

Lam Law

· LEGAL MADE SIMPLE ·

Contract of Sale of Land

Property: 10 Prism Walk, Epping VIC

PO Box 1030, Bundoora VIC 3083

M 0449 634 618

E kerry@lamlaw.com.au

lamlaw.com.au

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Property: 10 Prism Walk, Epping VIC

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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

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WARNING TO ESTATE AGENTS

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of sale

Vendor's estate agent

Name: Redrok Pty Ltd

Address: 280 Broadway, Reservoir VIC 3073

Email: robbie@redrok.com.au

Tel: 9462 1100

Mob: 0430 026 650

Ref: Robbie Singh

Vendor

Name: Alexander Marinas

Vendor's legal practitioner or conveyancer

Name: Lam Law

Address: PO Box 1030, Bundoora VIC 3083

Email: kerry@lamlaw.com.au

Tel:

Mob: 0449 634 618

Ref: Kerry Truong

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11137 Folio 892	458	PS608868R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **10 Prism Walk, Epping VIC**

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

All fixed floor covering, light fittings, window furnishings, fittings and fixtures of a permanent nature.

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 and 26.2)

is due within 30 / 60 days from the Day of Sale or earlier by mutual agreement

Lease (general condition 5.1)

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to:
 - a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
 - a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20) – **Not applicable at Auction**

This contract is subject to a loan being approved and the following details apply if the box is checked:
 Lender:
 (or another lender chosen by the purchaser)
 Loan amount: \$ Approval date: / /20.....

Building report – Not applicable at Auction

General condition 21 applies only if the box is checked

Pest report – Not applicable at Auction

General condition 22 applies only if the box is checked

Special conditions

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

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

1. ACKNOWLEDGEMENT

The purchaser acknowledges that prior to the signing of this contract, the purchaser received a section 32 statement and a due diligence checklist from the vendor.

2. ENTIRE AGREEMENT

- 2.1 This contract contains the entire agreement between the parties.
- 2.2 The purchaser did not rely and does not rely on any warranty or representation of any nature made by or on behalf of the vendor unless it is contained in this contract.

3. CONDITION OF PROPERTY

- 3.1 The purchaser acknowledges and agrees that:
- (a) the purchaser has purchased the property solely as a result of the purchaser's own enquiries and inspection;
 - (b) the purchaser is satisfied in all respects as to the nature, quality and state of repair of the property and the purposes for which the property may be used and any restrictions or prohibitions on its development;
 - (c) the property is sold and accepted by the purchaser subject to all faults and defects (whether latent or patent) and in its present state of repair, condition, dilapidation and infestation;
 - (d) the vendor is under no liability or obligation to the purchaser to carry out any repairs, alterations or improvements to the property; and
 - (e) any improvements on the land may be subject to, or require compliance with, the *Building Act 1993* (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the land were constructed and any other laws or the requirements of any federal, state or local government, semi-government, municipal or statutory authority in relation to any improvements on the land or any alterations or additions to those improvements. Any failure to comply with any building laws will not, and will not be deemed to, constitute a defect in the vendor's title.
- 3.2 The purchaser buys the property subject to:
- (a) any laws affecting the property;
 - (b) any restriction or condition affecting or imposed on the property or its use or development (including any restriction imposed by any federal, state or local government, semi-government, municipal or statutory authority and any restriction imposed under any planning permit, approval or agreement); and
 - (c) the applicable planning scheme and any other relevant planning controls.
- 3.3 The purchaser will not seek to terminate or rescind this contract, delay settlement, refuse or withhold payment, make any objection, requisition, claim any compensation for any deficiency or defect in the property including any requisition in relation to the issue or non-issue of building permits and/or completion of inspections by the relevant authorities in respect of the property, or require the vendor to do any act or pay any money arising out of or in connection with any of the matters stated in this special condition 3.

4. FOREIGN INVESTMENTS REVIEW BOARD APPROVAL

- 4.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract.
- 4.2 If there is a breach of the warranty contained in special condition 4.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 4.3 This warranty and indemnity does not merge on completion of this contract.

5. AMENDMENTS TO GENERAL CONDITIONS

5.1 General condition 3 (Guarantee) is deleted and replaced with the following:

If a company purchases the property:

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

5.2 General condition 9 (Consents) is deleted without replacement.

5.3 General condition 12 (Domestic Building Insurance) is deleted without replacement.

5.4 General condition 33 (Interest) is deleted and replaced with the following:

If the purchaser does not complete this contract by the due date for settlement or the purchaser defaults in payment of any amount due under this contract then, without affecting any other rights, powers or remedies of the vendor, the purchaser must pay the vendor at settlement or earlier on demand:

- (a) interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic); and
- (b) any costs associated with the vendor obtaining bridging finance to complete the purchase of another property and interest charged on such bridging finance; and
- (c) any interest payable by the vendor on any existing mortgage affecting the land sold calculated from the due date for settlement; and
- (d) any accommodation and storage expenses necessarily incurred by the vendor; and
- (e) any additional costs and expenses between the vendor and the vendor's legal practitioner; and
- (f) any costs, expenses and penalties incurred by the vendor to a third party as a result of any delay in completing this contract; and
- (g) rebooking settlement fee in the sum of \$150.00 made payable to the vendor's legal practitioner;

and the purchaser acknowledges that general condition 33 (b)-(g) inclusive are deemed as foreseeable losses incurred by the vendor as a result of the purchaser defaulting under this contract.

6. MATERIAL FACT DISCLOSURE

The vendor advises and the purchaser acknowledges and accepts that the decking in the backyard was constructed by the former tenant of the property without the consent of the vendor and does not have a building permit. The purchaser will not require the vendor to obtain a permit or remove the decking and the purchaser acknowledges that they have made all relevant enquiries in relation to the decking and its future use and will not make any requisition or claim for any compensation from the vendor in relation to any future notices or orders that may issue.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

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

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –
- (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 (Vic)*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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

Guarantee & Indemnity

TO: Alexander Marinas ("vendor")

The guarantor(s), whose names and addresses are set out below (collectively "guarantor")

Name of Guarantor 1

Name of Guarantor 2

Address of Guarantor 1

Address of Guarantor 2

In consideration of the vendor selling to the purchaser named in this contract ("purchaser") the property described in the contract for the price and upon the terms and conditions in the contract, at our request (which request is evidenced by the guarantor's execution of this guarantee), do jointly and severally covenant and agree with the vendor:

- (a) to guarantee to the vendor the due and punctual payment by the purchaser of the deposit, balance of purchase money, interest and other money when due under the contract ("guaranteed amounts"), and the due performance and observance of all the terms and conditions contained or implied in the contract to be performed and observed by the purchaser ("guaranteed obligations");
- (b) to unconditionally indemnify the vendor against, and to pay the vendor on demand, the amount of all losses, liabilities and expenses that the vendor incurs (directly or indirectly) of any default by the purchaser under the contract;
- (c) if at any time there is a default by the purchaser:
 - (i) in the payment of the guaranteed amounts, the guarantor will, on demand by the vendor, immediately pay to the vendor all of the guaranteed amounts then outstanding; and
 - (ii) in the performance or observance of any of the guaranteed obligations, the guarantor will, on demand, at the vendor's option, either perform and observe all unperformed guaranteed obligations, or make good all losses, damages, claims, costs, charges and expenses sustained or incurred by the vendor because of or in consequence of the default.
- (d) a written statement signed by or on behalf of the vendor of the amount owing by the purchaser to the vendor under the contract, will be conclusive evidence that the amount is due and owing without the vendor being required to produce any books of account or other records to the guarantor or any other person;
- (e) this guarantee and indemnity is binding on the legal personal representatives and successors of the guarantor and will continue for the benefit of the vendor, its transferees, successors and assigns;
- (f) this guarantee and indemnity is a continuing guarantee and indemnity that will not be released by:
 - (i) any neglect or forbearance of the vendor in enforcing the payment of any money payable under the contract; or
 - (ii) the performance of any term of the contract; or
 - (iii) time being given to the purchaser for any such payment or performance; or
 - (iv) the nomination of a substitute or additional purchaser; or
 - (v) any other thing which under the law relating to sureties would otherwise have the effect of releasing the guarantor or the legal personal representatives of the guarantor.

EXECUTED as a deed on

SIGNED SEALED AND DELIVERED by)

Guarantor 1 in the presence of:)

)

Signature of witness

SIGNED SEALED AND DELIVERED by)

Guarantor 2 in the presence of:)

)

Signature of witness


Vendor Statement

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

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

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

Land	10 PRISM WALK, EPPING VIC
-------------	---------------------------

Vendor's name	Alexander Marinas	Date	19/11/2025
Vendor's signature	 <small>Alex (Nov 19, 2025 22:40:39 GMT+11)</small>		

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)

Are contained in the attached certificate/s.

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

Are contained in the attached certificate/s.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	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:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

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:

Are contained in the attached certificates and/or statements.

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):

Are contained in the attached certificate.

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 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11137 FOLIO 892

Security no : 124129664252Y
Produced 06/11/2025 02:42 PM

LAND DESCRIPTION

Lot 458 on Plan of Subdivision 608868R.
PARENT TITLE Volume 11135 Folio 501
Created by instrument PS608868R 28/05/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ALEXANDER MARINAS of 14 CARNEY STREET LALOR VIC 3075
AM936862W 14/07/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR958386L 25/02/2019
WESTPAC BANKING CORPORATION

COVENANT PS608868R 28/05/2009

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

AGREEMENT Section 173 Planning and Environment Act 1987
AG442039G 06/04/2009

DIAGRAM LOCATION

SEE PS608868R 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: 10 PRISM WALK EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 25/02/2019

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS608868R
Number of Pages (excluding this cover sheet)	7
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PS608868R



PLAN OF SUBDIVISION

Stage No. /

LR use only
EDITION 4

Location of Land

Parish: WOLLERT
Township: -
Section: 9
Crown Allotment: -
Crown Portion: 1 & 2 (PARTS)
Title References
C/T VOL FOL ...
Last Plan Reference: Lot H on PS 608867T

Postal Address: HARVEST HOME ROAD
(At time of subdivision) EPPING NORTH 3076

MGA Co-ordinates: E 324 160
(Of approx. centre of plan) N 5 833 760 Zone 55

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 606589

1. ~~This Plan is certified under Section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988
Date of original certification under section 6 6/8/2008
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.
 - (i) OPEN SPACE
A requirement for public open space under Section 18 Subdivision Act 1988 has ~~has not~~ been made.
 - (ii) The requirement has been satisfied.
 - (iii) ~~The requirement is to be satisfied in Stage~~

~~Council delegate~~
~~Council seal~~
~~Date / /~~

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

Council delegate
~~Council seal~~
Date 18/5/2009

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	WHITTLESEA CITY COUNCIL

Notations

Depth Limitations: DOES NOT APPLY

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

Lots 1 to 433 and 443 to 450 (all inclusive) have been omitted from this plan

Survey: This plan is based on survey PS 614706K

This survey has been connected to permanent mark no(s). 123 & 165 in Proclaimed Survey Area no.

Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-2	Telecommunication	12	PS 502243A	Lot 1 on PS502243A
E-2	Powerline	12	PS 502243A Section 88 of Electricity Industry Act 2000	TXU Limited
E-4	Sewerage	2	PS 608867T	Land in PS 608867T
E-4	Sewerage	2	PS 608867T	Yarra Valley Water Limited
E-6	Powerline	109.74	Instrument C.642687	State Electricity Commission of Victoria
E-7	Sewerage	2	This Plan	Land in this Plan
E-7	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Drainage	2	This Plan	Land in this Plan
E-9	Sewerage & Drainage	3	This Plan	Land in this Plan
E-9	Sewerage	3	This Plan	Yarra Valley Water Limited
E-10	Sewerage & Drainage	2	This Plan	Land in this Plan
E-10	Sewerage	2	This Plan	Yarra Valley Water Limited
E-11	Party Wall	0.13	This Plan	The Relevant Abutting Lot

LR use only

Statement of compliance/
Exemption Statement

Received

Date: 20/5/09

LR use only

PLAN REGISTERED
TIME 11.27AM

Date: 28/5/09

K.A. Balachandiran

Assistant Registrar of Titles.

AURORA ESTATE - STAGE 9 (48 LOTS)

AREA OF STAGE - 2.796ha

Sheet 1 of 6 Sheets

Coomes Consulting Group Pty Ltd
consult@coomes.com.au coomes.com.au
24 Albert Road PO Box 305 South Melbourne Victoria 3205
T 61 3 9993 7888 F 61 3 9993 7999

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SIGNATURE B. Tallon

DATE 15/5/2009

REF: 3692SV00

VERSION 11

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DATE 18/5/2009

COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

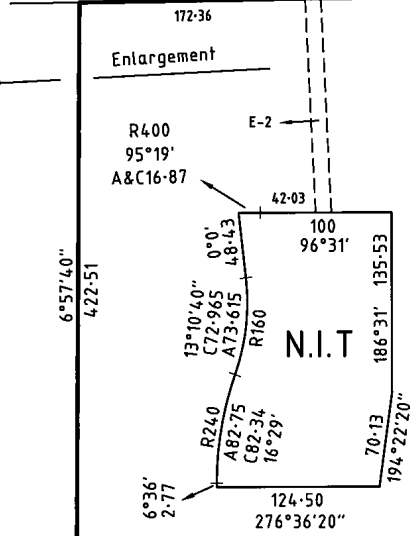
Stage No

Plan Number

PS 608868R

HARVEST HOME ROAD 4.04-813

LONGS LANE
CORBETT AVENUE
GLIMMER WALK
CRIMSON CRESCENT



ENLARGEMENT - SCALE 1:2500

ENLARGEMENT - SCALE 1:250

ENLARGEMENT - SCALE 1:750

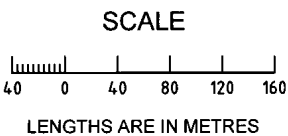
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O'HERNS ROAD

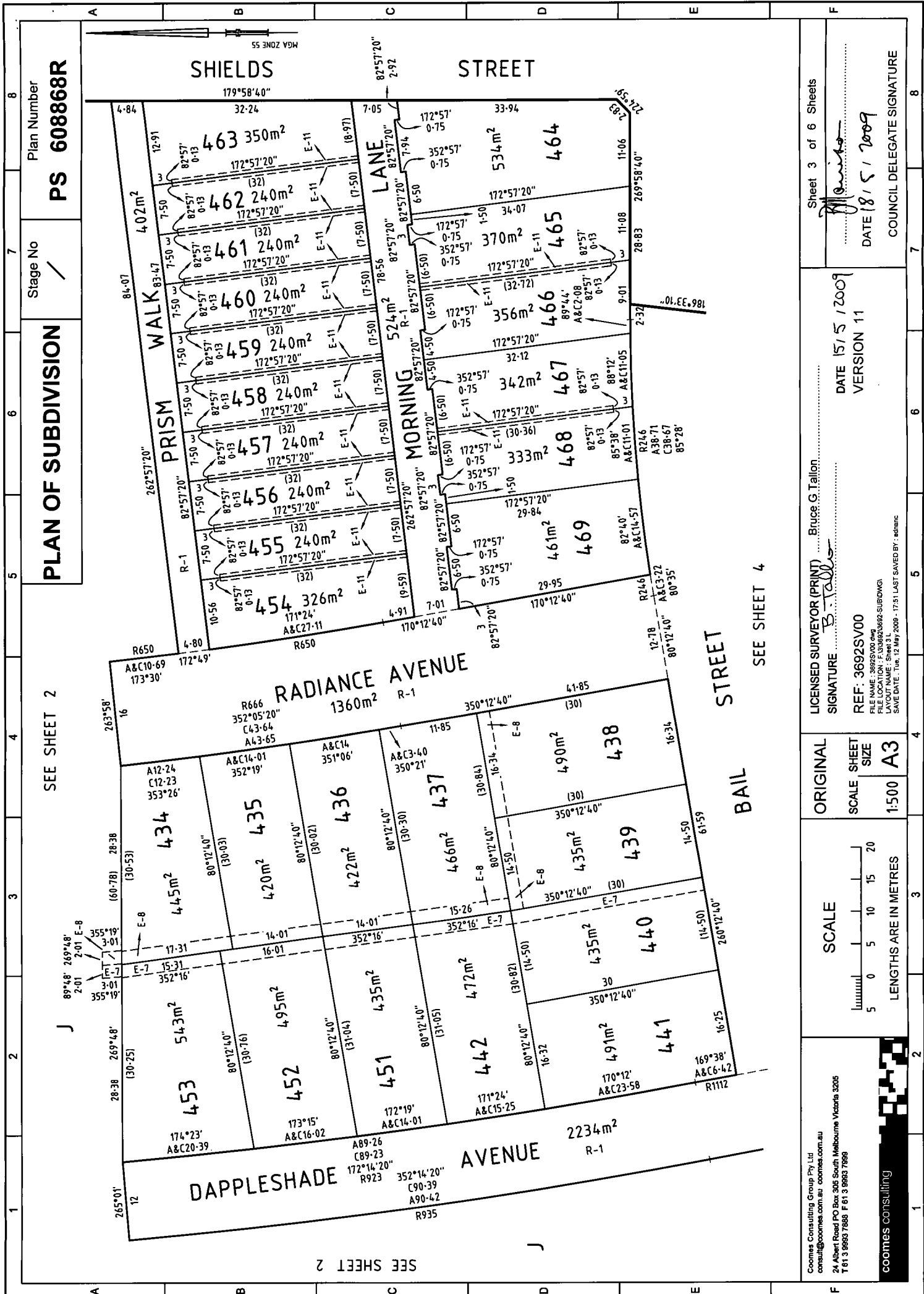


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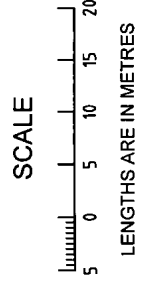
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SEE SHEET 2

SEE SHEET 4

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 T 613 9893 7888 F 613 9893 7898



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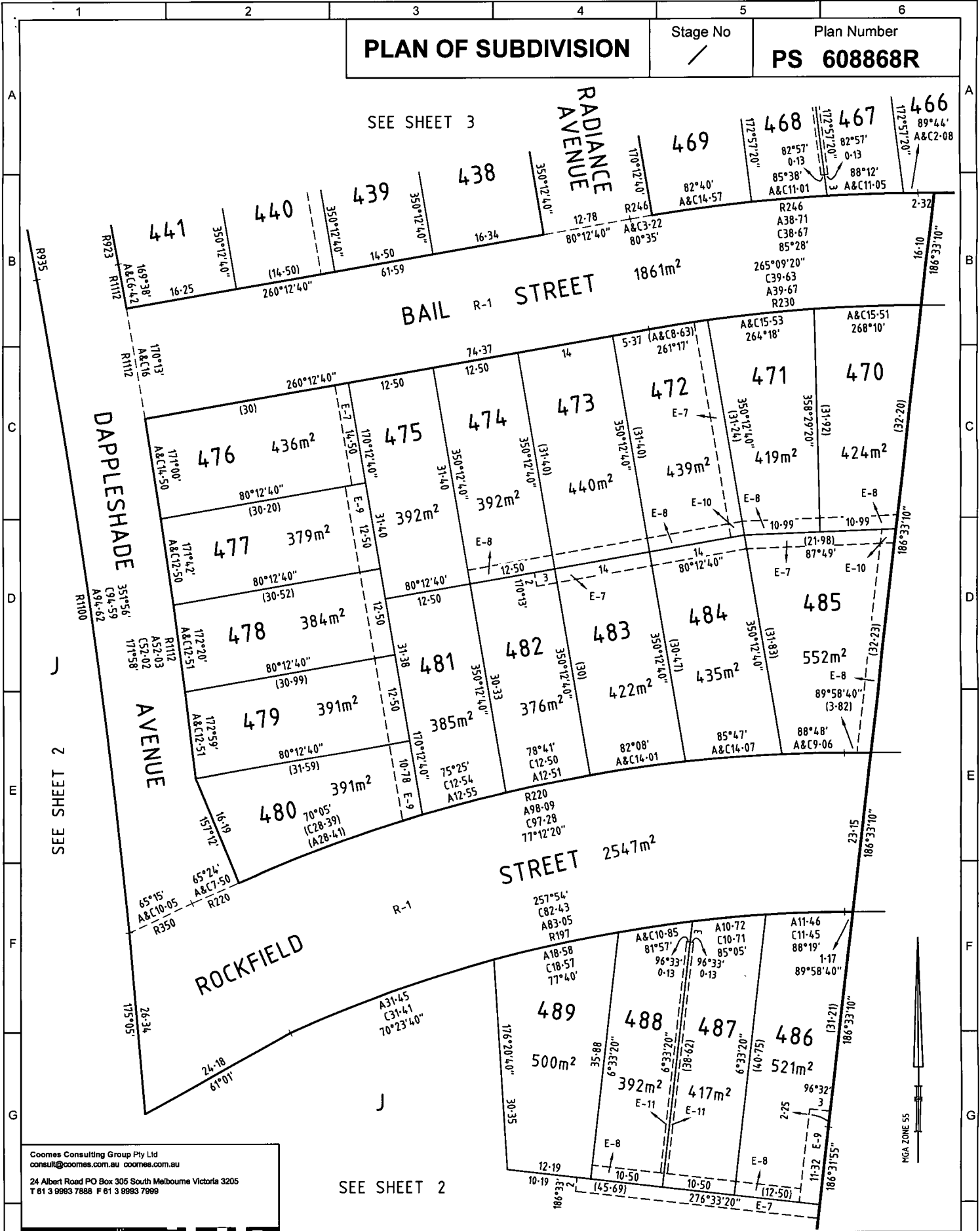
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PLAN OF SUBDIVISION

Stage No / Plan Number
PS 608868R

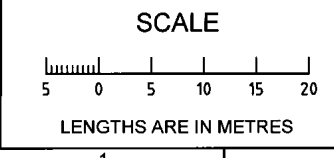


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CREATION OF RESTRICTION No. 1

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT NO.	BENEFITTED LOT NO.
434	435, 452, 453
435	434, 436, 452
436	435, 437, 451
437	436, 438, 439, 442
438	437, 439
439	437, 438, 440
440	439, 441, 442
441	440, 442
442	437, 440, 441, 451
451	436, 442, 452
452	434, 435, 451, 453
453	434, 452
454	455
455	454, 456
456	455, 457
457	456, 458
458	457, 459
459	458, 460
460	459, 461
461	460, 462
462	461, 463
463	462
464	465
465	464, 466
466	465, 467
467	466, 468
468	467, 469
469	468
470	471, 485
471	470, 472, 485
472	471, 473, 484
473	472, 474, 483
474	473, 475, 482
475	474, 476, 477, 478, 481
476	475, 477
477	475, 476, 478
478	475, 477, 479, 481
479	478, 480, 481
480	479, 481
481	475, 478, 479, 480, 482
482	474, 481, 483
483	473, 482, 484
484	472, 483, 485
485	470, 471, 484
486	487
487	486, 488
488	487, 489
489	488

DESCRIPTION OF RESTRICTION

1. SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA STAGE DEVELOPMENT PLAN, SECTION B STAGE 9. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER **AA1316**
2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.
4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY VICURBAN PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT

Coomes Consulting Group Pty Ltd
 consult@coomes.com.au coomes.com.au
 24 Albert Road PO Box 305 South Melbourne Victoria 3205
 T 61 3 9993 7888 F 61 3 9993 7899



Sheet 5 of 6 Sheets

Blawie
 DATE 18/5/2009
 COUNCIL DELEGATE
 SIGNATURE

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 LAYOUT NAME : Sheet 5 P
 SAVE DATE : Tue, 12 May 2009 - 17:51 LAST SAVED BY : adnanc

PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 608868R

CREATION OF RESTRICTION No.2

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THE PLAN OF SUBDIVISION No PS 608868R BY WAY OF A RESTRICTIVE COVENANT AND AS A RESTRICTION AS DEFINED IN THE SUBDIVISION ACT 1988.

LAND TO BE BENEFITTED: LOTS 434 - 438 (INCLUSIVE), 464 - 469 (INCLUSIVE)

LAND TO BE BURDENED: LOTS 434 - 438 (INCLUSIVE), 464 - 469 (INCLUSIVE)

DESCRIPTION OF RESTRICTION

EXCEPT WITH THE WRITTEN CONSENT OF WHITTLESEA CITY COUNCIL, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT CONSTRUCT A PRIVATE DWELLING WITH A FLOOR LEVEL BELOW THAT SPECIFIED IN THE FOLLOWING TABLE:

**MINIMUM FLOOR LEVEL REQUIREMENTS
(TO THE AUSTRALIAN HEIGHT DATUM - AHD)**

LOT NUMBER	MINIMUM FLOOR LEVEL
434	153.57
435	153.21
436	152.75
437	152.35
438	152.05
464	150.95
465	151.02
466	151.09
467	151.23
468	151.41
469	151.50

Coomes Consulting Group Pty Ltd
consult@coomes.com.au coomes.com.au
24 Albert Road PO Box 305 South Melbourne Victoria 3205
T 61 3 9993 7888 F 61 3 9993 7999

coomes consulting

Sheet 6 of 6 Sheets

ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR Bruce G Tallon
SIGNATURE B. Tallon
REF: 3692SV00
FILE NAME: 3692SV00.dwg
FILE LOCATION: F:\3692\3692-SUBDWG1
LAYOUT NAME: Sheet 6 P
SAVE DATE: Tue, 12 May 2009 - 17:51 LAST SAVED BY: adnanc

DATE 15/5/2009
VERSION 11

DATE 15/5/2009
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3



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

Lodged by:

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

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

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

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

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

A copy of the agreement is attached to this application

Date: 12 March 2009

Signed: *David Turnbull*

Name: David Turnbull

Office held: Chief Executive Officer



Deacons

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

Section 173 Agreement

Parties

Whittlesea City Council

Melbourne Water Corporation (ABN 81 945 386 953)

Claude Joseph Ceccomancini and Sandra Kaye Ceccomancini

Victorian Urban Development Authority (ABN 65 154 897 724)

Contact

Elisa de Wit

Partner

RACV Tower, 485 Bourke Street, Melbourne VIC 3000

Telephone: +61 (0)3 8686 6266

Email: elisa.dewit@deacons.com.au

Website: www.deacons.com.au

Our ref: 2652435

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

Parties

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

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

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

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

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Recitals

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

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

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

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

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

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

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

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

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

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

IT IS AGREED

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1. Definitions

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

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

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



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

2. Interpretation

In this Agreement, unless the context indicates otherwise:

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

3. Ending of Agreement 1

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



4. Specific Obligations of the Owner

4.1 Development Notice

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

4.2 Lot 5 Reticulated Sewer Connection

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

4.3 Drainage Outfall Works / Storm Water discharge points

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



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

5. Further Obligations of the Owner

The Owner further agrees that:

5.1 Notice and Registration

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

5.2 Mortgagee to be Bound

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

5.3 Registration of Agreement

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

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



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

5.5 Owners' Default

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

5.6 Indemnity

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

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

5.7 Melbourne Water Access

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

6. Further Assurance

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

7. Agreement under Section 173 of the Act

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

8. Agreement Runs with the Land

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



9. Owner's Warranties

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

10. Planning Objectives

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

11. Successors in Title

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

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

12. Goods and service tax

12.1 Definitions and Expressions

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

12.2 Liability to pay any GST

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

12.3 Costs

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

12.4 Tax Invoice

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

13. General Matters

13.1 Service of Notice



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

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

13.2 Time of Service

A notice or other communication is deemed served:

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

13.3 No Waiver

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

13.4 Jurisdiction

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

13.5 Severability

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

13.6 Disputes

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



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

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

13.7 No Fettering of Responsible Authority

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

14. Commencement of Agreement

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

15. Ending of Agreement

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

16. Progressive release from Agreement

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



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

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

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

17. Amendment

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

EXECUTED by the parties as a deed

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



[Handwritten signature of Rob Skinner]

Signature of Director

Rob Skinner

Name of Director (BLOCK LETTERS)

[Handwritten signature of Jane Denton]

Signature of Director/Secretary

JANE DENTON

Name of Director/Secretary (BLOCK LETTERS)

3.03.09

AG442039G



Signed sealed and delivered by
CLAUDE JOSEPH CECCOMANCINI
in the presence of:

[Handwritten Signature]
Signature of witness

CLAUDE CECCOMANCINI
Name of witness (BLOCK LETTERS)

305 HARVEST HOME LANE EPPING
Address of witness

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Signed sealed and delivered by
SANDRA KAYE CECCOMANCINI in
the presence of:

[Handwritten Signature] *[Handwritten Signature]*
Signature of witness

JAY CECCOMANCINI
Name of witness (BLOCK LETTERS)

305 HARVEST HOME LANE EPPING
Address of witness

The common seal of **WHITTLESEA CITY COUNCIL**
was affixed on behalf of the Responsible Authority
in the presence of and the Chief Executive Officer

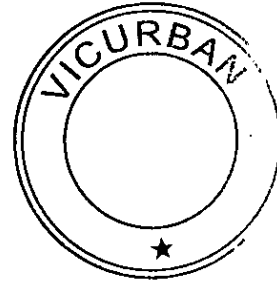
[Handwritten Signature]
Signature of Council Delegate

[Handwritten Signature]
Name of Council Delegate
(BLOCK LETTERS)

[Handwritten Signature]
Chief Executive Officer

DAVID TURNBULL
Name of Chief Executive Officer
(BLOCK LETTERS)

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



[Handwritten signature]

Signature of Witness

[Handwritten signature]

Signature of Witness

ROB VINCE - GM URBAN + PROVINCIAL COMMUNITIES

Name of Witness and Position (BLOCK LETTERS)

IAN SANGLER

Name of Witness and Position (BLOCK LETTERS)

CHIEF OPERATING OFFICER

AG442039G

06/04/2009 \$99.90 173



Mortgagee's Consent

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

Executed by Mortgagee:

Signed by

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

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

[Handwritten signatures]

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

AG442039G

06/04/2009 \$99.90 173



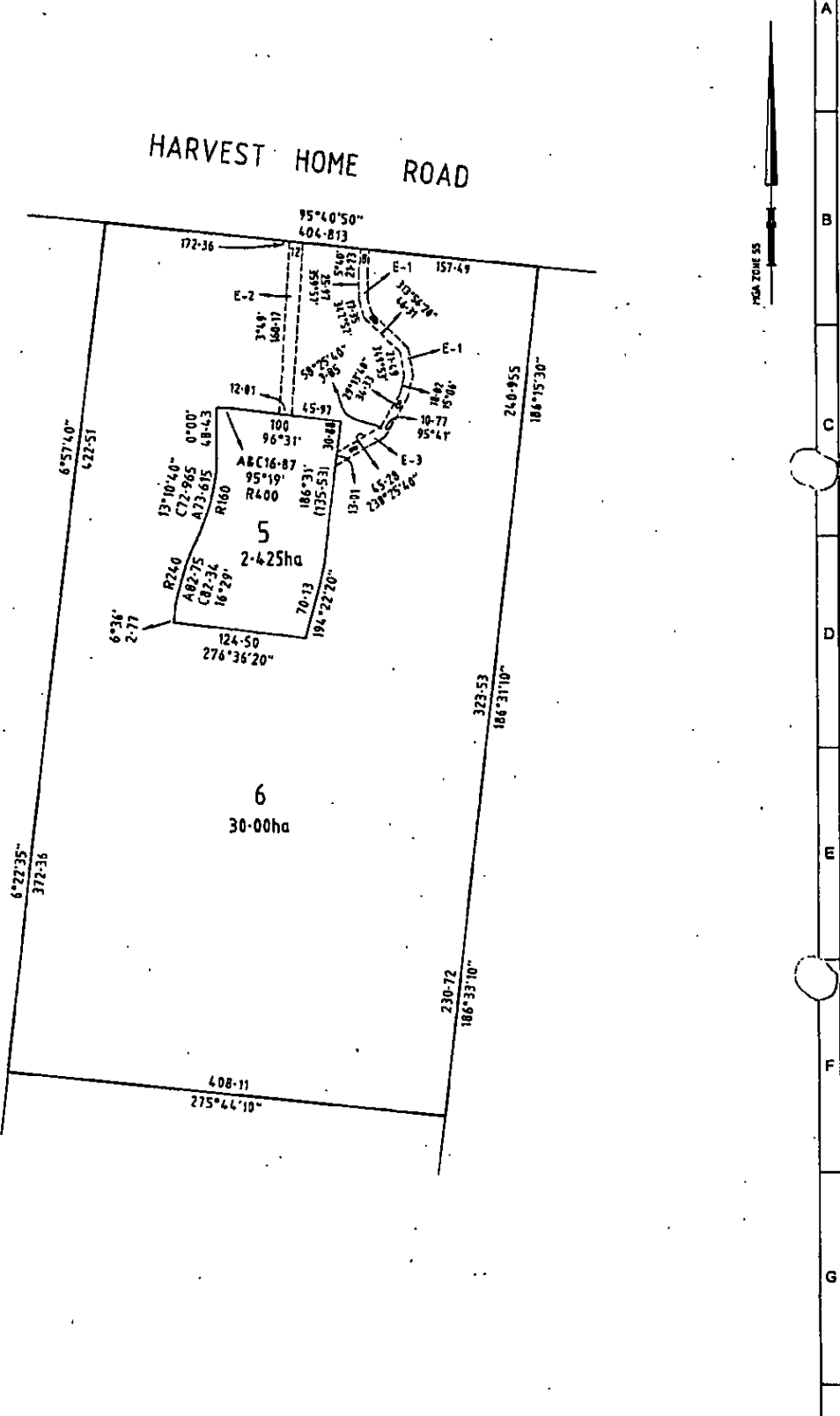
ANNEXURE 1.

AG442039G

06/04/2009 \$99.90 173



3	4	5	6
PLAN OF SUBDIVISION		Stage No /	Plan Number AG442039G



A
B
C
D
E
F
G
H

Sheet 2 of 2 Sheets

ORIGINAL
SCALE SHEET SIZE
1:4,000 **A3**

LICENSED SURVEYOR Gabrielle M. McCarthy
SIGNATURE
REF: 3604SV02
DATE / /
VERSION 1

FILE NAME : 3604SV02.dwg
FILE LOCATION : F:\PROJ\3604-SUBDIVISION\3604-SUBDIVISION.dwg
LAYOUT NAME : Sheet 2 of 4.dwg
SAVE DATE : Wed, 13 Jun 2007 12:36 LAST SAVED BY :

.....
DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

2	3	4	5	6
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CLAYTON UTZ

Sydney Melbourne Brisbane Perth Canberra Darwin

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

2 March 2009

KEEP

DX 38451
333 Collins VIC

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

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

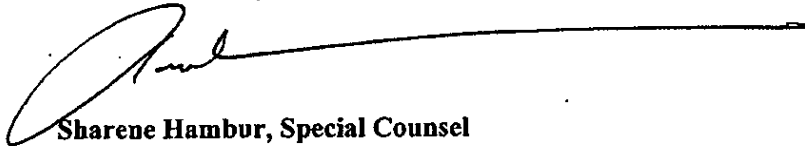
Our reference: 14826/80055892

Dear Sir

Plan of Subdivision PS 608862E ("Plan")

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

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



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

AG442039G

06/04/2009 \$99.90 173



6th November 2025

Lam Law C/- InfoTrack (Smokeball) C/- LANDATA
LANDATA

Dear Lam Law C/- InfoTrack (Smokeball) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	10 PRISM WALK EPPING 3076
Applicant	Lam Law C/- InfoTrack (Smokeball) C/- LANDATA LANDATA
Information Statement	30988128
Conveyancing Account Number	7959580000
Your Reference	643710

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	10 PRISM WALK EPPING 3076
------------------	---------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	10 PRISM WALK EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

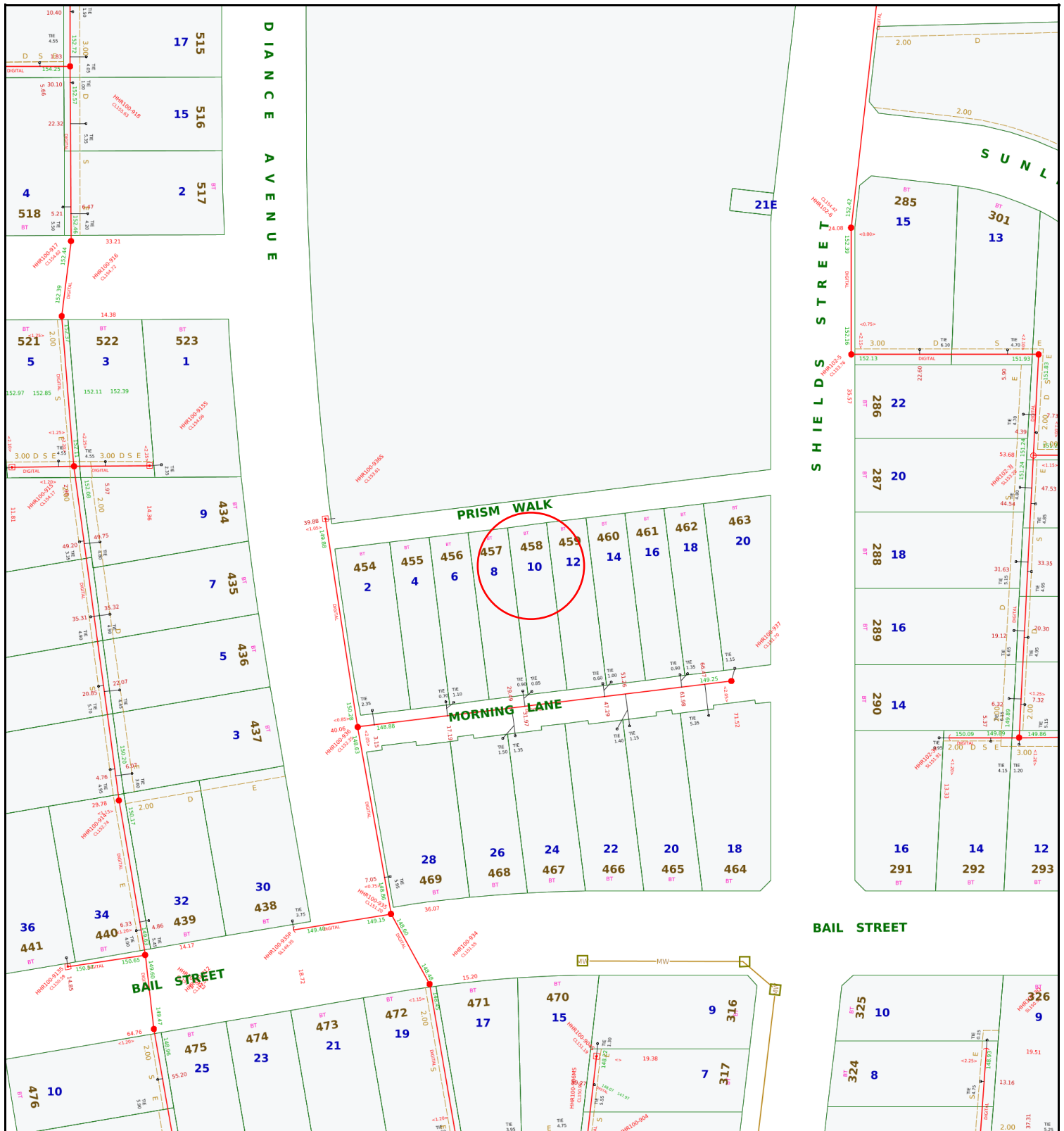
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30988128**

Address	10 PRISM WALK EPPING 3076
Date	06/11/2025
Scale	1:1000



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

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

Lam Law C/- InfoTrack (Smokeball) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8129896115
Rate Certificate No: 30988128

Date of Issue: 06/11/2025
Your Ref: 643710

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
10 PRISM WALK, EPPING VIC 3076	458\PS608868	1755512	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

Recycled water is available at this property

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

Property No: 1755512

Address: 10 PRISM WALK, EPPING VIC 3076

Water Information Statement Number: 30988128

HOW TO PAY



Biller Code: 314567
Ref: 81298961150

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Date of issue 07/11/2025	Assessment No. 699918	Certificate No. 178153	Your reference 78676332-016-5
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 10 Prism Walk EPPING 3076

Description: LOT: 458 PS: 608868R

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$525,000	\$290,000	\$26,250

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2025	\$1,241.28
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$90.83
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 07/11/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,878.06
<i>Balance of rates & charges due:</i>	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **699918**



Phone 1300 301 185
Ref **699918**



Biller Code **5157**
Ref **699918**

Property Clearance Certificate

Land Tax



INFOTRACK / LAM LAW

Your Reference:	2511437
Certificate No:	94060727
Issue Date:	06 NOV 2025
Enquiries:	ESYSPROD

Land Address: 10 PRISM WALK EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37284255	458	608868	11137	892	\$262.84

Vendor: ALEXANDER MARINAS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR ALEXANDER MARINAS	2025	\$270,000	\$1,051.36	\$0.00	\$262.84

Comments: Land Tax of \$1,051.36 has been assessed for 2025, an amount of \$788.52 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$500,000
SITE VALUE (SV):	\$270,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$262.84

Notes to Certificate - Land Tax

Certificate No: 94060727

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,000.00

Taxable Value = \$500,000

Calculated as \$500,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94060727

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94060727

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / LAM LAW

Your Reference: 2511437

Certificate No: 94060727

Issue Date: 06 NOV 2025

Enquires: ESYSPROD

Land Address: 10 PRISM WALK EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37284255	458	608868	11137	892	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$500,000

SITE VALUE: \$270,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94060727

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LAM LAW

Your Reference: 2511437

Certificate No: 94060727

Issue Date: 06 NOV 2025

Land Address: 10 PRISM WALK EPPING VIC 3076

Lot	Plan	Volume	Folio
458	608868	11137	892

Vendor: ALEXANDER MARINAS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94060727

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 94060720</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 94060720</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 78676332-018-9

18 November 2025

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 10 (Lot 458) Prism Walk EPPING**

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

Regulation 51 1 (a)*

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

In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**
 Details of any current notice or order issued by the relevant building surveyor under the Act **No**
(Please consult with Owner for copy of Building Notice where applicable)

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

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

Yours sincerely

**BUILDING & PLANNING
 CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752

 Locked Bag 1
 Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1197026

APPLICANT'S NAME & ADDRESS

LAM LAW C/- INFOTRACK (SMOKEBALL) C/- LANDATA
DOCKLANDS

VENDOR

MARINAS, ALEXANDER

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

643710

This certificate is issued for:

LOT 458 PLAN PS608868 ALSO KNOWN AS 10 PRISM WALK EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

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

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

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

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

06 November 2025

Sonya Kilkenny
Minister for Planning

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

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

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

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

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

From www.planning.vic.gov.au at 06 November 2025 02:42 PM

PROPERTY DETAILS

Address: **10 PRISM WALK EPPING 3076**
 Lot and Plan Number: **Lot 458 PS608868**
 Standard Parcel Identifier (SPI): **458\PS608868**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **699918**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 H5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

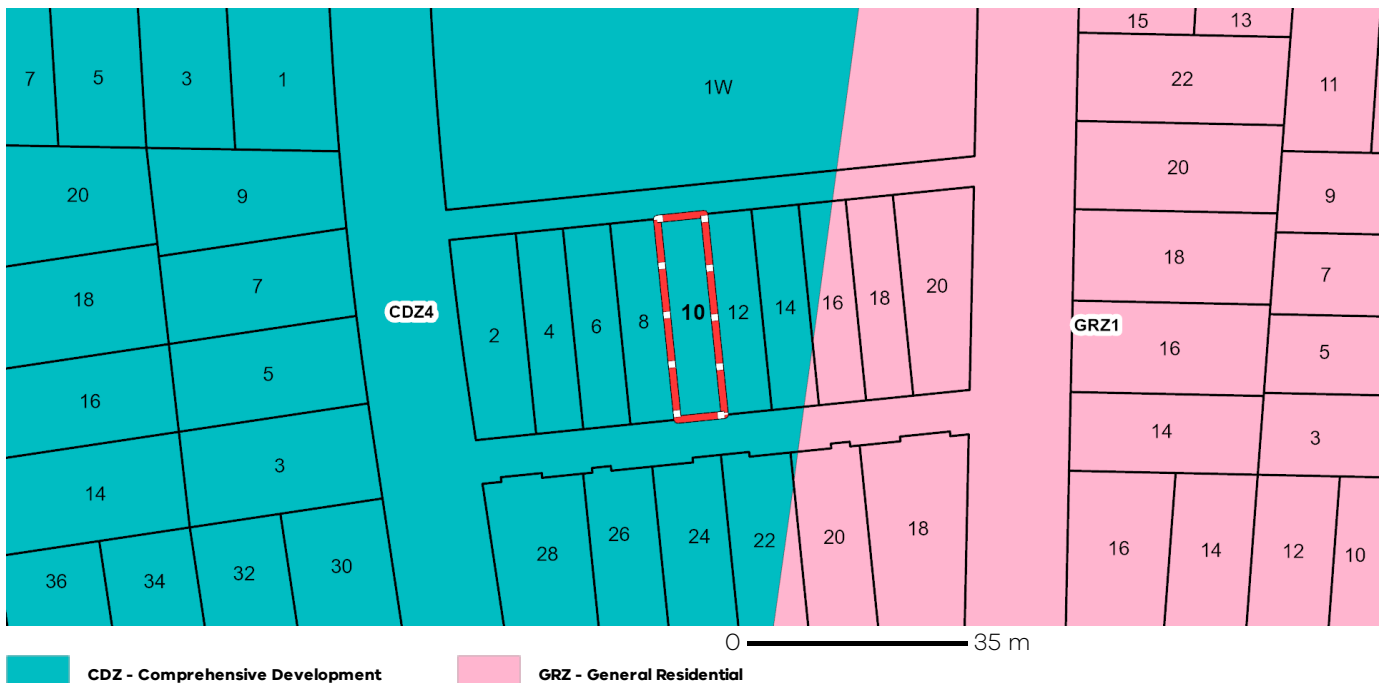
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)

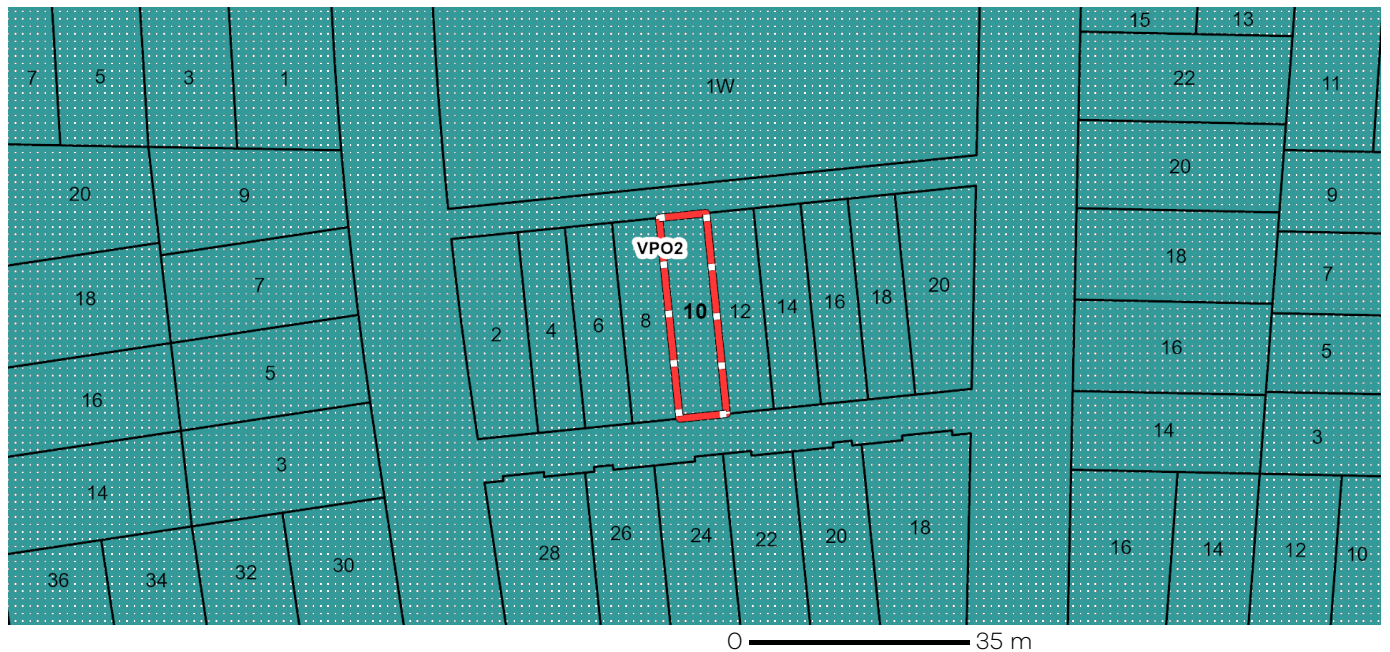


 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)



Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lam Law C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 643710

NO PROPOSALS. As at the 6th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

10 PRISM WALK, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 6th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78676332 - 78676332144001 '643710'

Contact Name Thomas Britt
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 78676332-013-4

12 November 2025

Lam Law
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

10 Prism Walk, Epping (Volume 11137 Folio 892) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 6 November 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely



Thomas Britt
Senior Customer Service Officer
Land Revenue Administration Branch