of the neighbourhood, including through the:

- transport or materials, goods or commodities to or from the land;
- appearance of any building, works or materials;
- emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash dust, waste water, waste products, grit or oil.

## 2.1

29/11/2007  
C41(Part 1)

### Application requirements

An application to use land must be accompanied by the following information, as appropriate.

- The purpose of the use and the type of activities which will be carried out.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and dispatch of goods and materials, hours of operation and light spill, solar access and glare.
- The means of maintaining land not required for immediate use.
- If an industry or warehouse:
  - the type and quantity of goods to be stored, processed or produced;
  - whether a Works Approval or Waste Discharge Licence is required from the Environment Protection Authority;
  - whether a licence under the Dangerous Goods Act 1985 is required.
- The likely effects on adjoining land including air-borne emission and emissions to land and water.

## 2.2

29/11/2007  
C41(Part 1)

### Exemption from notice and review

An application for a section 2 use on a site that is identified for the use or is in an activity centre, in any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section

52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

### **2.3 Decision guidelines**

27/05/2019  
C239wsea

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect that existing uses may have on the proposed use;
- for non-residential uses, the potential amenity impact on areas set aside and used for dwellings;
- the effect on the values of any relevant conservation area;
- the drainage of the land;
- the availability of and connection of services;
- the effect of traffic to be generated on roads;
- the interim use of those parts of the land not required for the proposed use;
- any other matters which relate to the use of the land.

### **3.0 Subdivision**

29/11/2007  
C41(Part 1)

#### **3.1 Permit requirement**

29/11/2007  
C41(Part 1)

A permit may be granted to subdivide land where the responsible authority is satisfied that the proposed subdivision is generally in accordance with any relevant development plan approved under a Development Plan Overlay and where services can be provided to meet the requirements of authorities specified as referral authorities.

Where a development plan has not been approved, the responsible authority may grant a permit for subdivision provided that the responsible authority is satisfied that the subdivision will not prejudice the future development or use of the land having regard to the purpose of the zone or any other relevant aspect of the Scheme.

#### **3.2 Application requirements**

29/11/2007  
C41(Part 1)

An application to subdivide land must be accompanied by the following information, as appropriate.

- A plan drawn to scale which shows:
  - the boundaries of the site;
  - areas of subdivision;
  - street types.

#### **3.3 Exemption from notice and review**

29/11/2007  
C41(Part 1)

An application to subdivide land which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

### **3.4 Decision guidelines**

27/05/2019  
C239wsea

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified

in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the relationship of the proposed subdivision to the existing and proposed subdivision and use of adjoining land;
- the effect on the values of any relevant conservation area;
- the requirements of authorities specified as referral authorities in clause 66;
- the need for financial or other contributions towards the provision of reticulated service infrastructure, community facilities and transport systems as set out in any relevant development plan approved under a Development Plan Overlay and appropriate agreements, conditions or other arrangements to guarantee those contributions.

## **4.0 Construction and extension of one dwelling on a lot**

29/11/2007  
C41(Part 1)

### **4.1 Permit requirement**

29/11/2007  
C41(Part 1)

A permit is required to construct or extend one dwelling on a lot if the lot is less than 300 square metres.

The construction or extension of a dwelling includes a front fence within 3 metres of a street if the fence exceeds the maximum height specified in clause 54.06-2.

A development must meet the requirements of clause 54.

### **4.2 No permit required**

29/11/2007  
C41(Part 1)

No permit is required to construct or extend:

- works normal to a dwelling;
- an open-sided pergola or verandah with a finished floor level not more than 800 mm above natural ground level and a maximum building height not more than 3 metres above natural ground level;
- an outbuilding with a gross floor area not more than 10 square metres and a maximum building height not more than 3 metres above natural ground level;
- a deck with a finished floor level not more than 800 mm above natural ground level;
- a domestic swimming pool or spa and associated mechanical equipment and safety fencing.

This does not apply to the construction or extension of a garage or carport.

### **4.3 Exemption from notice and review**

29/11/2007  
C41(Part 1)

An application to construct or extend one dwelling on a lot which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

### **4.4 Decision guidelines**

27/05/2019  
C239wsea

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;

- the objectives, standards and decision guidelines of clause 54.

## **5.0 Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

29/11/2007  
C41(Part 1)

### **5.1 Permit requirement**

29/11/2007  
C41(Part 1)

A permit is required to:

- construct a dwelling if there is at least one dwelling existing on the lot;
- construct two or more dwellings on a lot;
- extend a dwelling if there are two or more dwellings on the lot;
- construct or extend a dwelling on common property;
- construct or extend a residential building.

The construction or extension of a dwelling or a residential building includes a front fence within 3 metres of a street if the fence exceeds the maximum height specified in clause 55.06-2.

A development must meet the requirements of clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A permit is not required to construct one dependent person's unit on a lot.

### **5.2 Exemption from notice and review**

29/11/2007  
C41(Part 1)

An application to construct or extend two or more dwellings on a lot which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

### **5.3 Decision guidelines**

27/05/2019  
C239wsea

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect that existing uses may have on the proposed use;
- the drainage of the land;
- the availability of and connection of services;
- the effect of traffic to be generated on roads;
- the interim use of those parts of the land not required for the proposed use;
- any other matters which relate to the use of the land;
- the objectives, standards and decision guidelines of clause 55.

## **6.0 Buildings and works (other than for Dwelling and Residential building)**

29/11/2007  
C41(Part 1)

### **6.1 Permit requirement**

29/11/2007

**C41(Part 1)**

A permit is required to construct a building or construct or carry out works. This includes the internal rearrangement of a building if the existing leasable floor area is exceeded.

This does not apply to a building or works which are a modification necessary to comply with a direction or licence under the Dangerous Goods Act 1985 or a Waste Discharge Licence, Works Approval or Pollution Abatement Notice under the Environment Protection Act 1970.

**6.2 Application requirements**

29/11/2007  
C41(Part 1)

An application to construct a building or construct or carry out works must be accompanied by the following information as appropriate.

- A plan drawn to scale which shows where relevant:
  - the boundaries and dimensions of the site;
  - adjoining roads;
  - the location and purpose of buildings and works on adjoining land;
  - relevant ground levels;
  - the layout of existing and proposed building and works;
  - all driveways, car parking and loading areas;
  - proposed landscape areas;
  - all external storage and waste treatment areas;
  - all external storage and waste treatment areas;
  - areas not required for immediate use.
- Elevation drawings to scale showing the colour and materials and finishes of all buildings and works.
- A landscape layout that includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.

**6.3 Exemption from notice and review**

29/11/2007  
C41(Part 1)

An application to construct a building or to construct or carry out works for a use in Section 1 or Section 2 of clause 1.0 of this schedule on a site that is identified for the use or is in an activity centre, in any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

**6.4 Decision guidelines**

27/05/2019  
C239wsea

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect of traffic to be generated on roads;
- the effect on the values of any relevant conservation area;
- any other matters which relate to the use of the land.

**7.0 Signs**

27/05/2019  
C239wsea

Sign requirements are at Clause 52.05. All land included in an activity centre in any relevant development plan approved under a Development Plan Overlay is in Category 1. All other land is in Category 3.

INFORMATION ONLY

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 March 2024 07:30 PM

## PROPERTY DETAILS

Address: **15 MALACHI PLACE EPPING 3076**  
Lot and Plan Number: **Lot 359 PS718139**  
Standard Parcel Identifier (SPI): **359\PS718139**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **906131**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 F4**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

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

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



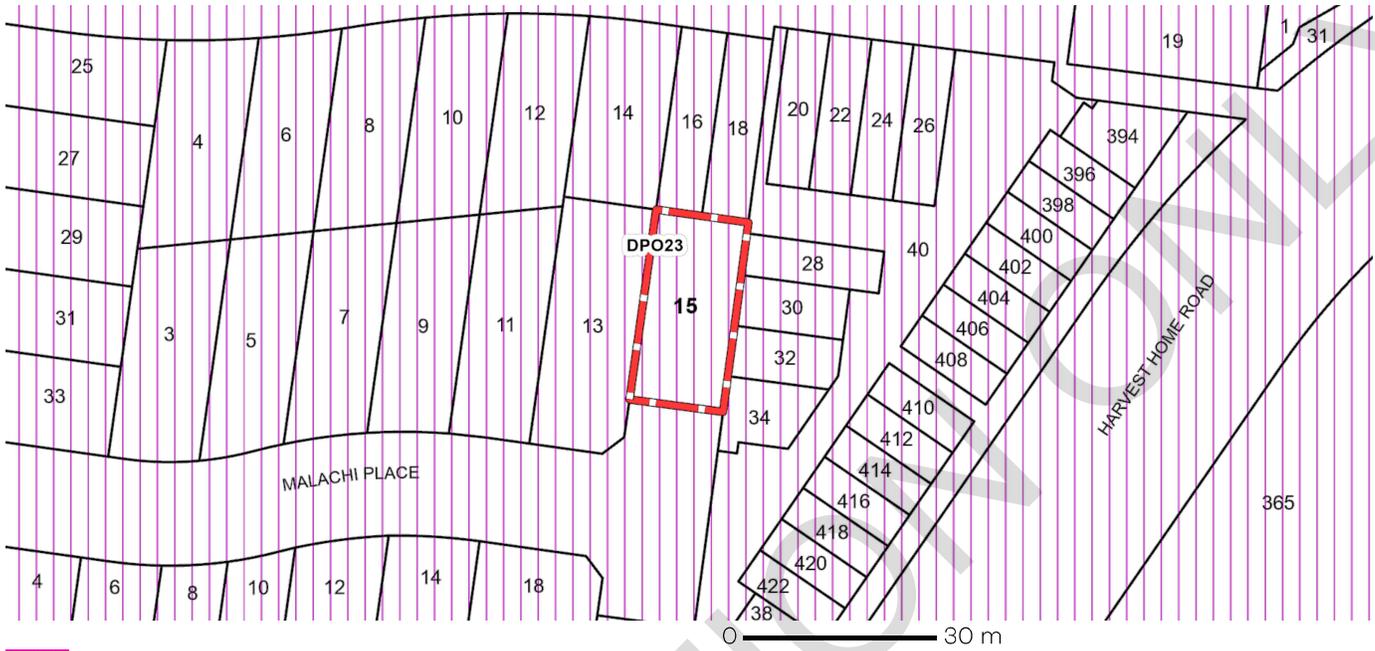
CDZ - Comprehensive Development

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)



 **DPO - Development Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

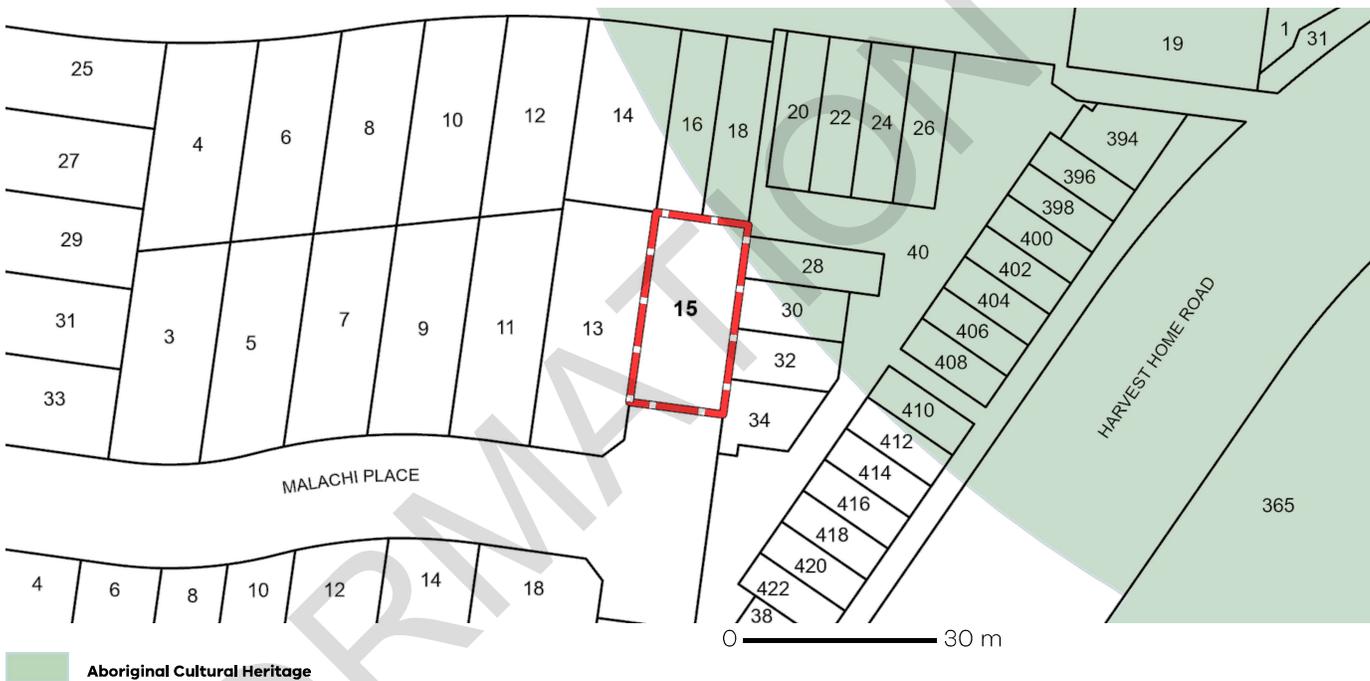
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aqv.nrms.net.au/aqvQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

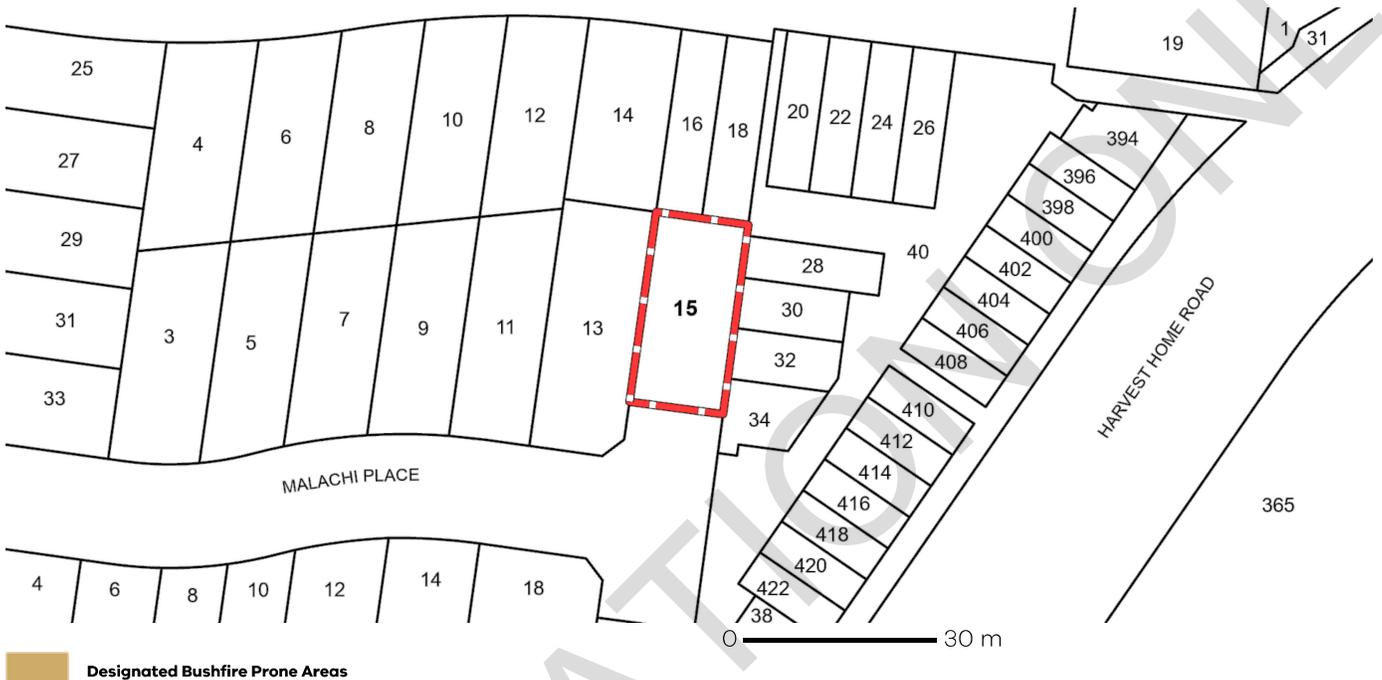
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



D Gill & G Gill  
16 Hallows Street  
GLEN WAVERLEY VIC 3150



027  
I026133  
R6\_4223

Issue Date 25/08/2023

**Assessment Number**  
**0906131**

For emailed notices register at  
**whittlesea.enotices.com.au**  
Reference No: 4D2404EF20

**Property Details** 15 Malachi Place EPPING VIC 3076

LOT 359 PS 718139Q

Owner : D Gill & G Gill

**Valuation Details**

Site Value	Capital Improved Value	Net Annual Value
\$400,000	\$400,000	\$20,000

Level of value date 01/01/2023 Valuation operative date 01/07/2023

AVPCC 100 Vacant Residential Dwelling Site/Surveyed Lot

**Rates and Charges**

**Council Charges**  
General rate 20,000 x 0.04724460 \$944.89

**State Government Charges**  
Fire services charge (Res) 1 x 125.00 \$125.00  
Fire services levy (Res) 400,000 x 0.00004600 \$18.40  
Waste Landfill Levy General 1 x 0.00004600 \$13.90

**Total** **\$1,102.19**

*Handwritten:* P/M: 828187

**INSTALMENT 1**

\* **\$277.19**  
Due By 30/09/2023

**INSTALMENT 2**

**\$275.00**  
Due By 30/11/2023

**INSTALMENT 3**

**\$275.00**  
Due By 28/02/2024

**INSTALMENT 4**

**\$275.00**  
Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**

**\$1,102.19**  
Due By 15/02/2024

Payments received after 15 August 2023 may not be included on this notice

*Handwritten:* pd 10/11/24



Scan here to pay



**Where to pay**

www.whittlesea.vic.gov.au



**Billers Code: 5157**

**Ref: 0906131**

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 0906131



**Billpay Code: 0350**

**Ref: 9061315**

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au  
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

**Phone 1300 301 185**



**Council Offices**

Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).



\*350 9061315



\*350 9061315

Terms and Conditions apply \$30 Hard Waste Green Waste Timber Waste Brick & Rubble Waste

19th March 2024

INSTANT CONVEYANCING SERVICES

Dear INSTANT CONVEYANCING SERVICES,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	15 MALACHI PLACE EPPING 3076
<b>Applicant</b>	INSTANT CONVEYANCING SERVICES
<b>Information Statement</b>	30836737
<b>Conveyancing Account Number</b>	8945642714
<b>Your Reference</b>	11638

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	15 MALACHI PLACE 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](http://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	15 MALACHI PLACE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

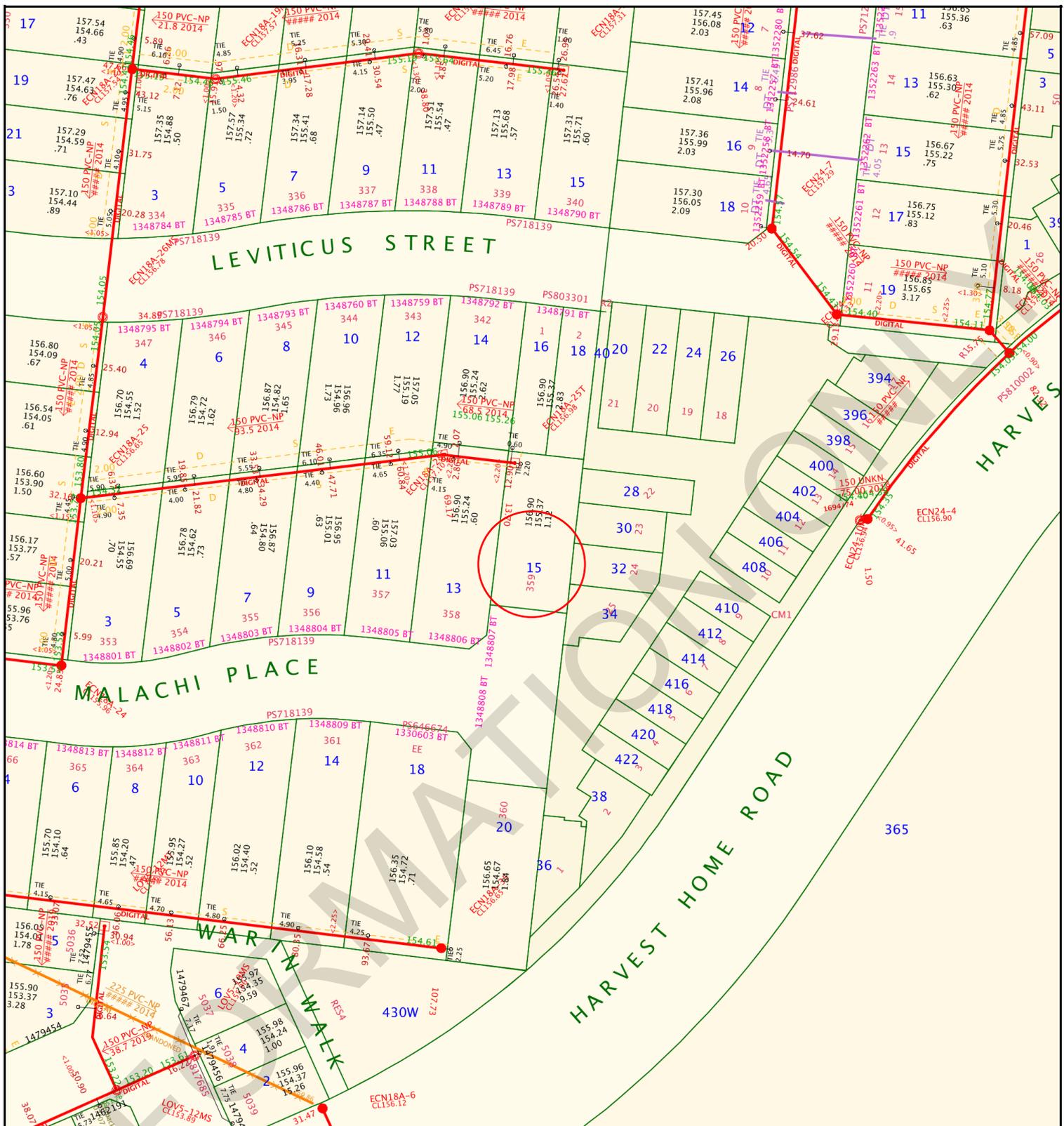
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30836737**

<b>Address</b>	15 MALACHI PLACE EPPING 3076
<b>Date</b>	19/03/2024
<b>Scale</b>	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;

INSTANT CONVEYANCING SERVICES  
arun@instantconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 3637308882  
**Rate Certificate No:** 30836737

**Date of Issue:** 19/03/2024  
**Your Ref:** 11638

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 MALACHI PL, EPPING VIC 3076	359\PS718139	5096484	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$0.00
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00

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



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. 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.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION ONLY

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

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

---

**Property No:** 5096484

**Address:** 15 MALACHI PL, EPPING VIC 3076

**Water Information Statement Number:** 30836737

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 36373088820

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: ARUN.B:11638