

CONTRACT OF SALE OF REAL ESTATE

Property:

15 Seeber Street, Epping VIC 3076

**S
M**

Schembri + McCluskys

 (03) 9923 8233

 info@sm-law.com.au

 sm-law.com.au

SOUTH MELBOURNE
255 Coventry St, South Melbourne

ESSENDON
Suite 6 Level 2, 200-202 Buckley St, Essendon

PORT MELBOURNE
111 Bay St, Port Melbourne

Family Law | Criminal Law | Conveyancing & Leases | Wills & Probate | Commercial & Civil Litigation | Business Law | Personal Injury | Victims of Crime Assistance

ABN 49 103 404 99
Schembri McCluskys Pty Ltd

Incorporating the Law Practices of
Schembri & Co Lawyers • O'Brien & Galante • Conlan Lawyers • MSA Law • McCluskys Lawyers

CONTRACT OF SALE OF REAL ESTATE

(August 2019)

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

INFORMATION ONLY

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print names(s) of person(s) signing: Naoko Bray and Martin William Bray

State nature of authority, if applicable:

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

Table of Contents

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

Particulars of Sale

VENDOR'S ESTATE AGENT

Name: **Harcourts Rata & Co**

Address: 1/337 Settlement Road, Thomastown VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax:

Ref: **Andrew DeSanto**

VENDOR

Name: **Naoko Bray and Martin William Bray**

ABN/ACN:

VENDOR'S LEGAL PRACTITIONER

Name: **Schembri + McCluskys**

Address: Level 2, Suite 6, 200-202 Buckley Street, Essendon VIC 3040

PO Box 88, Niddrie VIC 3042

Email: Antonella@sm-law.com.au

Tel: (03) 9923 8233

Mob:

Fax:

Ref: 260148

PURCHASER

Name:

Address:

ABN/ACN:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

LAND (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12000 Folio 614	33	PS 631270A

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: 15 Seeber Street, Epping VIC 3076

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

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

PAYMENT

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

DEPOSIT BOND

General condition 15 applies only if the box is checked

BANK GUARANTEE

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

SETTLEMENT (general conditions 17 & 26.2)

is due on 2025

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

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

LEASE (general condition 5.1)

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:
 - a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on 11 / 05 /2026
- OR
- a periodic tenancy determinable by notice

TERMS CONTRACT (general condition 30)

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

LOAN (general condition 20)

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

Lender:
Loan amount: no more than Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Sale of Land (Public Auctions) Regulations 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

SPECIAL CONDITIONS

1. AMENDMENT TO GENERAL CONDITIONS

The General Conditions are varied as follows:

1.1. In General Condition 20.2(c) the words "*within 2 clear business days after the approval date or any later date allowed by the vendor*" are deleted and the words "*written evidence*" means a letter from the lender detailing the name of the applicant, the name of the lender and the loan amount.

2. GENERAL ACKNOWLEDGMENTS

2.1. The Purchaser acknowledges that:

- (a) prior to signing this Contract the Purchaser was given a copy of the complete Vendors Statement including all attachments referred to therein, including but not limited to a Due Diligence Checklist;
- (b) the Vendor has given the Purchaser an effective opportunity to negotiate the terms of this contract;
- (c) any marketing and/or sales material which the Purchaser has been provided by the Vendor or any person on behalf of the Vendor show a general concept only, which is subject to change. The Purchaser shall not make any Claim against the Vendor due to any matter inconsistent with the concept shown in the marketing and/or sales material and the final plan of subdivision.
- (d) the Purchaser does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor;
- (e) the Purchaser has relied entirely on the Purchaser's own enquiries relating to and inspection of the Property including, but without limitation:
 - (i) the potential use of the Property and any services to and on the Property;
 - (ii) the use or development of any land adjoining the Property; and
 - (iii) the matters referred to in the Due Diligence Checklist.

2.2. Words importing the singular shall be deemed to include the plural and vice versa and the words importing the masculine shall include the feminine and vice versa and the neuter. The expression "the Vendor" and "the Purchaser" unless inconsistent to the context shall be deemed to include their respective legal personal representatives and successors in title. Where there is more than one Purchaser, the covenant on behalf of the Purchaser shall be deemed joint and several.

3. IDENTITY OF PROPERTY

3.1. The purchaser acknowledges that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

3.2. Encumbrances

The Purchaser buys the property subject to all registered and unregistered encumbrances, easements, covenants and restrictions, including;

- (a) any disclosed in, required on contemplated by this Contract or the Vendor's Statement;
- (b) apparent or implied easements;

4. CONDITION OF PROPERTY

4.1. The property and any chattels are sold in their present condition and subject to any defects, fair, wear

and tear inclusive.

- 4.2. No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 4.3. The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard thereto or arising there from.
- 4.4. The purchaser agrees not to seek any contribution from the vendor for the cost of connecting any service to the land and acknowledges all connections required are to be at the Purchaser's own expense.
- 4.5. The purchaser:
- (a) accepts the property:
 - (i) with all existing and future planning, environmental and building controls and approvals;
 - and
 - (ii) in it's present condition with all defects and non-compliance with any of those controls or approvals;
 - (b) acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any of the matters referred to in sub- paragraph (b) hereof; and
 - (c) waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property

5. RESTRICTION

- 5.1 The Purchaser acknowledges that by enquiry of the appropriate local authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 5.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the Vendor's title or affects the validity of this Contract. The Purchaser must not make any objection and is not entitled to any compensation from the Vendor in respect of any such restriction.
- 5.3 The Purchaser shall assume liability for compliance with any notices or orders relating to the Property (other than those referring to the apportionable outgoings) which are made or issued on or after the Date of Sale and the Purchaser shall assume liability arising there from and indemnify the Vendor against such liability.
- 5.4 This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

6. USE OF THE LAND

The Purchaser acknowledges that the Vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by-law, town planning scheme or interim development order or other enactment or order of the Court the Purchaser shall obtain such consent at the Purchaser's own expense. The Purchaser has been satisfied as to all matters referred to in the Due Diligence Checklist.

7. FOREIGN ACQUISITIONS AND TAKEOVERS

The Purchaser warrants and represents to the Vendor that the Purchaser is not under any legal disability or restriction which would prohibit the Purchaser from entering into this Contract or which would render the Contract

illegal, void or voidable. In particular, the Purchaser warrants that the Purchaser does not require consent under the Foreign Acquisitions and Takeover Act 1975 to purchase the property or alternatively that such consent has been duly obtained prior to the signing hereof. The Purchaser acknowledges that the Vendor has entered into this Contract in reliance upon the aforesaid representations and warranties and that in the event of any such representations and warranties proving to be false, the Purchaser will be in default under this Contract and shall be responsible for and indemnify the Vendor in respect of all loss and damage suffered by the Vendor, which indemnity shall be enforceable regardless of whether or not this Contract continues in force or becomes void or voidable. This warranty and indemnity will not merge upon settlement.

8. ADJUSTMENTS

The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the vendor's representative at the time of submitting the Statement of Adjustments. The vendor will not be obliged to provide cheque directions until this condition has been complied with.

9. ENTIRE AGREEMENT

This Contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not included in this Contract is of no effect. The Purchaser acknowledges that there is no other Contract, agreement or collateral warranty subsisting at the time of signing this Contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and their authorised representatives.

10. LAND TAX AND WINDFALL GAINS TAX

Notwithstanding anything herein before mentioned, the parties hereby acknowledge that if the day of sale under this Contract is on or after 1 January 2024 then the provisions of the *State Taxation Acts and Other Acts Amendment Act 2023* apply to this Contract and any contrary terms contained in the General Conditions are excluded.

11. INCONSISTENCIES

The parties agree that if there is any inconsistency between the provisions of the General Conditions and these Special Conditions then, except in the case of manifest error, the provisions of these Special Conditions shall prevail and have priority to the extent of any inconsistency with the General Conditions.

GUARANTEE & INDEMNITY

I/We,..... of

and of

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

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

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

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

this day of 2025

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

- 18.9 The vendor must before settlement:

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

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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 a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST

withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

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

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

25.11 The vendor warrants that:

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

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:

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

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

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

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

VENDORS 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	15 Seeber Street, Epping VIC 3076 (Certificate of Title Volume 12000 Folio 614)
-------------	---

Vendor's name	Naoko Bray	Date / / 26
Vendor's signature		
Vendor's name	Martin William Bray	Date / / 26
Vendor's signature		

Purchaser's name		Date / / 26
Purchaser's signature		
Purchaser's name		Date / / 26
Purchaser's signature		



 (03) 9923 8233

 info@sm-law.com.au

 sm-law.com.au

SOUTH MELBOURNE
255 Coventry St, South Melbourne

ESSENDON
Suite 6 Level 2, 200-202 Buckley St, Essendon

PORT MELBOURNE
111 Bay St, Port Melbourne

Family Law | Criminal Law | Conveyancing & Leases | Wills & Probate | Commercial & Civil Litigation | Business Law | Personal Injury | Victims of Crime Assistance

ABN 49 103 404 99
Schembri McCluskys Pty Ltd

Incorporating the Law Practices of
Schembri & Co Lawyers • O'Brien & Galante • Conlan Lawyers • MSA Law • McCluskys Lawyers

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 certificates.

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

If any as contained in the attached certificates and searches herein.

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 noted below:
120.4
- (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 as detailed below:
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

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 an area that is designated as a bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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:

None to the Vendors knowledge.

4.3 Compulsory Acquisition

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

None to the Vendors knowledge.

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 certificates and/or statements, if applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable

8. SERVICES

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

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

Connected indicates that the service is provided by an Authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before Settlement and the Purchaser will have to have the service reconnected.

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*.

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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.)

Attached.

13. ATTACHMENTS

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

All Certificates identified above as being attached herein.

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

Page 1 of 2

VOLUME 12000 FOLIO 614

Security no : 124132027323T
Produced 10/02/2026 11:54 AM

LAND DESCRIPTION

Lot 33 on Plan of Subdivision 631270A.
PARENT TITLE Volume 11365 Folio 063
Created by instrument PS631270A Stage 2 19/07/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NAOKO BRAY
MARTIN WILLIAM BRAY both of 122 ROWANS ROAD MOORABBIN VIC 3189
AR799354J 21/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR799355G 21/12/2018
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF663212U 19/02/2008

AGREEMENT Section 173 Planning and Environment Act 1987
AK979462P 21/03/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AR142948T 19/06/2018

DIAGRAM LOCATION

SEE PS631270A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 15 SEEBER STREET EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 16/01/2019



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet


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

Document Type	Plan
Document Identification	PS631270A
Number of Pages (excluding this cover sheet)	5
Document Assembled	10/02/2026 11:54

Copyright and disclaimer notice:

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

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

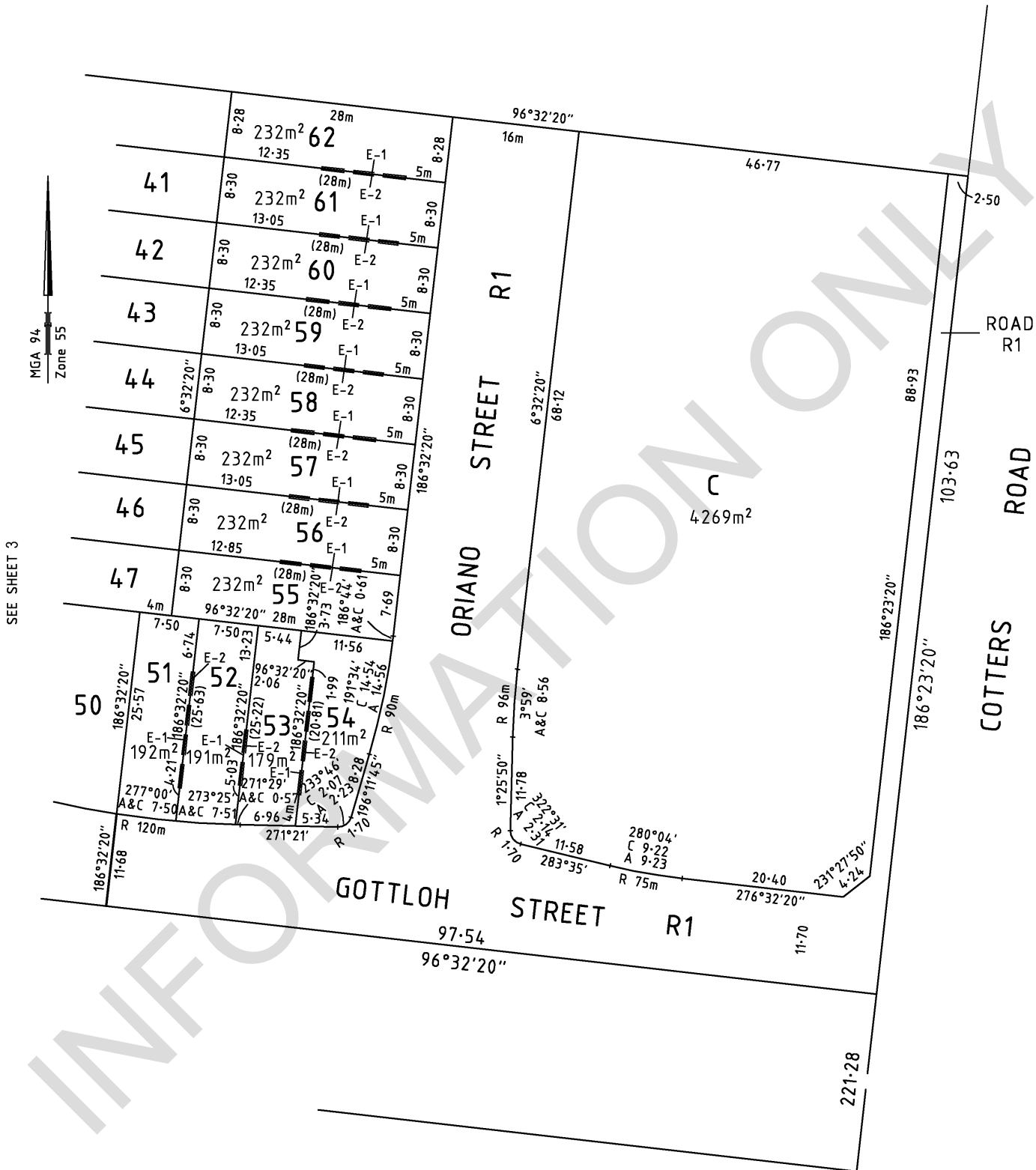
PLAN OF SUBDIVISION		STAGE NO.	LRS USE ONLY EDITION 2	PLAN NUMBER PS 631270A	
LOCATION OF LAND Parish: WOLLERT Township: Section: 8 Crown Allotment: Crown Portion: 4 (PART)		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WHITTLESEA REF: THIS IS A SPEAR PLAN			
Title References: Vol.8635 Fol.235 Last Plan Reference: LP72579 (Lot 5) Postal Address: 25 COTTERS ROAD EPPING 3076 MGA Co-ordinates E 323600 Zone 55 (Of approx centre of land in this plan) N 5833100		NOTATIONS STAGING: THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 711395 DEPTH LIMITATION: DOES NOT APPLY			
VESTING OF ROADS AND/OR RESERVES					
IDENTIFIER	COUNCIL/BODY/PERSON				
R1	CITY OF WHITTLESEA				
R2	CITY OF WHITTLESEA				
SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(S). IN PROCLAIMED SURVEY AREA No.					
EASEMENT INFORMATION				<u>LRS USE ONLY</u>	
LEGEND: E - Encumbering Easement, Condition of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	
Subject Land	Purpose	Width (Metres)	Origin		Land Benefited/in Favour Of
E-1,E-4 E-2 E-3 E-4,E-5 E-6	DRAINAGE AND SEWERAGE PARTY WALL PARTY WALL SEWERAGE DRAINAGE	12.19 0.12 0.12 3.60 2	LP 72579 THIS PLAN THIS PLAN THIS PLAN THIS PLAN		LAND IN LP 72579 RELEVANT ABUTTING LOTS RELEVANT ABUTTING LOTS YARRA VALLEY WATER CORPORATION CITY OF WHITTLESEA
SHEET 1 OF 4 SHEETS					
 WEBSTER SURVEY GROUP ABN: 35 464 993 855 662 Main Road, Eltham 3095 P.O Box 291, Eltham 3095 Telephone: (03) 9439 4222 Facsimile: (03) 9439 5288 webstergroup.com.au		LICENSED SURVEYOR <u>NEIL ALFRED WEBSTER</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF. 14980-S2 VERSION 08 23/01/2015		_____ DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

Stage No.

Plan Number

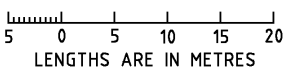
PS 631270A



NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 2

SCALE



ORIGINAL

SCALE SHEET
 1:500 SIZE
 A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE _____

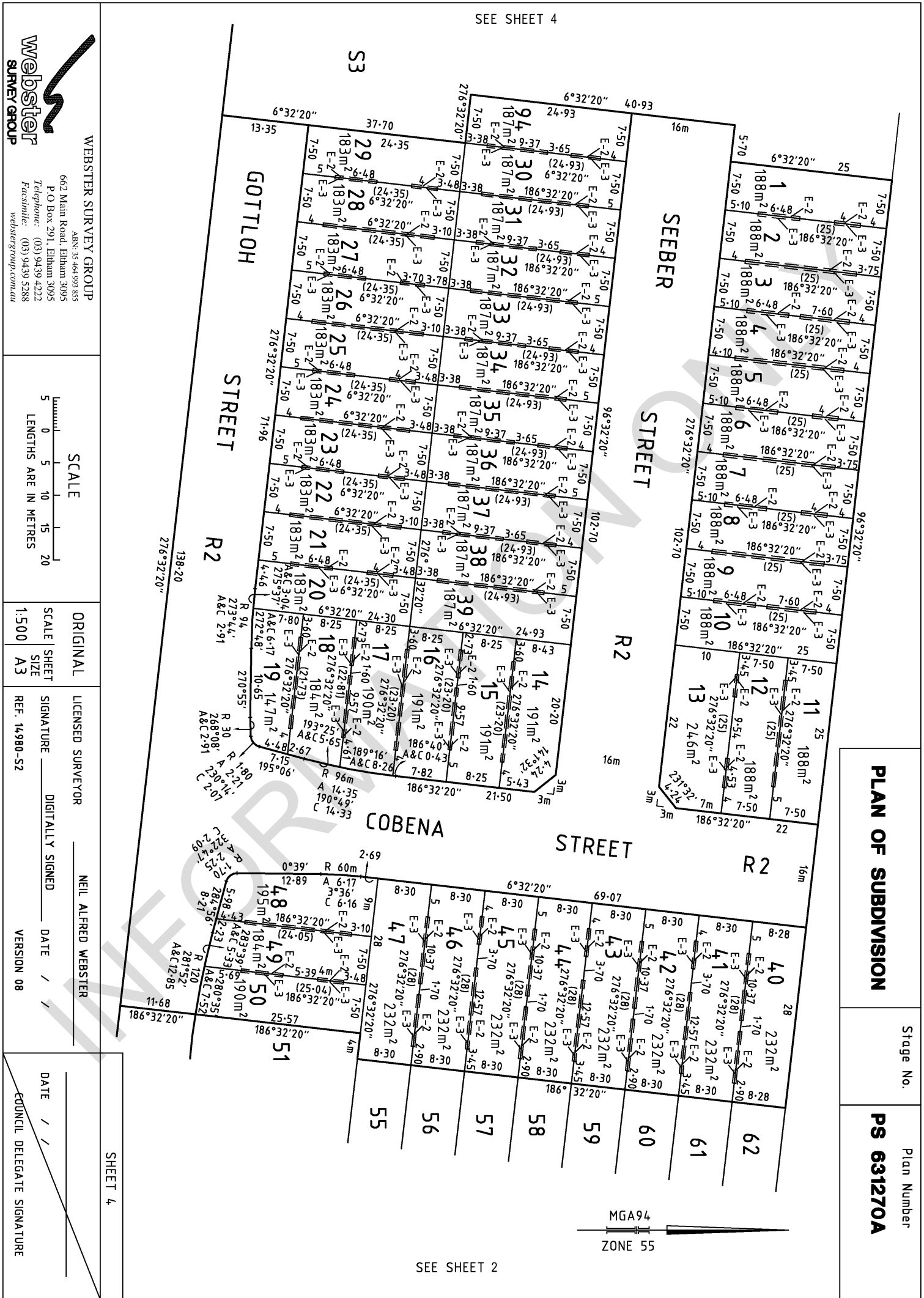
REF. 12788C

VERSION 05

DATE / /

COUNCIL DELEGATE SIGNATURE

SEE SHEET 4



PLAN OF SUBDIVISION

Stage No. _____
Plan Number **PS 631270A**

MGA94
ZONE 55

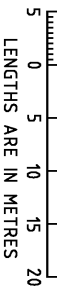
SEE SHEET 2

WEBSTER SURVEY GROUP



ABN: 35 464 993 855
662 Main Road, Eltham 3005
P.O. Box 291, Eltham 3005
Telephone: (03) 9439 4222
Facsimile: (03) 9439 5288
webstergroup.com.au

SCALE



SHEET 4

ORIGINAL SCALE SHEET SIZE
1:500 A3

LICENSED SURVEYOR

NEIL ALFRED WEBSTER

DATE / /

COUNCIL DELEGATE SIGNATURE

VERSION 08

SIGNATURE

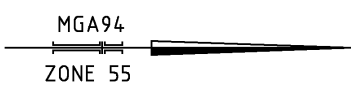
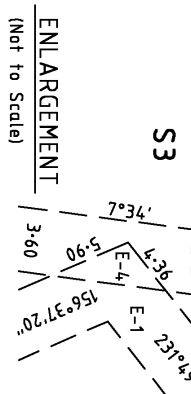
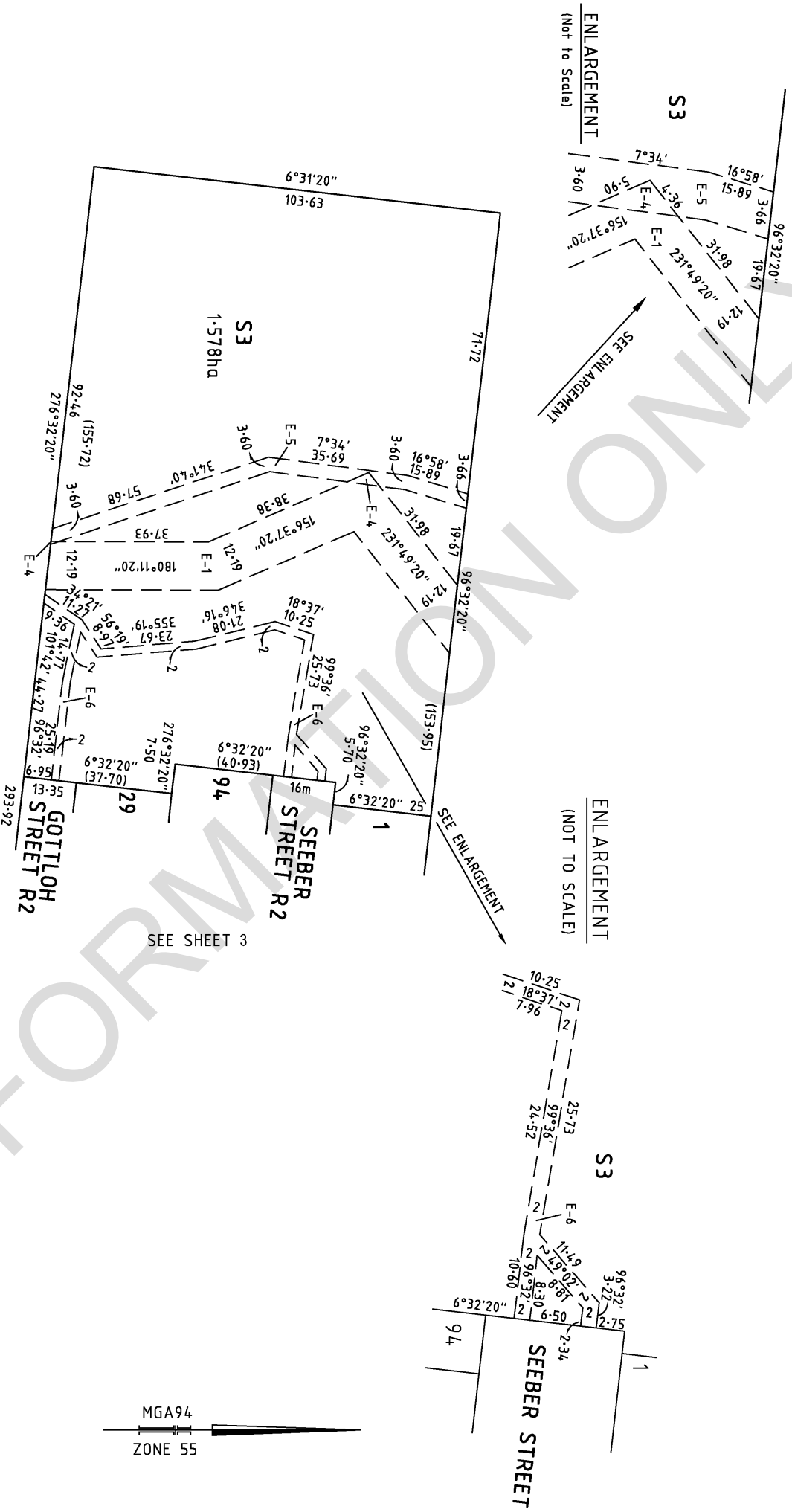
DIGITALLY SIGNED

DATE / /

VERSION 08

REF. 14980-S2

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 631270A
----------------------------	-----------	----------------------------------



Webster SURVEY GROUP

WEBSTER SURVEY GROUP
 ABN: 35 464 993 855
 662 Main Road, Eltham, 3095
 P.O. Box 291, Eltham 3095
 Telephone: (03) 9439 4222
 Facsimile: (03) 9439 5288
 webstergroup.com.au

SCALE

10 0 10 20 30 40
 LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:1000
 SHEET SIZE A3

LICENSED SURVEYOR

SIGNATURE _____ NEIL ALFRED WEBSTER
 DIGITALLY SIGNED _____ DATE / /
 REF. 14980-S2 VERSION 08

SHEET 5

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AR142948T
Number of Pages (excluding this cover sheet)	17
Document Assembled	10/02/2026 11:54

Copyright and disclaimer notice:

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

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

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AR142948T



Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:7523257
 Customer Code: 1167E

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

Land: Part of the land in Certificate of Title Volume 11365 Folio 063, more particularly described as Lot S2 on Plan of Subdivision 631270A.

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: TERRENCE MONTEBELLO

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

AR142948T



Certifications

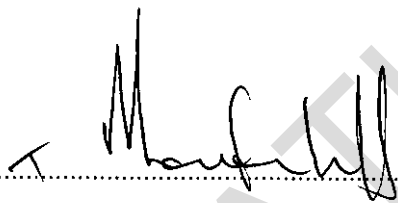
1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of: Whittlesea City Council

Signer Name: TERRENCE MONTEBELLO

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: 

Execution Date: 13 June 2018
TERRENCE MATTHEW GEORGE MONTEBELLO
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

INFORMATION ONLY

AR142948T

19/06/2018 \$94.60 173



Date 21/06/2018

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 25A Cotters Road

Purpose of Agreement: Development Contributions and Works in Kind for Infrastructure Project

City of Whittlesea

and

EWEP Hub Pty Ltd ACN 600 037 732

INFORMATION ONLY



Contents

- 1. **Definitions** 5
- 2. **Interpretation** 8
- 3. **Purposes of Agreement**..... 9
- 4. **Reasons for Agreement**..... 9
- 5. **Agreement required** 9
- 6. **Payment of Development Infrastructure Levy** 9
- 7. **Works in kind** 9
 - 7.1 Construction of Infrastructure Project 9
 - 7.2 Time for completion of Infrastructure Project 10
 - 7.3 Project Control Group 10
 - 7.4 Obligation to complete Infrastructure Project once commenced 10
 - 7.5 Agreed Infrastructure Project Value 10
 - 7.6 Design of Infrastructure Project 10
 - 7.7 Variation of Approved Plans 11
 - 7.8 Construction of Infrastructure Project 11
 - 7.9 Standard of work 11
 - 7.10 Access to land 11
- 8. **Certificate of Practical Completion** 12
 - 8.1 Certificate of Practical Completion 12
 - 8.2 Procedure for Certificate of Practical Completion 12
- 9. **Transfer of ownership**..... 12
 - 9.1 Transfer 12
 - 9.2 Maintenance of Infrastructure Projects 13
 - 9.3 Bank Guarantee 13
- 10. **Credit and processing of credits** 13
 - 10.1 Credit 13
 - 10.2 Exhaustion of Credit 13
- 11. **Statement** 14
- 12. **Localised Infrastructure** 14
- 13. **Further obligations of the Parties**..... 14
 - 13.1 Transaction costs 14
 - 13.2 Notice and registration 14
 - 13.3 Further actions 14
 - 13.4 Fees 15
 - 13.5 Council's costs to be paid 15
 - 13.6 Time for determining satisfaction 15
 - 13.7 Interest for overdue money 15
- 14. **Agreement under section 173 of the Act** 15
- 15. **Owner's warranties** 16
- 16. **Successors in title**..... 16
- 17. **General matters** 16
 - 17.1 Notices 16
 - 17.2 No waiver 16
 - 17.3 Severability 16



Maddocks

- 17.4 No fettering of Council's powers 16
- 17.5 Inspection of documents 17
- 17.6 Governing law 17
- 18. GST 17
- 19. Commencement of Agreement 17
- 20. Amendment of Agreement 17
- 21. Ending of Agreement 17
- 22. Ending and removal of the First DC Agreement and the Second DC Agreement 18
- Schedule 1 19
- Schedule 2 19
- Schedule 3 19
- Schedule 4 20

AR142948T

19/06/2018 \$94.60 173



INFORMATION ONLY



Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 12 / 6 / 2018

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council

Name	EWEP Hub Pty Ltd ACN 600 037 732
Address	Level 7, 468 St Kilda Road, Melbourne VIC 3004
Short name	Owner

AR142948T
 19/06/2018 \$94.60 173

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency as if this Agreement is an Approved Development Contributions Plan.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Subject Land is to be developed for urban purposes generally in accordance with the Aurora Development Plan Part 2.
- E. The Subject Land is subject to the Second DC Agreement which provides for a requirement for the Owner to pay development contributions to Council in respect of the development of the land described as Property 21. The Subject Land is part of Property 21.
- F. Council and the Owner have agreed to end the Second DC Agreement and have this Agreement regulate the obligations of the Parties regarding development contributions.
- G. Council approved the subdivision development of Property 21 in three stages under the Planning Permit, which has now expired.
- H. Stage 1 of the Original Development is complete and Stage 2 of the Original Development is under development at the time of this Agreement pursuant to the Planning Permit.
- I. The Owner intends obtaining a planning permit to develop the Subject Land.
- J. The Owner has asked Council for permission to carry out the Infrastructure Project.



Maddocks

- K. Council has agreed that the Owner will carry out the Infrastructure Project in return for a credit against its development contribution liability in respect of Property 21.
- L. As at the date of this Agreement, the Subject Land is encumbered by the First DC Agreement and the Second DC Agreement that provide for the payment of development contribution levies to Council.
- M. Council and the Owner have agreed to cancel and remove the First DC Agreement and the Second DC Agreement from the certificate of title to the Subject Land.
- N. This Agreement supersedes the terms of the First DC Agreement and the Second DC Agreement and provides for the Rollover Credit and credit for works in kind for the Infrastructure Project against the Owner's liability for the payment of development contributions in respect of the development of Property 21.
- O. As at the date of this Agreement, the Subject Land is encumbered by mortgages in favour of the Mortgagees. The Mortgagees consent to the Owner entering into this Agreement.

The Parties agree:

AR142948T



1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Infrastructure Project Value means the amount identified in Schedule 1.

Agreement means this Deed and includes this Deed as amended from time to time.

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

Approved Plans means the Designs of the Infrastructure Project approved by Council under clause 7.6 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate signed by a certified structural engineer and issued by Council in its capacity as the Development Agency stating that an Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Construction Program means a program in relation to the construction of the Infrastructure Project and without limiting the generality of its content, the Construction Program may include key milestones at which time Council in its capacity as Development Agency must be able to inspect the construction and progression of the Infrastructure Project.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute



Maddocks

as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Infrastructure Project Value subject to Indexation, against the Owner's liability to pay the Development Infrastructure Levy for Property 21.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project.

Developable Land means the net developable area of 3.69Ha of Property 21 identified as developable land.

Developer means the developer named in this Agreement or any other entity which has an agreement with the Owner to develop the Subject Land.

Development Infrastructure Levy or DIL means the development infrastructure levy that is required to be paid upon development of Property 21 as set out in Schedule 4 of this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

First DC Agreement means the agreement dated 13 February 2008 made under section 173 of the Act between Council and Cotters Road Pty Ltd concerning the payment of development contributions and being registered instrument number AF66321U.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an annual adjustment to an amount carried out

- using CPI as the adjustment index for the DIL;
- using Rawlinson's, Building Price Index (Melbourne) for the Infrastructure Project;
- on the 1st of July each year.

Infrastructure Project means the project identified in Schedule 1.

AR142948T

19/06/2018 \$94.60 173



Maddocks

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

Maintenance Period means the period specified in Schedule 2 commencing on the date of the Certificate of Practical Completion of the Infrastructure Project.

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 Subject Land or any part of it.

Original Development means the proposed subdivision of 210 O'Herns Road and 25 Cotters Road in three stages, Stage 1 having been completed over 210 O'Herns Road and part of 25 Cotters Road in accordance with the Planning Permit.

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 Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or Parties means the parties to this Agreement.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Specified Value of the Infrastructure Project.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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

Planning Permit means Planning Permit 711984 issued by Council on 8/12/2009 as amended from time to time.

Project Control Group means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 7.3.

Property 21 means all of the land that was previously known as 25 Cotters Road and described in the Second DC Agreement as Property 21, formerly described as all of the land in certificate of title volume 11356 folio 063 which is now cancelled.

Property 27 means the land known as 210 O'Herns Road and described in the Second DC Agreement as Property 27.

Provision Trigger means the milestone or provision trigger set out in the relevant column of Schedule 1.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Rollover Credit means the amount set out in Schedule 4.

AR142948T

19/06/2018 \$94.60 173





Maddocks

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Second DC Agreement means the agreement dated 27 September 2011 made under section 173 of the Act between Council and O'Herns Rd Holdings Pty Ltd concerning the payment of development contributions and being registered instrument number AK979462P.

Stage is a reference to a stage of subdivision of the Subject Land.

Stage 1 means stage 1 of the Original Development over Property 27 and part of Property 21.

Stage 2 means stage 2 of the Original Development over part of Property 21.

Stage 3 means stage 3 of the Original Development over the Subject Land, being part of Property 21.

Statement means the statement in Schedule 4 of this Agreement.

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

Subject Land means all of the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of the Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;



- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner undertaking the Infrastructure Project;
- 3.2 record the terms and conditions on which the Parties agree for the calculation and payment of the Development Infrastructure Levy, the Credit and the Rollover Credit relating to Property 21 and Property 27; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the reasons that Council would not have consented to the Owner undertaking the Infrastructure Project instead of paying the Development Infrastructure Levy or to the Rollover Credit without setting out the terms and conditions of this arrangement.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Payment of Development Infrastructure Levy

The Parties agree that:

- 6.1 subject to the Owner's entitlement to a Credit, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises.

7. Works in kind

7.1 Construction of Infrastructure Project

The Owner must construct the Infrastructure Project:



AR142948T

19/06/2018 \$94.60 173



Schedule 4

Statement of Development Infrastructure Levy Liability, Credit and Rollover Credit

DEVELOPMENT INFRASTRUCTURE LEVY - SUMMARY			
Development Infrastructure Levy Charge	Area (Ha)	DIL Charge	Notes
Stage 1 - (Part Property 21 only)	0.65	\$172,847	\$2012 - Fixed
Stage 2	1.496	\$408,463	\$2017 - Fixed
Stage 3	1.544	\$421,569	\$2017 - Subject to Indexation
Subtotal - Development Infrastructure Levy Charge		\$1,002,879	
DEVELOPMENT INFRASTRUCTURE LEVY CREDITS			
Development Infrastructure Levy Credits	Project Extent	Credit Value	Notes
Rollover Credit	N/A	\$74,631.43	\$2012 - Fixed
Infrastructure Project - Creation of a bridge in Property 21	100%	\$886,148	\$2017 Subject to Indexation
Subtotal - Credit		\$960,779	
Balance Payment (payable by Owner to Council)		\$42,100	\$2017 Subject to Indexation of DIL for Stage 3 and the Credit for the Infrastructure Project

INFORMATION

AR142948T

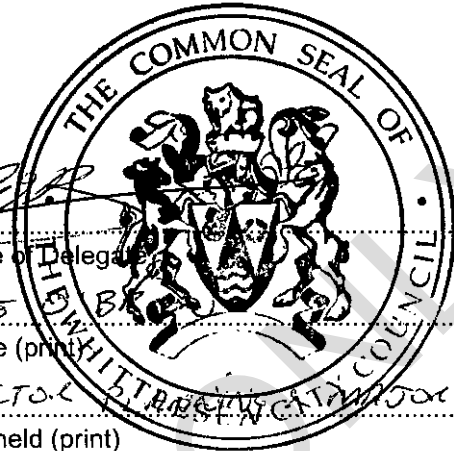
19/06/2018 \$94.60 173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council was affixed hereto in the presence of:



[Signature]
Signature of Delegate

GEORGE SAISANAS
Full name (print)

MANAGER STRATEGIC PLANNING & DESIGN
Position held (print)

[Signature]
Signature of Delegate

STEVE
Full name (print)

DIRECTOR
Position held (print)

Executed by EWEP Hub Pty Ltd 600 037 732 in accordance with s 127(1) of the Corporations Act 2001:

[Signature]
Signature of Director

ROSS MARTINESEN
Print full name

[Signature]
Signature of Director/Company Secretary

ADAM CAMPBELL
Print full name

INFORMATION

AR142948T



Mortgagee's Consent

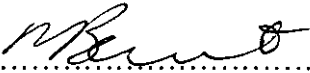
RMBL Investments Ltd as Mortgagee of registered mortgage No. AN137680A consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

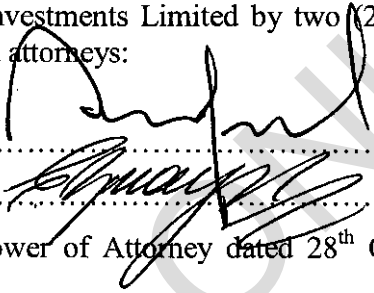
RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AN137680A over Certificate of Title Volume 11365 Folio 063 hereby consents to the registration of this Agreement.

Signed for and on behalf of RMBL Investments Limited by two (2) of its Investments Limited ACN 004 493 789 by appointed attorneys:
two (2) of its attorneys:

1) SURINDER GURDIAL

2) ELENA GRAYSON
before me;


.....
Signature of Witness


.....
.....

Under Power of Attorney dated 28th October 2015

A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

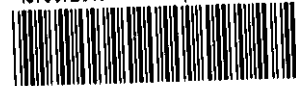
Marian Barnett

.....
Name of Witness

INFORMATION

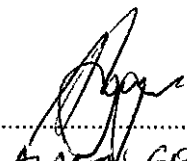
AR142948T

19/06/2018 \$94.60 173



Mortgagee's Consent

Melbourne Securities Corporation Ltd as Mortgagee of registered mortgage No. AN1773680A 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.


.....
ANDREW GIBSON
DIRECTOR

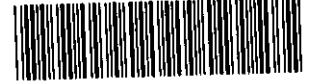

TONY TRAN
COMPANY SECRETARY

SIGNED UNDER SECTION 127 OF THE
CORPORATIONS ACT BY ITS DULY
AUTHORISED OFFICERS.

INFORMATION ONLY

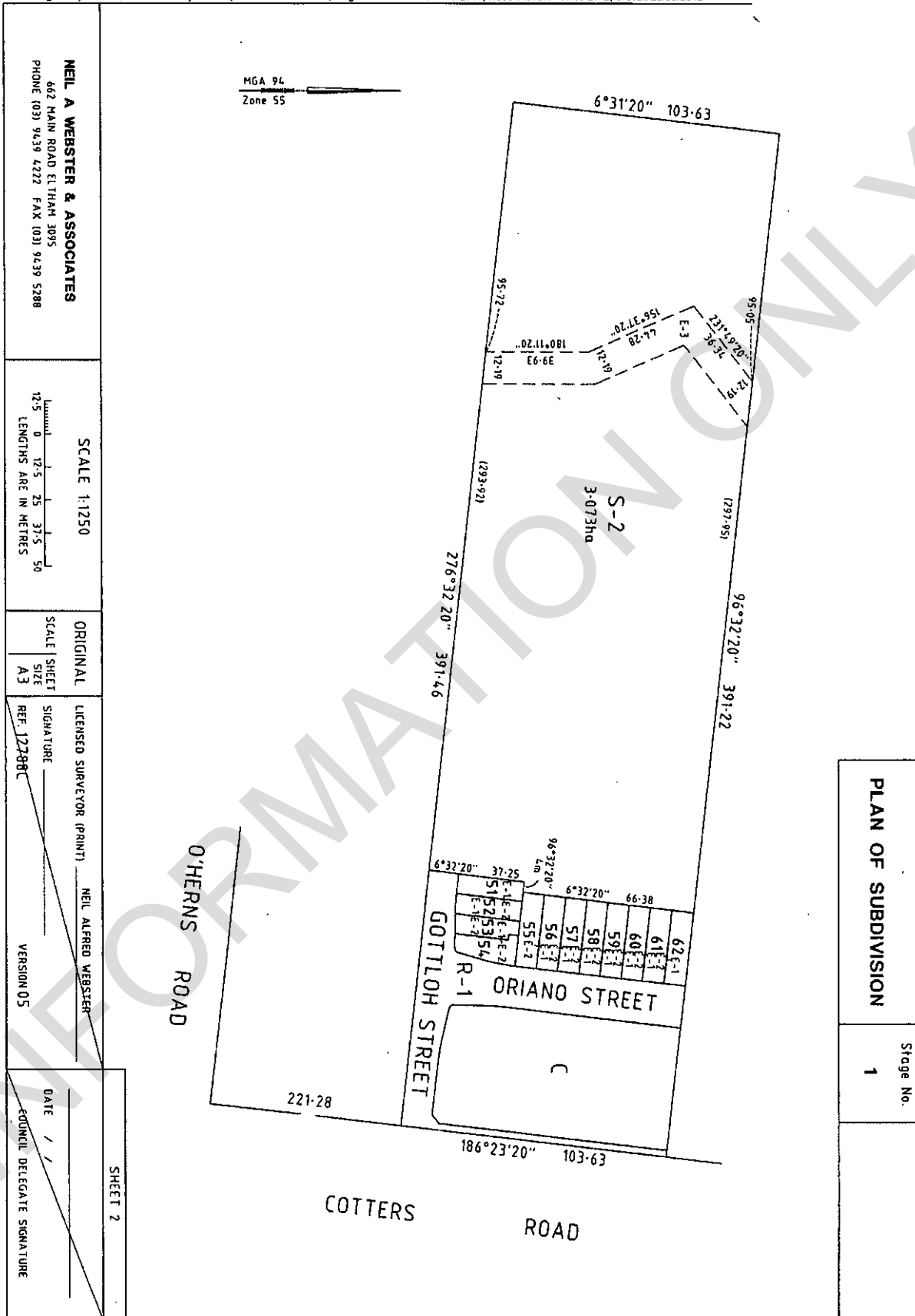
AR142948T

19/06/2018 \$94.60 173



Delivered by LANDATA®, Land Use Victoria timestamp 27/04/2018 10:08 Page 2 of 4

Signed by Council: Whittlesea City Council, Council Ref: 607533, Original Certification: 15/07/2011, Recertification: 10/05/2012, S.O.C.: 28/06/2012



NEIL A WEBSTER & ASSOCIATES
 662 MAIN ROAD ELTHAM 3095
 PHONE (03) 9439 4272 FAX (03) 9439 5288

SCALE 1:1250
 12.5 0 12.5 25 37.5 50
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER
 SIGNATURE _____
 REF. 12788C
 VERSION 05

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

SHEET 2

PLAN OF SUBDIVISION

Stage No. 1



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AK979462P
Number of Pages (excluding this cover sheet)	24
Document Assembled	10/02/2026 11:54

Copyright and disclaimer notice:

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

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

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AK979462P



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:BMS:5827965
Customer Code: 1167E

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

Land: ~~Volume 8625 Folio 235~~ Volume 11365 Folio 063

Responsible Authority: Whittlesea City Council of 25 Ferres Boulevard, South Morang, Victoria

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

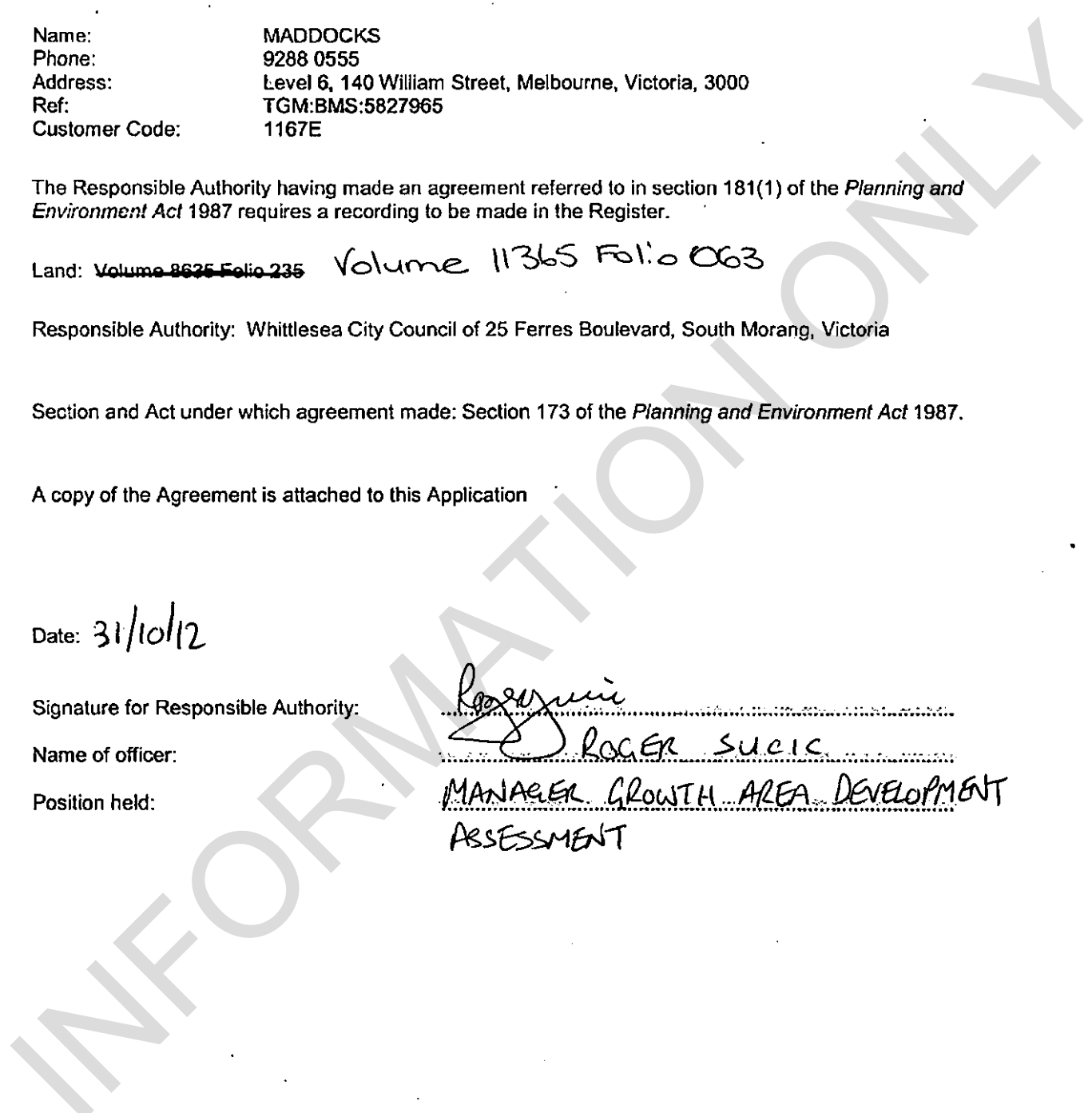
A copy of the Agreement is attached to this Application

Date: 31/10/12

Signature for Responsible Authority: 

Name of officer: ROGER SUEIC

Position held: MANAGER GROWTH AREA DEVELOPMENT ASSESSMENT



AK979462P

21/03/2014 \$113 173



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date **27/9** /2011

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 25 COTTERS ROAD, EPPING NORTH

Purpose: Development Infrastructure Levies

Whittlesea City Council

and

O'HERNS RD HOLDINGS PTY LTD

INFORMATION ONLY

Interstate office
Sydney
Affiliated offices around the world through the
Advoc Asia network - www.advocasia.com

AK979462P

21/03/2014

\$113

173



Contents

1.	Definitions	3
2.	Interpretation	5
3.	Specific obligations of the owner	5
	3.1 Development Contributions	5
	3.2 Timing of payment of contributions	6
	3.3 Payment by credits	6
	3.4 Adjustment of contributions excluding land	6
	3.5 Adjustment of land value	7
	3.6 Penalty for late payment	7
	3.7 Other contributions	7
	3.8 Development Levy in respect of Public Transport Corridor	7
	3.9 Council to construct infrastructure	7
	3.10 Open Space Land	7
	3.11 Project Land	8
	3.12 Fixed land values	8
4.	Specific obligations of council concerning the development contributions	8
5.	Agreed Land Value	9
6.	Further obligations of the owner	9
	6.1 Notice and Registration	9
	6.2 Further actions	9
	6.3 Council's Costs to be Paid	9
7.	Agreement under section 173 of the Act	9
8.	Owner's warranties	10
9.	Successors in title	10
10.	General matters	10
	10.1 Notices	10
	10.2 Service of Notice	10
	10.3 No Waiver	10
	10.4 Severability	11
	10.5 No Fettering of Council's Powers	11
11.	Goods and services tax	11
12.	Commencement of agreement	11
13.	Ending of agreement	11
14.	Ending of existing agreement	11
	Annexure "A"	13
	Annexure "B"	14
	Annexure "C"	15
	Annexure "D"	16

AK979462P

21/03/2014

\$113

173



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 27/9 /2011

BETWEEN

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

(Council)

AND

O'HERNS RD HOLDINGS PTY LTD
of 7 Brook Place Ringwood North, Victoria

(Owner)

Background

- A. Council is the Responsible Authority pursuant to the Act for the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the Epping North Growth Area and is to be developed for urban purposes generally in accordance with the Epping North Strategy Plan. The Subject Land is subject to the Existing Agreement which provides for a requirement for the Owner to pay development contributions to Council. Council and the Owner have agreed to end the Existing Agreement and have this Agreement regulate the obligations of the parties regarding development contributions.
- D. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

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

Act means the Planning and Environment Act 1987.

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

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

Conservation Purposes means a purpose including the conservation or the retention of any native vegetation, stony knoll or the like.

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

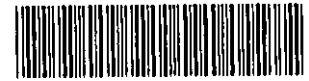
Development Contribution Tables means Tables 1 and 2 attached to this Agreement and marked with the letter "A" for identification.

AK979462P

21/03/2014

\$113

173



Demand Unit means each hectare of Developable Land.

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

Existing Agreement means the agreement dated 13 February 2008 made between Cotters Road Pty Ltd and Council and which is recorded on the certificate of title to the Subject Land concerning the payment of development contributions and being registered instrument number AF663212U.

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

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

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

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

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

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means unencumbered land to be set aside for active and passive open space purposes shown in the Open Space Plan and identified in the Land Budget but does not include land which is required to or ought to be set aside for Conservation Purposes.

Open Space Plan means the open space plan which is attached to this Agreement and marked with the letter "D" for identification.

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

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

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

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

Project Land means any land which is required for an Infrastructure Project.

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

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



Maddocks

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

Subject Land means property number 21 in the Land Holding Plan¹ being all of the land contained in Certificate of Title Volume 08635 Folio 235 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.



3. Specific obligations of the owner

The Owner acknowledges and agrees that:

3.1 Development Contributions

The Owner must pay Council the Infrastructure Contribution:

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

Infrastructure Contribution =

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

¹ Also known as 25 Cotters Road, Epping North.



Maddocks

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

Infrastructure Contribution =

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

3.2 Timing of payment of contributions

Unless Council agrees otherwise:

- 3.2.1 that part of the Infrastructure Contribution which is payable in respect of a plan of subdivision must be paid prior to the issue of a Statement of Compliance in respect of that plan of subdivision; and
- 3.2.2 that part of the Infrastructure Contribution which is payable in respect of a development not involving a subdivision of land must be paid to Council prior to the issue of a Building Permit under the *Building Act* 1993;

3.3 Payment by credits

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

3.4 Adjustment of contributions excluding land

The components of the Development Levy that relates to the construction of any Infrastructure Project excluding the land component of an Infrastructure Project must be adjusted either upwards or downwards on 1 July 2008 and on 1 July each year thereafter by reference to an index derived from the latest available edition of Rawlinsons;²

AK979462P

21/03/2014 \$113 173



² The construction costs of Infrastructure Projects in the Development Contribution Tables are expressed in 2006 dollars.



3.5 Adjustment of land value

The cost of the Project Land and Open Space Land as set out or assumed in the Development Contributions Tables will be adjusted on 1 July 2008 and on 1 July each year thereafter by reference to the CPI;³

3.6 Penalty for late payment

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

3.7 Other contributions

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

3.8 Development Levy in respect of Public Transport Corridor

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

3.9 Council to construct infrastructure

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

3.10 Open Space Land

3.10.1 The Owner must transfer to or vest in Council the amount of unencumbered Open Space Land (passive and active) specified in Table 1 of the Development Contribution Tables in exchange for the land cost described in Table 2 of the Development Contribution Tables for the Subject Land;

3.10.2 The location and distribution of the area of active unencumbered Open Space Land specified in Table 1 of the Development Contribution Tables to be transferred to or vested in Council must be consistent with the active unencumbered Open Space Land shown in the Open Space Plan;

3.10.3 The location and distribution of the area of passive unencumbered Open Space Land specified in Table 1 of the Development Contribution Tables to be transferred to or vested in Council must be consistent with the objectives and standards set out in clause 56 of the Planning Scheme and to the satisfaction of Council;

3.10.4 Where the Owner provides more land for open space purposes than is specified in Table 1 of the Development Contribution Tables, the Owner will not be entitled to any credit or payment in respect of that land under this Agreement or otherwise;

³ The cost of land in the Development Contribution Tables is expressed in February 2008 dollars.

AK979462P

21/03/2014

\$113

173



3.11 Project Land

3.11.1 Subject to this Agreement, the Owner must at a time specified in this Agreement, transfer to or vest in Council the Project Land in exchange for the land cost described in Table 2 of the Development Contributions Tables as being in respect of the Subject Land:

3.11.2 Any Project Land must be transferred to or vested in Council at such time that:

- (a) the land is sought to be subdivided; or
- (b) when Council advises the Owner in writing either as a condition of a planning permit or in some other form that the Project Land must be transferred to or vested in Council –

whichever is the earliest;

3.12 Fixed land values

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

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

- (a) the circumstances in which compensation will be paid for anything done under the permit; and
- (b) the amount or the method of determining the amount of compensation payable.

4. Specific obligations of council concerning the development contributions

Council agrees that:

4.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;

4.2 it will apply the Development Levies received pursuant to this Agreement for the purposes described in this Agreement;

4.3 it will deal with the funds received pursuant to this Agreement on the same basis as it deals with funds received under an Approved Development Contributions Plan;

4.4 where the Owner is entitled to a reimbursement, it will pay the amount due to the Owner within 60 days of the issue of the Statement of Compliance in respect of the final stage of the development of the Subject Land; and

4.5 the provisions of section 46Q of the Act apply with such adjustments as are necessary in the context of this Agreement.

AK979462P

21/03/2014 \$113 173



5. Agreed Land Value

5.1 Council and the Owner agree that

5.1.1 the provisions of clause 3.12 of this Agreement in relation to the value payable to the Owner in respect of land are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of land; and

5.1.2 upon any payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a credit in respect of the value of land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of that land.

6. Further obligations of the owner

6.1 Notice and Registration

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

6.2 Further actions

The Owner further covenants and agrees that:

6.2.1 the Owner will do all things necessary to give effect to this Agreement;

6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.3 Council's Costs to be Paid

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

7. Agreement under section 173 of the Act

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

AK979462P



8. Owner's warranties

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

9. Successors in title

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

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

10. General matters

10.1 Notices

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

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

10.2 Service of Notice

A notice or other communication is deemed served:

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

10.3 No Waiver

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

AK979462P

21/03/2014

\$113

173



10.4 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 must be severed and the other provisions of this Agreement will remain operative.

10.5 No Fettering of Council's Powers

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

11. Goods and services tax

11.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

11.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

11.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

12. Commencement of agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date it is executed by both parties.

13. Ending of agreement

13.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land.

13.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

14. Ending of existing agreement

The parties agree that the Existing Agreement ends when this agreement is recorded on the Certificate of Title to the Subject Land and at that time Council will provide the Owner with an application for the removal of the recording of the Existing Agreement from the Certificate of Title to the Subject Land.

AK979462P

21/03/2014 \$113 173



Signing Page

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

The Common Seal of Whittlesea City Council is affixed in the presence of:

R Hopkins

Chief Executive Officer



The Common Seal of O'HERNS RD HOLDINGS PTY LTD ACN 140317497 was affixed in the presence of authorised persons:

[Signature]

Director

Director (or Company Secretary)

LUCA GIOVANNETTI

Full name

Full name

*21, 176 WARRANDYTE RD
RIMWOOD NORTH VIC
3134*

Usual address

Usual address

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbered AG969231B hereby consents to the within Agreement.

EXECUTED by NATIONAL AUSTRALIA BANK LIMITED by being signed sealed and delivered in Victoria by its Attorney

BENJAMIN DAVID BLAKE who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

BDBlake
Attorney

[Signature]

Signature of Witness



Maddocks

Annexure "A"

AK979462P

21/03/2014 \$113 173



INFORMATION ONLY

Table 1: - Infrastructure requirements for private land holdings (excluding VicUrban)
 Source: City of Whitehorse, last updated 19 July 2011

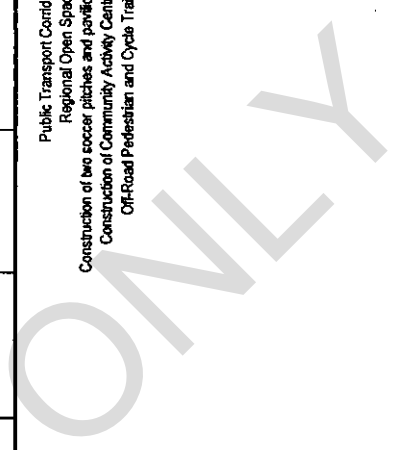
Project Number	Project Description	Estimated Land Cost as at 2005	CPH Increase June 2005-June 2010	Land cost as at July 2010	Estimated Construction Cost as at 2005	% Construction Increase 2005-2010	Construction cost increase 2005-2010	Construction cost as at 2010	Total Cost of Project 2005	Total Cost of Project 2010	Development Types, Including Contribution	Total Number of Net Developable Hectares in Private	Contribution per Net Developable Hectare
RO08	Scarston Drive (2.4km north of O'Hara Road to Chequamegon Road East) A total of 0.13 hectares from Property 12 valued at \$175,000 O'Hara Road (location same to east of ADP7) A total area of 1.2 hectares costing \$2,175,000 is required, comprising: 0.25ha from Property 23 valued at \$625,000; 0.20ha from Property 24 valued at \$250,000; 0.20ha from Property 25 valued at \$175,000; 0.20ha from Property 26 valued at \$450,000; 0.20ha from Property 27 valued at \$450,000; and 0.125ha from Property 28 valued at \$125,000.	\$175,000	12.45%	\$140,563	\$0		\$0	\$0	\$125,000	\$140,563	All	58.57	\$2,389.91
Sub-Total		\$2,349,000		\$2,448,250	\$0		\$0	\$2,300,000	\$2,348,250	\$2,388,350			\$44,158
PT01	Public Transport Corridor	\$216,211	12.45%	\$243,129	\$0		\$0	\$216,211	\$243,129	\$243,129	All	58.57	\$4,151.09
Sub-Total		\$216,211		\$243,129	\$0		\$0	\$216,211	\$243,129	\$243,129			\$4,151.09
PV01	Passive Open Space A total area of 6.59 hectares of passive open space valued at \$4,000,000 is required, comprising: 6.67ha from Property 3 valued at \$3,050,000; 1.23ha from Property 6 valued at \$800,000; and 0.69ha from Property 23 valued at \$150,000.	\$4,000,000	12.45%	\$4,498,000	\$0		\$0	\$4,000,000	\$4,498,000	\$4,498,000	All	58.57	\$76,797.00
Sub-Total		\$4,000,000		\$4,498,000	\$0		\$0	\$4,000,000	\$4,498,000	\$4,498,000			\$76,797.00
AS04	Active Open Space for Central West Soccer Facility A total of 1.85 hectares is required for the facility from Property 12 valued at \$1,075,000.	\$1,075,000	12.45%	\$1,208,838	\$0		\$0	\$1,075,000	\$1,208,838	\$1,208,838	All	58.57	\$20,630.19
Sub-Total		\$1,075,000		\$1,208,838	\$0		\$0	\$1,075,000	\$1,208,838	\$1,208,838			\$20,630.19
AS08	Open North Straker Plan Area Regional Open Space contribution attributable to ADP7 area. A total area of \$4,000,000 is required, comprising: 1.23ha from Property 6 valued at \$800,000; and 0.69ha from Property 23 valued at \$150,000.	\$203,490	12.45%	\$228,825	\$0		\$0	\$203,490	\$228,825	\$228,825	All	58.57	\$3,906.88
Sub-Total		\$203,490		\$228,825	\$0		\$0	\$203,490	\$228,825	\$228,825			\$3,906.88
CK03-007	Construction of community activity centre (south town centre)	\$0		\$0	\$500,000	21.78%	\$108,900	\$608,900	\$500,000	\$608,900	All	58.57	\$10,396.11
Sub-Total		\$0		\$0	\$500,000	21.78%	\$108,900	\$608,900	\$500,000	\$608,900			\$10,396.11
INDOOR ACTIVE RECREATION													
AR04	Construction of the Central West Soccer Facility - 2 soccer pitches and pavilion.	\$0		\$0	\$2,800,000	25.05%	\$702,520	\$3,502,520	\$2,800,000	\$3,502,520	All	58.57	\$59,800.59
Sub-Total		\$0		\$0	\$2,800,000	25.05%	\$702,520	\$3,502,520	\$2,800,000	\$3,502,520			\$59,800.59
OFF-ROAD RECREATION & CYCLE TRAILS													
PO01	Construction of pedestrian/bicycle bridge - regional network - 1.2 kilometers	\$0		\$0	\$128,141	12.01%	\$15,380	\$143,521	\$128,141	\$143,521	All	58.57	\$2,450.58
PO02	Construction of pedestrian/bicycle bridge - local network - 12.26 kilometers	\$0		\$0	\$179,646	12.01%	\$21,575	\$201,221	\$179,646	\$201,221	All	58.57	\$3,435.57
Sub-Total		\$0		\$0	\$307,787	12.01%	\$36,955	\$344,742	\$307,787	\$344,742			\$5,881.16
TOTAL		\$7,734,761		\$8,765,141	\$3,607,787		\$448,365	\$4,056,152	\$11,201,313	\$11,201,313			\$275,735.75



Table 2: Infrastructure Requirements for private land holdings (excluding VicUrban) - Balance Sheet
Source: City of Whittlesea, last updated 19 July 2011

Property	Developable Area (Ha)	Net	Roads	Public Transport Corridor	Passive Open Space	Unnumbered Active Open Space - Local	Unnumbered Active Open Space - Regional	Outdoor Active Recreation	Community Facilities	Off-Road Pedestrian & Cycle Trails	Total	Balance (negative number indicates reimbursement and positive number indicates cash payment required)
All	58.57	\$44,133.27	\$4,151.09	\$76,797.00	\$20,633.19	\$3,906.36	\$10,396.11	\$59,800.58	\$5,886.16	\$225,735.25	\$694,487.99	
3	18.27	\$96,771.63	\$75,840.39	\$1,403,081.10	\$37,078.05	\$71,378.24	\$189,936.88	\$1,092,556.61	\$107,540.09	\$4,124,182.99	\$3,429,725.00	
6	2.78	\$122,760.00	\$11,540.03	\$213,495.65	\$7,376.95	\$10,861.06	\$28,901.18	\$166,245.61	\$16,363.92	\$627,543.99	\$895,600.00	
11	5.24	\$231,389.35	\$21,751.71	\$402,416.25	\$108,149.37	\$20,471.92	\$54,475.60	\$313,355.04	\$30,843.46	\$1,182,852.70	\$0.00	
12	5.29	\$233,597.26	\$21,959.26	\$406,256.10	\$109,181.33	\$20,667.26	\$54,985.41	\$316,345.07	\$31,137.77	\$1,194,139.46	\$1,349,400.00	
13	8.1	\$357,682.00	\$33,623.82	\$622,055.66	\$167,177.46	\$31,645.53	\$84,208.47	\$484,384.70	\$47,677.87	\$1,828,455.51	\$0.00	
14	1.13	\$49,898.85	\$4,690.73	\$86,780.60	\$23,322.29	\$4,414.75	\$11,747.60	\$67,574.66	\$6,651.36	\$255,080.83	\$0.00	
17	2.45	\$108,197.77	\$10,170.17	\$188,152.64	\$50,566.02	\$9,571.80	\$25,470.46	\$146,511.42	\$14,421.08	\$593,051.96	\$0.00	
20	3.32	\$146,605.46	\$13,781.61	\$254,966.02	\$68,522.12	\$12,970.76	\$34,515.08	\$198,537.93	\$19,542.04	\$749,441.02	\$0.00	
21	3.69	\$162,944.02	\$15,317.52	\$283,380.91	\$76,158.62	\$14,416.30	\$38,361.64	\$220,664.14	\$21,719.92	\$832,963.07	\$846,450.00	
23	1.27	\$56,081.01	\$5,271.98	\$97,532.18	\$26,211.77	\$4,961.71	\$13,203.06	\$75,946.74	\$7,475.42	\$286,683.77	\$871,467.50	
24	1.29	\$56,964.17	\$5,354.90	\$99,068.12	\$26,624.56	\$5,039.84	\$13,410.98	\$77,142.75	\$7,293.14	\$291,198.47	\$281,125.00	
25	1.37	\$60,496.83	\$5,686.99	\$105,211.88	\$28,275.69	\$5,352.39	\$14,242.67	\$81,926.80	\$8,064.04	\$309,257.29	\$196,787.50	
26	1.82	\$80,368.06	\$7,554.98	\$139,770.53	\$37,563.33	\$7,110.49	\$18,920.92	\$108,837.06	\$10,712.81	\$440,838.15	\$506,025.00	
27	1.83	\$80,809.64	\$7,598.49	\$140,538.50	\$37,769.72	\$7,449.54	\$19,024.88	\$109,435.06	\$10,771.67	\$413,095.50	\$506,025.00	
28	0.72	\$31,793.96	\$2,988.78	\$55,293.84	\$14,860.22	\$2,812.94	\$7,485.20	\$43,056.42	\$4,238.03	\$162,529.38	\$506,025.00	
TOTAL	58.57	\$253,012.50	\$23,812.94	\$430,564.42	\$7,485.20	\$2,812.94	\$4,238.03	\$253,012.50	\$4,081,675.99	\$216,211.00	\$203,490.00	

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






Maddocks

Annexure "B"

AK979462P

21/03/2014 \$113 173


INFORMATION ONLY



Table 3: -Land Budget

Property Number	Total Area (hectares)	Encumbered Land (hectares)						Transit Corridor	Gross Developable Area (GDA) (Total Land Area minus Encumbered Area) (hectares)	Unencumbered Public Open Space (hectares)		Net Developable Area (NDA) (GDA Area minus Unencumbered Land Area) (hectares)
		Power Easement	Gas Easement	Edgars Creek (1:100 Flood Area)	Conservation Area	Land for arterial road widening not required for ADP2	POS Active & Passive Rec (Retarding Basin)			Passive Open Space	Active Open Space	
1	59.88	-	-	-	6.29	-	0.98	-	52.61	2.12	4.58	45.91
2	38.01	-	-	-	17.84	-	-	-	20.17	1.49	-	18.68
3	30.50	-	2.53	-	3.03	-	-	-	24.94	6.87	-	18.27
4	36.41	-	3.10	-	10.31	0.04	-	-	22.96	3.22	-	19.74
5	11.69	-	-	-	0.24	-	-	-	11.45	-	-	11.45
6	4.01	-	-	-	-	-	-	-	4.01	1.23	-	2.78
7	36.46	-	-	1.07	-	-	-	-	35.39	2.10	4.20	29.09
8	53.09	-	-	4.63	0.33	-	-	-	48.13	0.92	-	47.21
9	50.31	-	-	4.59	-	-	-	2.17	43.55	2.10	-	41.45
10	49.49	-	-	2.46	7.64	-	-	2.74	36.65	1.33	-	35.32
11	5.24	-	-	-	-	-	-	-	5.24	-	-	5.24
12	8.30	-	0.97	-	-	0.19	-	-	7.14	-	1.85	5.29
13	8.10	-	-	-	-	-	-	-	8.10	-	-	8.10
14	1.13	-	-	-	-	-	-	-	1.13	-	-	1.13
15	44.34	4.90	0.70	-	8.69	0.22	-	-	29.83	1.41	3.91	24.51
16	42.39	-	6.31	0.35	-	-	0.13	-	35.60	3.37	-	30.90
17	2.45	-	-	-	-	-	-	-	2.45	-	-	2.45
18	30.30	-	-	-	1.81	-	-	1.76	26.73	2.81	0.84	23.08
19	4.25	4.12	-	-	-	-	-	-	0.13	-	-	0.13
20	3.94	0.15	-	0.47	-	-	-	-	3.32	-	-	3.32
21	4.06	-	0.37	-	-	-	-	-	3.69	-	-	3.69
22	14.91	-	-	-	-	1.00	-	-	13.91	0.57	-	13.34
23	1.61	-	-	-	-	0.25	-	-	1.36	0.09	-	1.27
24	2.10	-	0.81	-	-	0.20	-	-	1.29	-	-	1.29
25	2.51	-	0.88	-	-	0.26	-	-	1.37	-	-	1.37
26	2.02	-	-	-	-	0.20	-	-	1.82	-	-	1.82
27	2.03	-	-	-	-	0.20	-	-	1.83	-	-	1.83
28	0.81	-	-	-	-	0.09	-	-	0.72	-	-	0.72
29	32.42	4.47	-	-	-	0.80	-	2.14	25.01	0.10	-	24.91
A	2.58	-	0.23	-	-	-	-	-	2.35	-	2.26	0.09
B	0.45	-	-	-	-	-	-	-	0.45	0.24	-	0.21
C	0.27	-	-	-	-	-	-	-	0.27	0.08	-	0.19
Veaings Road	2.35	-	-	0.90	-	-	-	-	1.45	0.16	-	1.29
Harvest Home Road	3.47	-	0.07	0.19	-	0.02	-	-0.07	3.12	0.47	0.17	2.48
Colters Road	0.82	-	0.17	-	-	-	-	-	0.65	-	-	0.65
TOTAL	592.67	13.81	7.60	21.58	57.43	3.47	1.11	8.88	478.79	30.48	19.14	429.17



Maddocks

Annexure "C"

AK979462P

21/03/2014

\$113

173

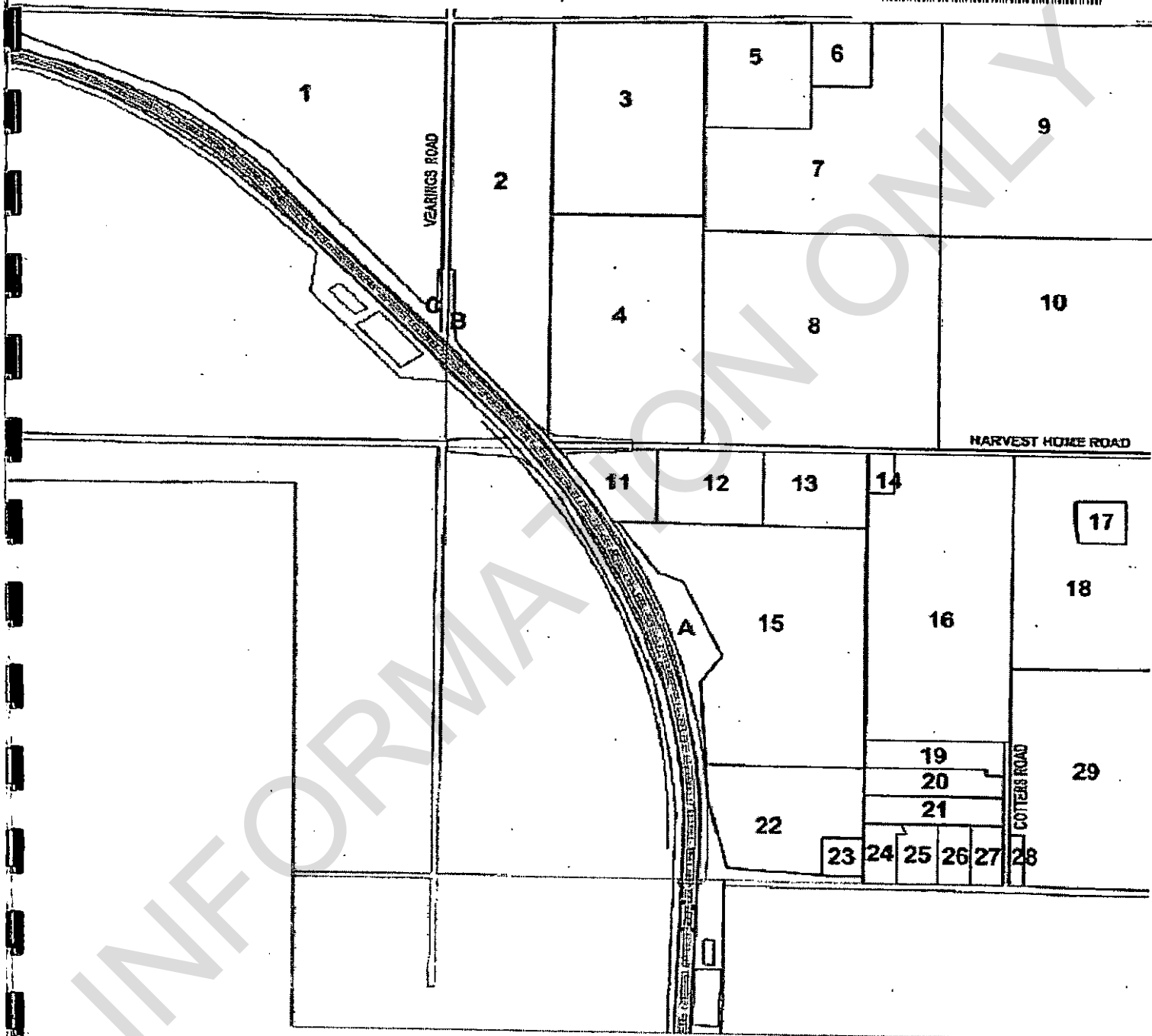
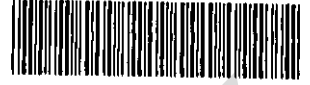


INFORMATION ONLY

Land Holding Plan

AK979462P

21/03/2014 \$113 173





Schedule 1

Lower Order Infrastructure Items

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

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

AK979462P

21/03/2014

\$113 173



INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AF663212U
Number of Pages (excluding this cover sheet)	25
Document Assembled	10/02/2026 11:54

Copyright and disclaimer notice:

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

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

AF663212U



Form 18

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5401989 Customer Code: 1167E

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

Land: Volume 8635 Folio 235

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]
Name of officer: DAVID TRUBUE
Office held: C.E.O.
Date: 15-2-2008



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date 13 / 2 / 2008

Agreement under Section 173 of the Planning and Environment Act 1987

AF663212U
19/02/2008 \$97 173

Subject Land: 25 Cotters Road

Purpose: Development Levies

Whittlesea City Council

and

Cotters Road Pty Ltd ACN 112 124 197

INFORMATION ONLY

Interstate office
Sydney
Affiliated offices
Adelaide, Beijing, Brisbane, Colombo,
Dubai, Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Tianjin

AF663212U

19/02/2009 \$97 173



Table of Contents

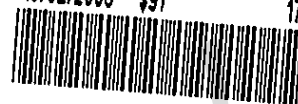
- 1. DEFINITIONS 1**
- 2. INTERPRETATION..... 3**
- 3. SPECIFIC OBLIGATIONS OF THE OWNER 4**
 - 3.1 Development Contributions 4
 - 3.2 Timing of payment of contributions 4
 - 3.3 Payment by credits 4
 - 3.4 Adjustment of contributions excluding land 5
 - 3.5 Adjustment of land value 5
 - 3.6 Penalty for late payment 5
 - 3.7 Other contributions 5
 - 3.8 Development Levy in respect of Public Transport Corridor 5
 - 3.9 Council to construct infrastructure 6
 - 3.10 Open Space Land 6
 - 3.11 Project Land 6
 - 3.12 Fixed land values 6
- 4. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS 7**
- 5. FURTHER OBLIGATIONS OF THE OWNER..... 7**
 - 5.1 Notice and Registration 7
 - 5.2 Further actions 7
 - 5.3 Council's Costs to be Paid 8
- 6. AGREEMENT UNDER SECTION 173 OF THE ACT 8**
- 7. OWNER'S WARRANTIES 8**
- 8. SUCCESSORS IN TITLE..... 8**
- 9. GENERAL MATTERS 8**
 - 9.1 Notices 8
 - 9.2 Service of Notice 9
 - 9.3 No Waiver 9
 - 9.4 Severability 9
 - 9.5 No Fettering of Council's Powers 9
- 10. GOODS AND SERVICES TAX..... 9**
- 11. COMMENCEMENT OF AGREEMENT 9**
- 12. ENDING OF AGREEMENT..... 10**
- ANNEXURE "A" 12**
- ANNEXURE "B" 13**
- ANNEXURE "C" 14**
- ANNEXURE "D" 15**

SCHEDULE 1 16

AF663212U

19/02/2008 \$97

173



INFORMATION ONLY

Agreement under Section 173 of the Planning and Environment Act 1987

DATE: 13 / 02 / 2008

AF663212U



BETWEEN

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

(Council)

AND

COTTERS ROAD PTY LTD ACN 112 124 197
of Level 14 150 Lonsdale Street, Melbourne

(Owner)

RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Amendment.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the Epping North Growth Area and is to be developed for urban purposes generally in accordance with the Epping North Strategy Plan. The Amendment will among other things rezone the Subject Land to a Comprehensive Development Zone with an associated Schedule to facilitate the urban development of the Subject Land.
- D. Prior to the approval of the Amendment, the Owner of the Subject Land must enter into agreement with Council to address the provision of infrastructure and public open space.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

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

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

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

Conservation Purposes means a purpose including the conservation or the retention of any native vegetation, stony knoll or the like.

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

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

Demand Unit means each hectare of Developable Land.

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

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

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

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

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

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

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means unencumbered land to be set aside for active and passive open space purposes shown in the Open Space Plan and identified in the Land Budget but does not include land which is required to or ought to be set aside for Conservation Purposes.

Open Space Plan means the open space plan which is attached to this Agreement and marked with the letter "D" for identification.

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

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

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

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

AF663212U

19/02/2008 \$97 173



Project Land means any land which is required for an Infrastructure Project.

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

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

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

Subject Land means property number 21 in the Land Holding Plan being the land contained in Certificate of Title Volume 8635 Folio 235 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

AF663212U

19/02/2008 \$97 173





3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges and agrees that:

3.1 Development Contributions

the Owner must pay Council the Infrastructure Contribution:

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

Infrastructure Contribution =

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

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

Infrastructure Contribution =

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

3.2 Timing of payment of contributions

unless Council agrees otherwise:

3.2.1 that part of the Infrastructure Contribution which is payable in respect of a plan of subdivision must be paid no earlier than 21 days prior to the issue of a Statement of Compliance in respect of that plan of subdivision; and

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

3.3 Payment by credits

3.3.1 where the amount of the Infrastructure Contribution due to be paid by the Owner to Council exceeds the amount that the Owner is due to be paid for the Owner's land contribution as set out in the Development

Contribution Tables, the Owner must accept the payment for the land contribution in the form of a credit against the Owner's obligation to pay Infrastructure Contributions to Council;

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

3.4 Adjustment of contributions excluding land

the components of the Development Levy that relates to the construction of any Infrastructure Project excluding the land component of an Infrastructure Project must be adjusted either upwards or downwards on 1 July 2008 and on 1 July each year thereafter by reference to an index derived from the latest available edition of Rawlinsons;¹

3.5 Adjustment of land value

the cost of the Project Land and Open Space Land as set out or assumed in the Development Contributions Tables will be adjusted on 1 July 2008 and on 1 July each year thereafter by reference to the CPI;²

3.6 Penalty for late payment

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

3.7 Other contributions

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

3.8 Development Levy in respect of Public Transport Corridor

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

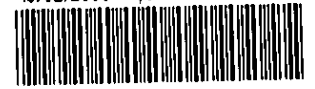
AF663212U

19/02/2008 \$97 173



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

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



3.9 Council to construct infrastructure

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

3.10 Open Space Land

3.10.1 the Owner must transfer to or vest in Council the amount of unencumbered Open Space Land (passive and active) specified in Table 1 of the Development Contribution Tables in exchange for the land cost described in Table 2 of the Development Contribution Tables for the Subject Land;

3.10.2 the location and distribution of the area of active unencumbered Open Space Land specified in Table 1 of the Development Contribution Tables to be transferred to or vested in Council must be consistent with the active unencumbered Open Space Land shown in the Open Space Plan;

3.10.3 the location and distribution of the area of passive unencumbered Open Space Land specified in Table 1 of the Development Contribution Tables to be transferred to or vested in Council must be consistent with the objectives and standards set out in clause 56 of the Planning Scheme and to the satisfaction of Council;

3.10.4 where the Owner provides more land for open space purposes than is specified in Table 1 of the Development Contribution Tables, the Owner will not be entitled to any credit or payment in respect of that land under this Agreement or otherwise;

3.11 Project Land

3.11.1 subject to this Agreement, the Owner must at a time specified in this Agreement, transfer to or vest in Council the Project Land in exchange for the land cost described in Table 2 of the Development Contributions Tables as being in respect of the Subject Land;

3.11.2 any Project Land must be transferred to or vested in Council at such time that:

3.11.2.1 the land is sought to be subdivided; or

3.11.2.2 when Council advises the Owner in writing either as a condition of a planning permit or in some other form that the Project Land must be transferred to or vested in Council –

whichever is the earliest;

3.12 Fixed land values

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

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

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

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

4. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

4.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;

4.2 it will apply the Development Levies received pursuant to this Agreement for the purposes described in this Agreement;

4.3 it will deal with the funds received pursuant to this Agreement on the same basis as it deals with funds received under an Approved Development Contributions Plan;

4.4 where the Owner is entitled to a reimbursement, it will pay the amount due to the Owner within 60 days of the issue of the Statement of Compliance in respect of the final stage of the development of the Subject Land; and

4.5 the provisions of section 46Q of the Act apply with such adjustments as are necessary in the context of this Agreement.

5. FURTHER OBLIGATIONS OF THE OWNER

5.1 Notice and Registration

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

5.2 Further actions

The Owner further covenants and agrees that:

5.2.1 the Owner will do all things necessary to give effect to this Agreement;

5.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

AF663212U

19/02/2008 \$97 173



procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

5.3 Council's Costs to be Paid

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

6. AGREEMENT UNDER SECTION 173 OF THE ACT

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

7. OWNER'S WARRANTIES

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

8. SUCCESSORS IN TITLE

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

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

9. GENERAL MATTERS

9.1 Notices

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

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

AF663212U

19/02/2008 197 173



AF663212U



9.2 Service of Notice

A notice or other communication is deemed served:

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

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

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

10. GOODS AND SERVICES TAX

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

11. COMMENCEMENT OF AGREEMENT

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

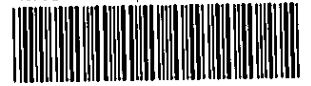


12. ENDING OF AGREEMENT

- 12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land.

- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

INFORMATION ONLY



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

The Common Seal of the Whittlesea City Council was hereunto affixed in the presence of:)))

[Signature] Chief Executive Officer

THE COMMON SEAL of COTTERS ROAD PTY LTD ACN 112 124 197 was affixed in the presence of authorised persons:)))

Mark Russell Director
Mark Russell Full name
55 New Road Oak Park Usual address
 Director (or Company Secretary)
 Full name
 Usual address

AF663212U

19/02/2008 \$97 173



Annexure "A"

INFORMATION ONLY

ANNEXURE "A"
Sheet 1 of 2

AF663212U

19/02/2008 \$97

173



DRAFT ONLY

Table 1: - Infrastructure requirements for private land holdings (excluding VicUrban)
Feb-08

Project Number	Project Description	Estimated Land Costs as at 2005	Estimated Construction Cost	Total Cost of Project	Development Types (Making Contribution)	Total Number of Net Contribution per Net Developable Hectares in Private
ROADS						
RO06	Scanlon Drive (240m north of O'Herns Road to Craighburn Road East) A total of 0.18 hectares from Property 12 valued at \$125,000	\$125,000	\$0	\$125,000	AI	57.88
RO08	O'Herns Road (Scanlon Drive to east edge ADP2). A total area of 1.2 hectares costing \$2,175,000 is required, comprising: 0.25ha from Property 23 valued at \$625,000; 0.20ha from Property 24 valued at \$250,000; 0.26ha from Property 25 valued at \$175,000; 0.20ha from Property 26 valued at \$450,000; 0.20ha from Property 27 valued at \$450,000; and 0.09ha from Property 28 valued at \$225,000.	\$2,175,000	\$0	\$2,175,000	AI	57.88
Sub-Total		\$2,300,000	\$0	\$2,300,000		\$39,737.38
PUBLIC TRANSPORT CORRIDOR						
PT01	Public Transport Corridor	\$216,211	\$0	\$216,211	AI	57.88
Sub-Total		\$216,211	\$0	\$216,211		\$3,735.50
UNENCUMBERED PASSIVE OPEN SPACE - LOCAL						
PO01	Passive Open Space A total area of 6.59 hectares of passive open space valued at \$4,675,000 is required, comprising: 6.67ha from Property 3 valued at \$3,650,000; 1.23ha from Property 6 valued at \$800,000; 0.69ha from Property 21 valued at \$675,000; and 0.09ha from Property 23 valued at \$150,000.	\$4,675,000	\$0	\$4,675,000	AI	57.88
Sub-Total		\$4,675,000	\$0	\$4,675,000		\$80,776.54
UNENCUMBERED ACTIVE OPEN SPACE - LOCAL						
AO04	Active Open Space for Central West Soccer Facility A total of 1.65 hectares is required for this facility from Property 12 valued at \$1,075,000.	\$1,075,000	\$0	\$1,075,000	AI	57.88
Sub-Total		\$1,075,000	\$0	\$1,075,000		\$18,572.91
UNENCUMBERED ACTIVE OPEN SPACE - REGIONAL						
AS08	Epping North Strategic Plan Area Regional Open Space contribution attributable to ADP2 areas.	\$203,480	\$0	\$203,480	AI	57.88
Sub-Total		\$203,480	\$0	\$203,480		\$3,515.72
COMMUNITY FACILITIES						
CR03-002	Construction of community activity centre (south town centre)	\$0	\$500,000	\$500,000	AI	57.88
Sub-Total		\$0	\$500,000	\$500,000		\$8,639.56
OUTDOOR ACTIVE RECREATION						
AR04	Construction of the Central West Soccer Facility - 2 soccer pitches and pavilion.	\$0	\$2,800,000	\$2,800,000	AI	57.88
Sub-Total		\$0	\$2,800,000	\$2,800,000		\$46,375.95
OFFROAD PEDESTRIAN & CYCLE TRAILS						
PC01	Construction of pedestrian/cycle linkages - regional network - B.2 Boroondra	\$0	\$126,141	\$126,141	AI	57.88
PC02	Construction of pedestrian/cycle linkages - local network - 12.26 Boroondra	\$0	\$179,646	\$179,646	AI	57.88
Sub-Total		\$0	\$305,787	\$305,787		\$5,117.87
TOTAL		\$8,489,701	\$3,807,787	\$12,297,488		\$204,664.27

ANNEXURE "A"
Sheet 2 of 2

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

Property	Net Developable Area (Ha)	Roads	Public Transport Corridor	Passive Open Space	Unencumbered Active Open Space		Outdoor Active Recreation	Community Facilities	Off-Road Pedestrian & Cycle Trails	Total	Balance indicates reimbursement and positive cash indicates cash payment required
					Local	Regional					
All	57.88	\$39,737.39	\$1,736.50	\$80,770.56	\$18,572.91	\$3,515.72	\$48,375.95	\$8,638.56	\$5,317.67	\$208,664.27	\$762,296.23
3	18.27	\$726,002.07	\$68,247.67	\$1,475,678.13	\$339,327.06	\$64,232.24	\$883,828.61	\$157,826.54	\$97,153.91	\$3,812,296.23	\$3,050,000.00
6	2.78	\$110,469.94	\$10,384.70	\$224,542.16	\$51,632.69	\$9,775.71	\$134,485.14	\$24,015.20	\$14,783.14	\$580,086.67	-\$219,913.33
11	5.24	\$208,223.91	\$19,871.04	\$423,237.73	\$97,322.05	\$18,422.38	\$253,489.98	\$45,266.07	\$27,864.61	\$1,093,400.78	\$1,093,400.78
12	5.29	\$210,210.78	\$19,760.82	\$427,276.26	\$98,250.59	\$18,598.17	\$255,908.78	\$45,698.00	\$28,130.50	\$1,103,833.99	-\$96,166.01
13	8.1	\$321,872.84	\$30,257.59	\$654,241.53	\$1,075,000.00	\$28,477.35	\$391,845.20	\$69,972.36	\$43,073.16	\$1,690,180.59	\$1,690,180.59
14	1.13	\$44,903.25	\$4,221.12	\$91,270.73	\$20,987.39	\$3,972.77	\$54,664.82	\$9,761.58	\$6,008.97	\$235,790.63	\$235,790.63
17	2.45	\$97,356.60	\$9,151.99	\$197,887.87	\$45,503.63	\$8,613.52	\$118,521.08	\$21,164.46	\$13,028.30	\$511,227.46	\$511,227.46
20	3.32	\$131,928.13	\$12,401.87	\$288,158.26	\$61,662.06	\$11,672.20	\$160,608.15	\$28,680.03	\$17,654.68	\$692,765.38	\$692,765.38
21	3	\$119,212.16	\$11,206.51	\$242,311.68	\$55,718.73	\$10,547.17	\$145,127.85	\$25,915.69	\$15,953.02	\$625,992.61	-\$49,007.19
23	1.27	\$50,466.48	\$4,744.09	\$102,578.61	\$23,587.60	\$4,464.97	\$61,437.46	\$10,970.97	\$6,753.45	\$265,003.62	-\$509,996.38
24	1.29	\$51,261.23	\$4,818.80	\$104,194.02	\$23,959.05	\$4,535.28	\$62,404.98	\$11,143.75	\$6,859.80	\$259,176.91	\$19,176.91
25	1.37	\$54,440.22	\$5,117.64	\$110,655.67	\$25,444.89	\$4,816.54	\$66,275.05	\$11,834.83	\$7,285.21	\$285,870.05	\$110,870.05
26	1.82	\$72,322.05	\$6,798.62	\$147,002.42	\$33,802.70	\$6,398.61	\$88,044.23	\$15,722.18	\$9,678.17	\$379,768.97	-\$70,231.03
27	1.83	\$72,719.42	\$6,835.97	\$147,810.12	\$33,988.42	\$6,433.77	\$88,527.99	\$15,808.57	\$9,731.34	\$381,855.62	-\$68,144.38
28	0.72	\$28,610.92	\$2,689.56	\$58,154.80	\$13,372.49	\$2,531.32	\$34,830.68	\$6,219.77	\$3,828.73	\$190,238.28	-\$74,761.72
TOTAL	57.88	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$4,027,488.00

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

AF663212U
19/02/2008 \$97 173



AF663212U

19/02/2008 \$97 173



Annexure "B"

INFORMATION ONLY

ANNEXURE "B"

SHEET 1 OF 1

Land Budget - TABLE 3

Property Number	Total Area (hectares)	Power Easement	Gas Easement	Encumbered Land (hectares)			Land for inter-urban road widening not required by ADP2	POS Active & Passive Res (Relating Basis)	Transit Corridor	Gross Developable Area (GDA) (GDA Area minus Encumbered Land Area) (hectares)	Unencumbered Public Open Space (hectares)		Net Developable Area (NDA) (GDA Area minus Unencumbered Land Area) (hectares)
				Edges Creek Area	Conservation Area	Land for inter-urban road widening not required by ADP2					Passive Open Space	Active Open Space	
1	59.88	-	-	-	6.29	-	-	0.98	-	52.61	2.12	4.58	45.91
2	38.01	-	-	-	17.84	-	-	-	-	20.17	1.49	-	18.68
3	30.50	-	2.53	-	3.03	-	-	-	-	24.94	6.67	-	18.27
4	36.41	-	3.10	-	10.31	0.04	-	-	-	22.96	3.22	-	19.74
5	11.69	-	-	-	0.24	-	-	-	-	11.45	-	-	11.45
6	4.01	-	-	-	-	-	-	-	-	4.01	1.23	-	2.78
7	36.46	-	-	1.07	-	-	-	-	-	35.39	2.10	4.20	29.09
8	53.05	-	-	4.63	0.33	-	-	-	-	48.13	0.92	-	47.21
9	60.31	-	-	4.59	-	-	-	-	-	43.85	2.10	-	41.45
10	49.45	-	-	2.46	7.64	-	-	-	-	38.85	1.33	-	35.32
11	5.24	-	-	-	-	-	-	-	-	5.24	-	-	5.24
12	8.30	-	-	0.97	-	-	0.19	-	-	7.14	-	1.85	5.29
13	8.10	-	-	-	-	-	-	-	-	8.10	-	-	8.10
14	1.13	-	-	-	-	-	-	-	-	1.13	-	-	1.13
15	44.34	4.80	0.70	-	8.89	0.22	-	-	-	29.63	1.41	3.91	24.51
16	42.39	-	-	0.31	0.35	-	-	0.13	-	35.80	3.37	1.33	30.90
17	2.45	-	-	-	-	-	-	-	-	2.45	-	-	2.45
18	30.30	-	-	-	1.81	-	-	-	-	28.73	2.81	0.94	23.08
19	4.25	4.12	-	-	-	-	-	-	-	0.13	-	-	0.13
20	3.94	0.15	-	0.47	-	-	-	-	-	3.32	-	-	3.32
21	4.08	-	-	0.37	-	-	-	-	-	3.69	0.89	-	3.00
22	14.91	-	-	-	-	1.00	-	-	-	13.91	0.57	-	13.34
23	1.61	-	-	-	-	0.25	-	-	-	1.36	0.09	-	1.27
24	2.10	-	-	0.61	-	0.20	-	-	-	1.29	-	-	1.29
25	2.51	-	-	0.88	-	0.26	-	-	-	1.37	-	-	1.37
26	2.02	-	-	-	-	0.20	-	-	-	1.82	-	-	1.82
27	2.03	-	-	-	-	0.20	-	-	-	1.83	-	-	1.83
28	0.81	-	-	-	-	0.09	-	-	-	0.72	-	-	0.72
29	32.42	4.47	-	-	-	0.80	-	-	-	25.01	0.10	-	24.91
A	2.58	-	0.23	-	-	-	-	-	-	2.35	-	2.28	0.09
B	0.45	-	-	-	-	-	-	-	-	0.45	0.24	-	0.21
C	0.27	-	-	-	-	-	-	-	-	0.27	0.08	-	0.19
Veatings Road	2.35	-	-	-	0.90	-	-	-	-	1.45	0.16	-	1.29
Harvest Home Road	3.47	-	0.07	0.19	-	0.02	-	-	-	3.12	0.47	0.17	2.48
Colliers Road	0.82	0.17	-	-	-	-	-	-	-	0.65	-	-	0.65
TOTAL	592.67	13.81	7.60	21.58	57.43	3.47	-	1.11	8.88	478.79	31.17	19.14	428.48

AF663212U

19/02/2008 \$97

173



AF663212U

19/02/2008 \$97

173



Annexure "C"

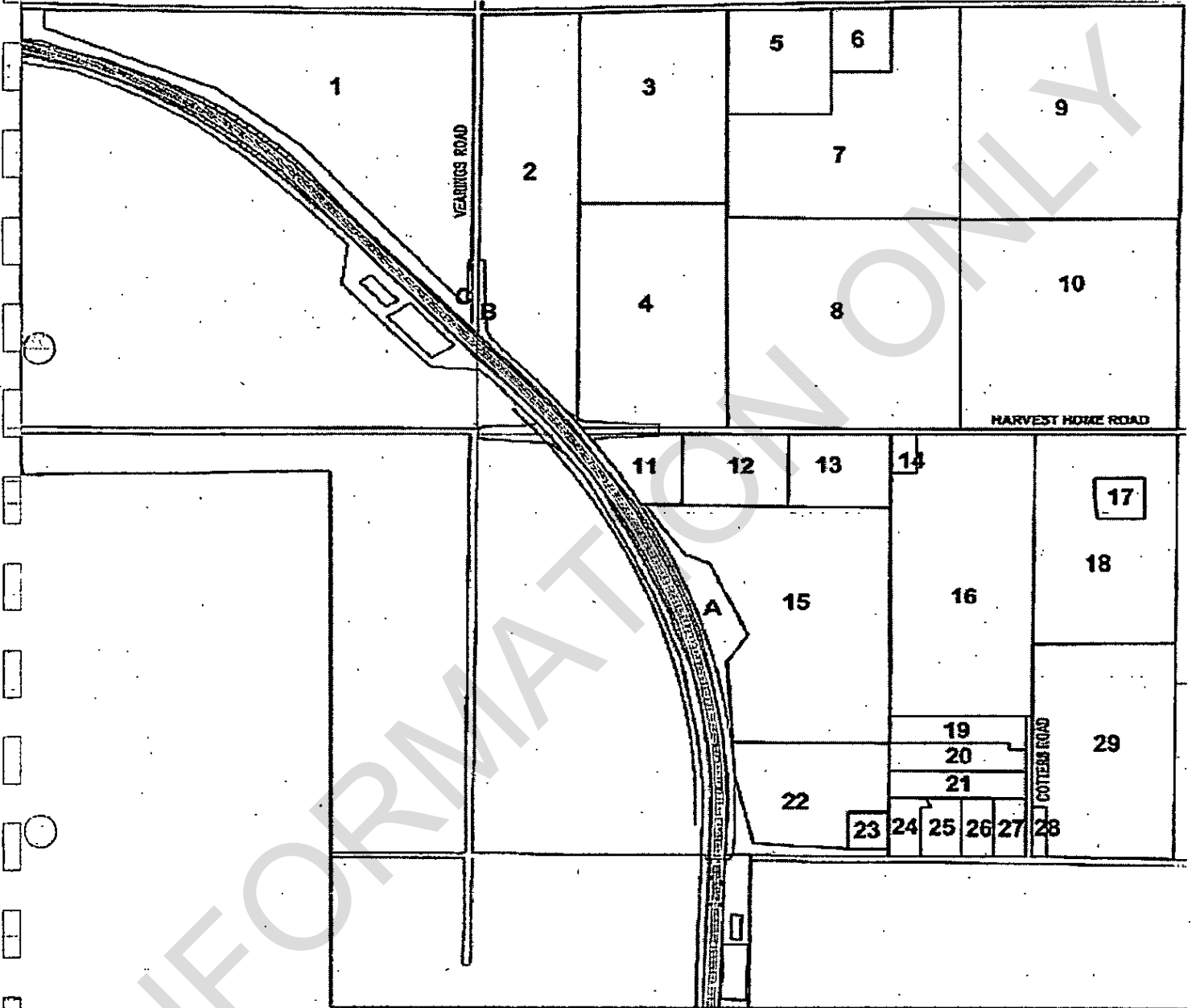
INFORMATION ONLY

Land Holdings

ANNEXURE "C"

SHEET 1 OF 1

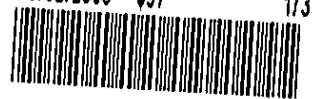
LAND HOLDING PLAN



AF663212U

19/02/2008 \$97

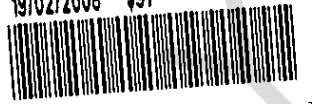
173



Annexure "D"

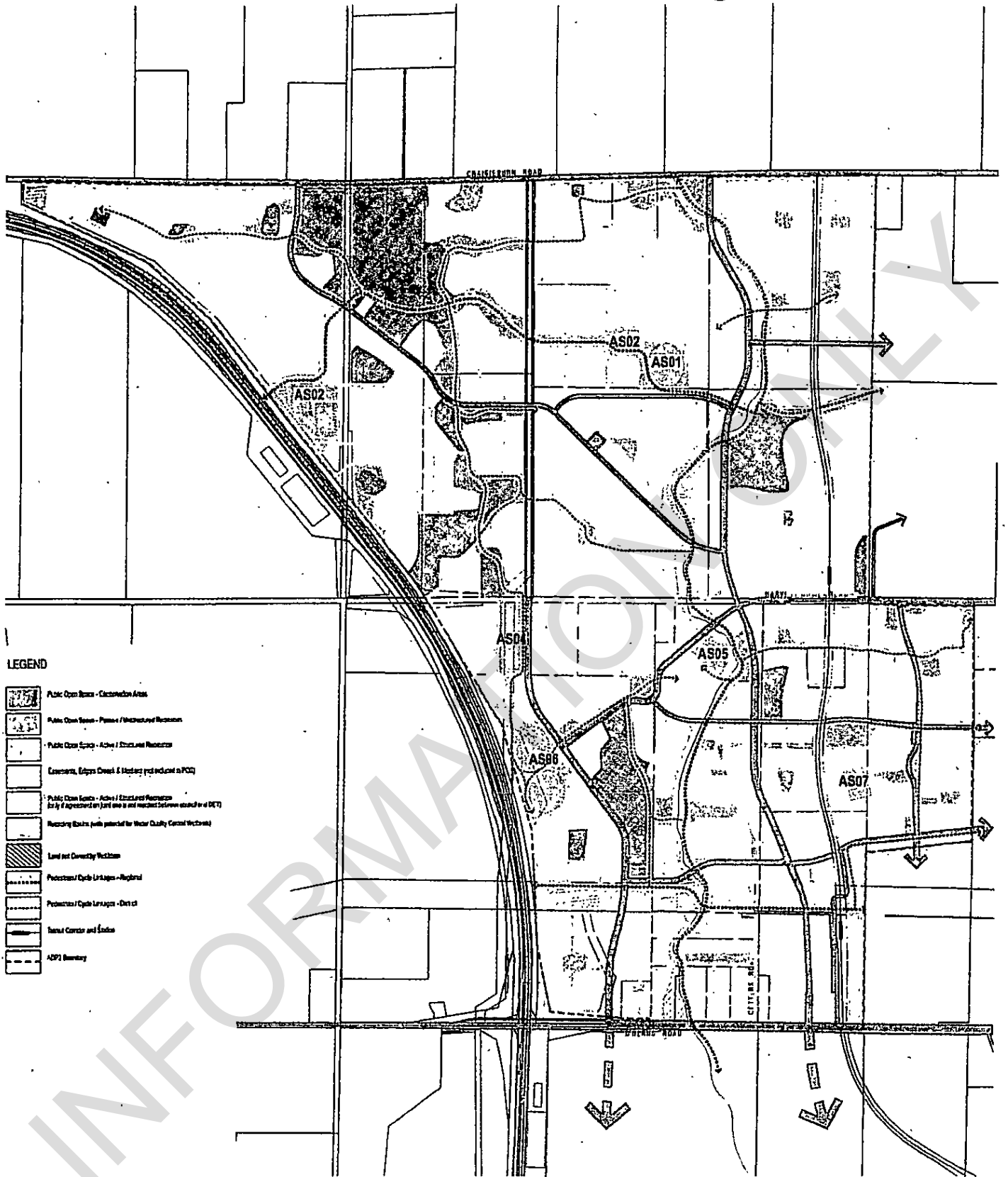
AF663212U

19/02/2008 \$97 173



INFORMATION ONLY

OPEN SPACE PLAN ANNEXURE 'D'



Public Open Space Development Contribution Projects:

AF663212U

19/02/2008 \$97 173



AF663212U

19/02/2008 \$97 173



Schedule 1

Lower Order Infrastructure Items

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1236777

APPLICANT'S NAME & ADDRESS

SCHEMBRI MCCLUSKYS PTY LTD C/- TRICONVEY
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

BRAY, NAOKO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

61286

This certificate is issued for:

LOT 33 PLAN PS631270 ALSO KNOWN AS 15 SEEBER STREET EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE 4
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 23

A detailed definition of the applicable Planning Scheme is available at :
<https://planning-schemes.app.planning.vic.gov.au/whittlesea>

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

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

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

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

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

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

18 March 2026

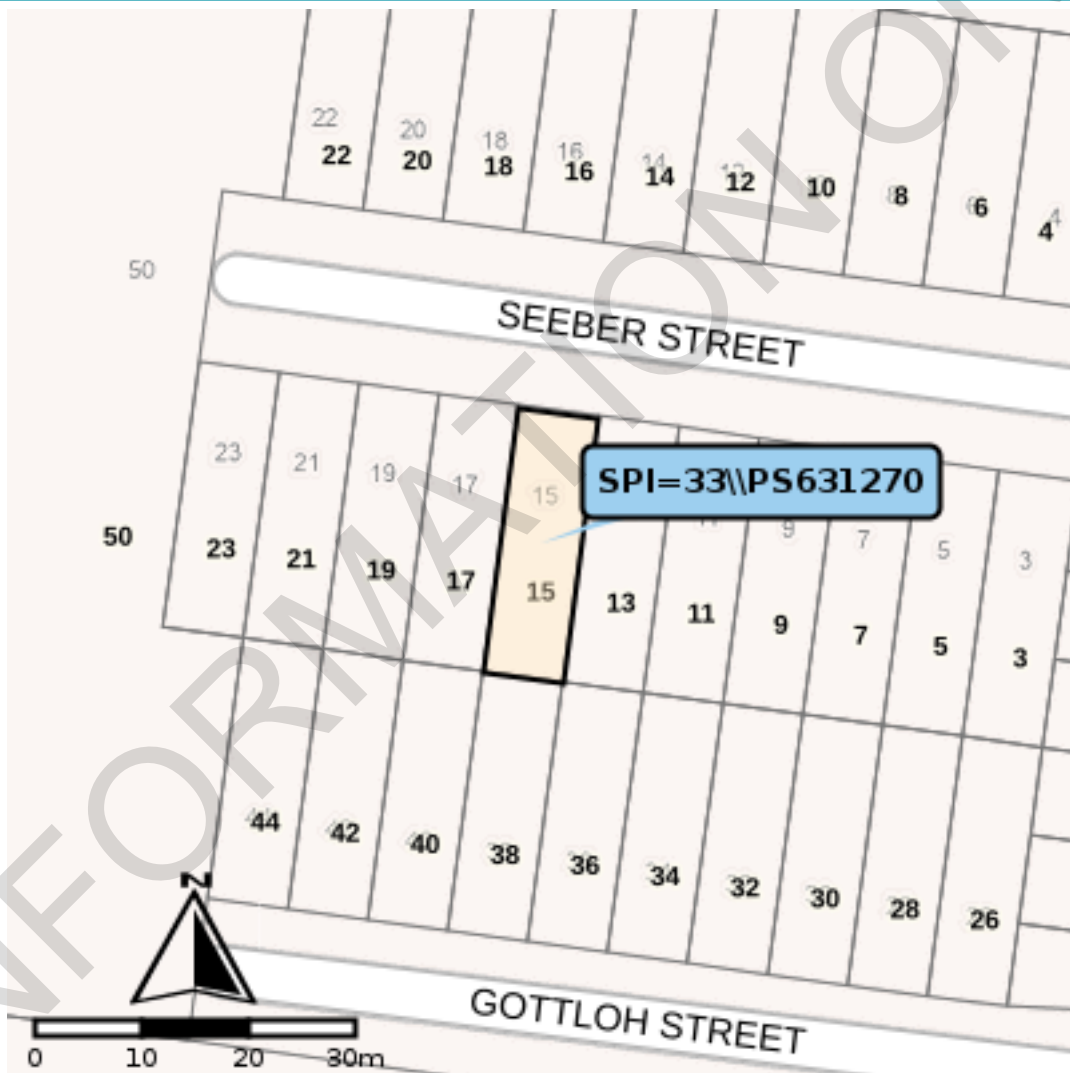
Sonya Kilkeny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

From www.planning.vic.gov.au at 05 February 2026 12:01 PM

PROPERTY DETAILS

Address: **15 SEEBER STREET EPPING 3076**
Lot and Plan Number: **Lot 33 PS631270**
Standard Parcel Identifier (SPI): **33\PS631270**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1037159**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 F6**

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

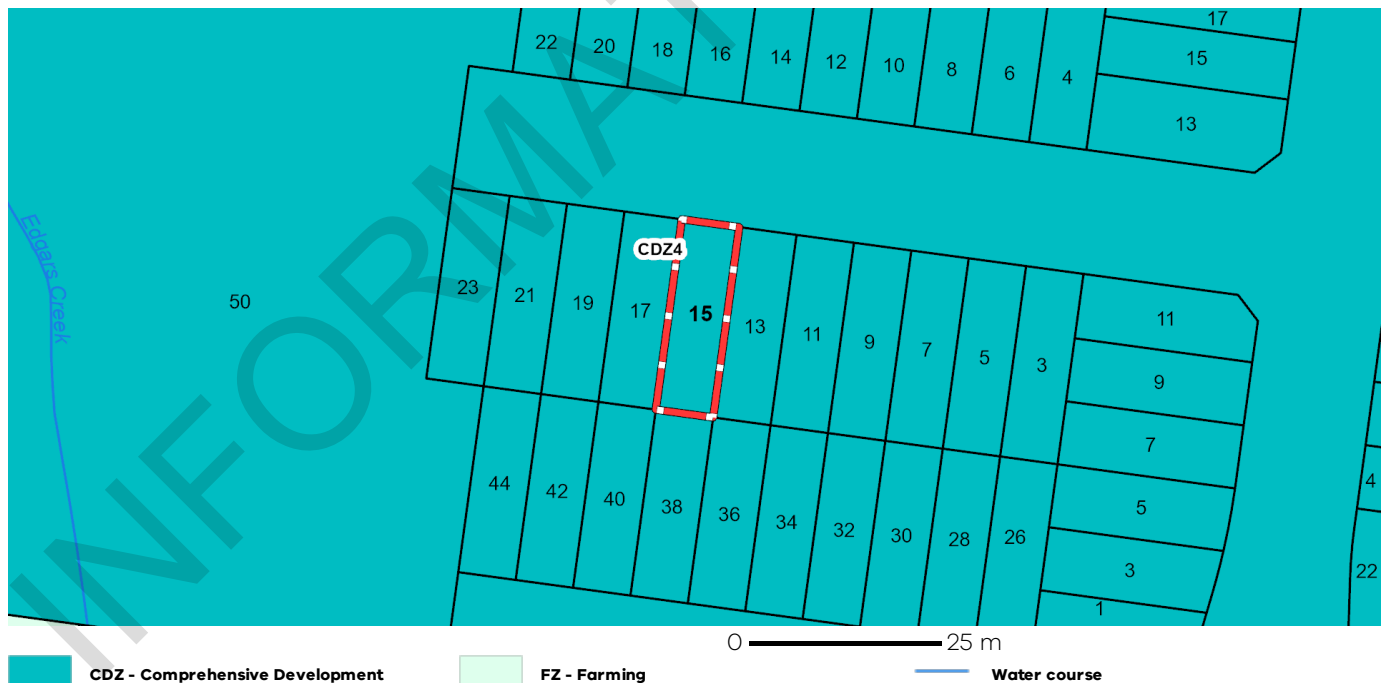
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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

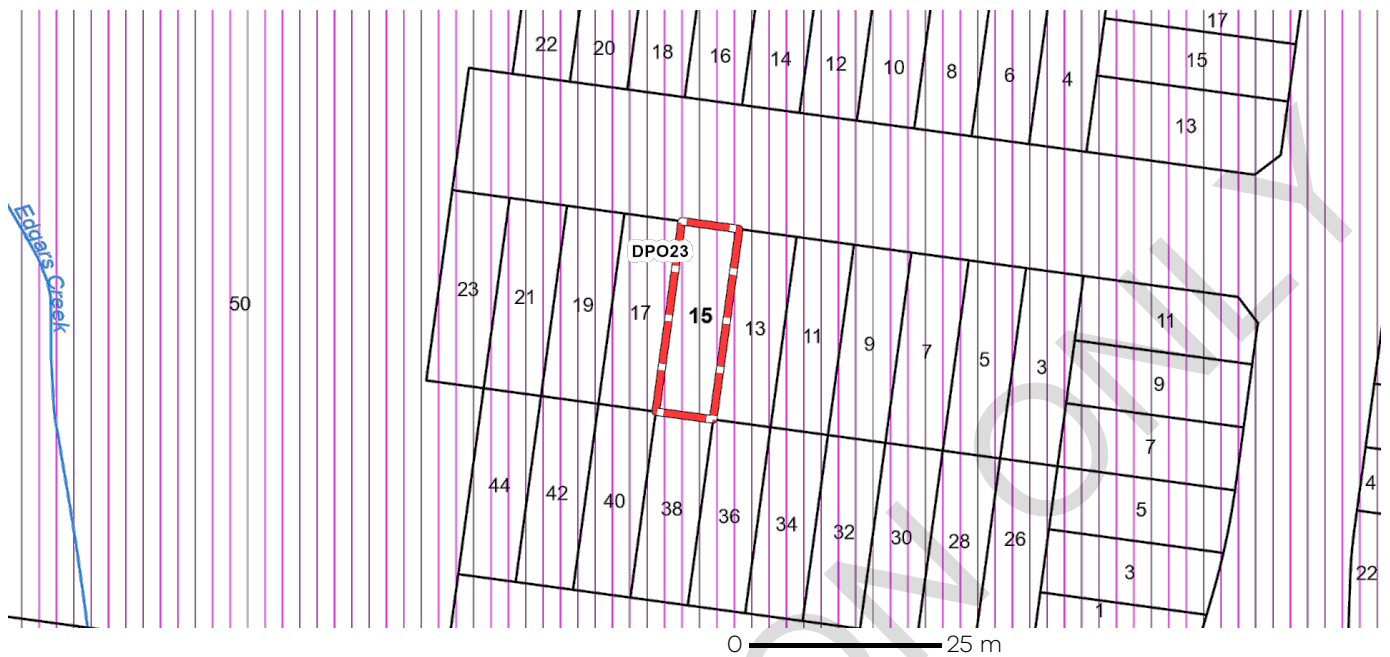


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

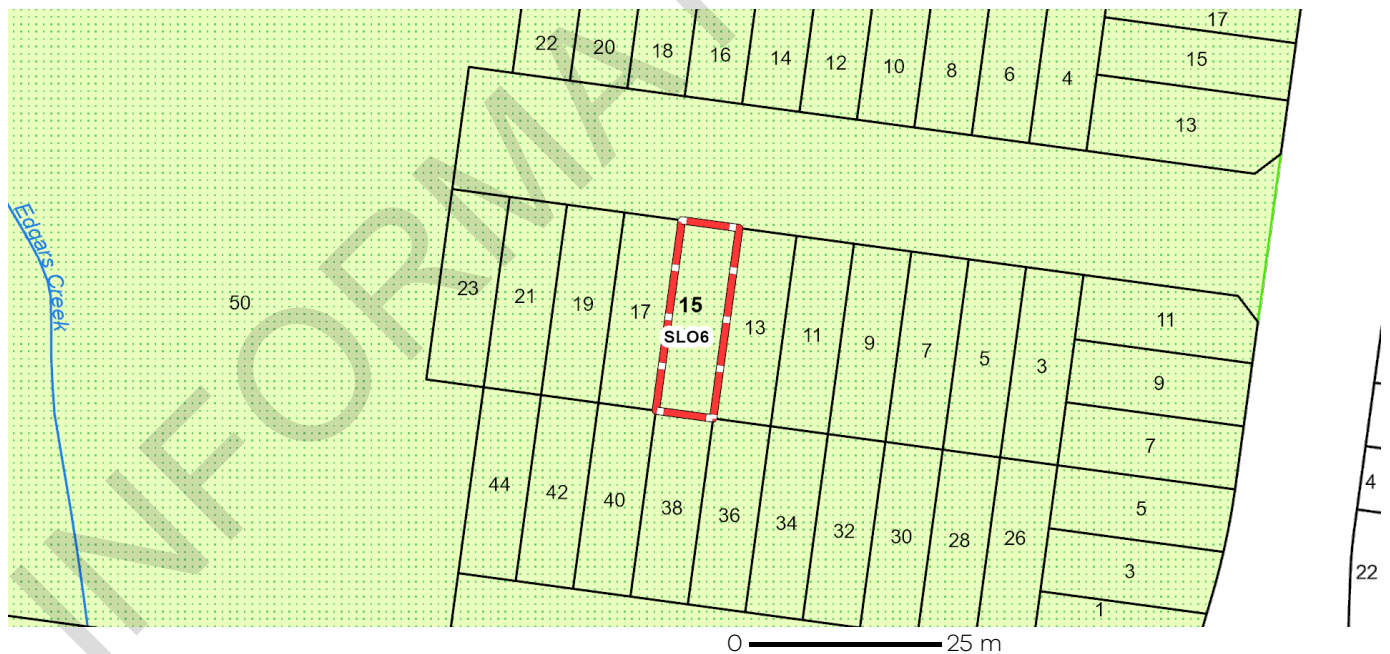
DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 (SLO6)

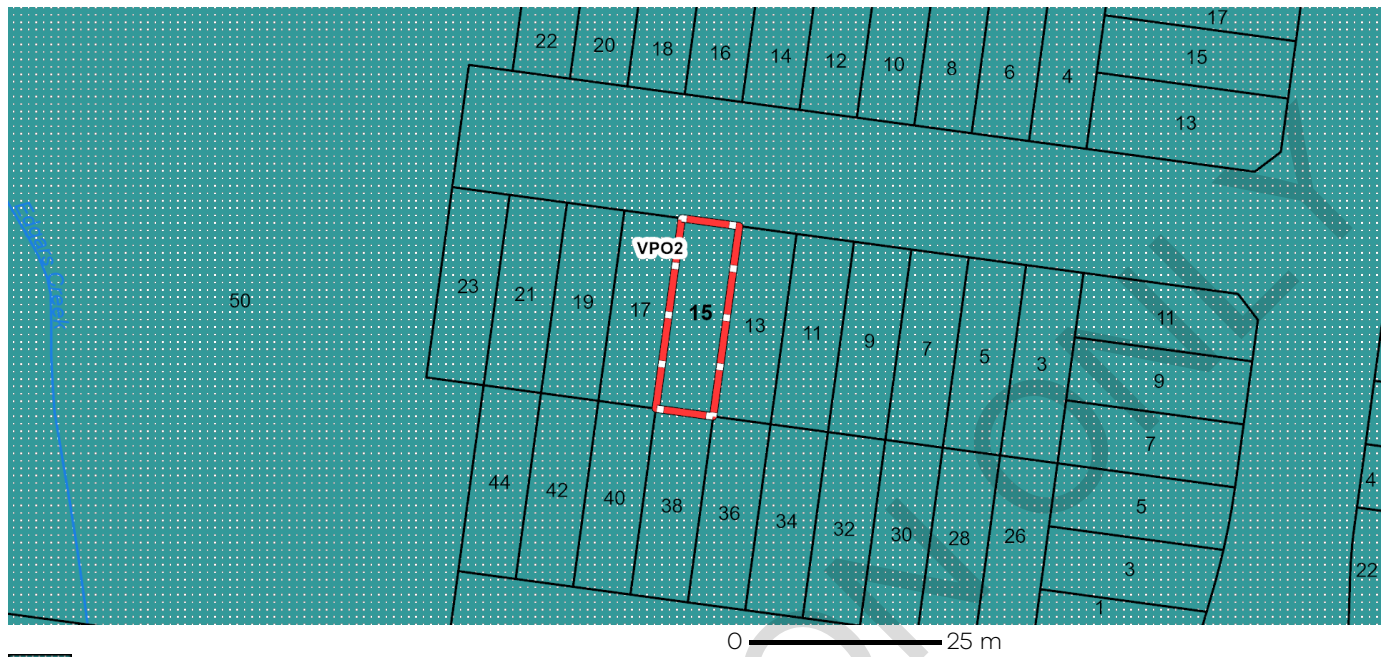


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)

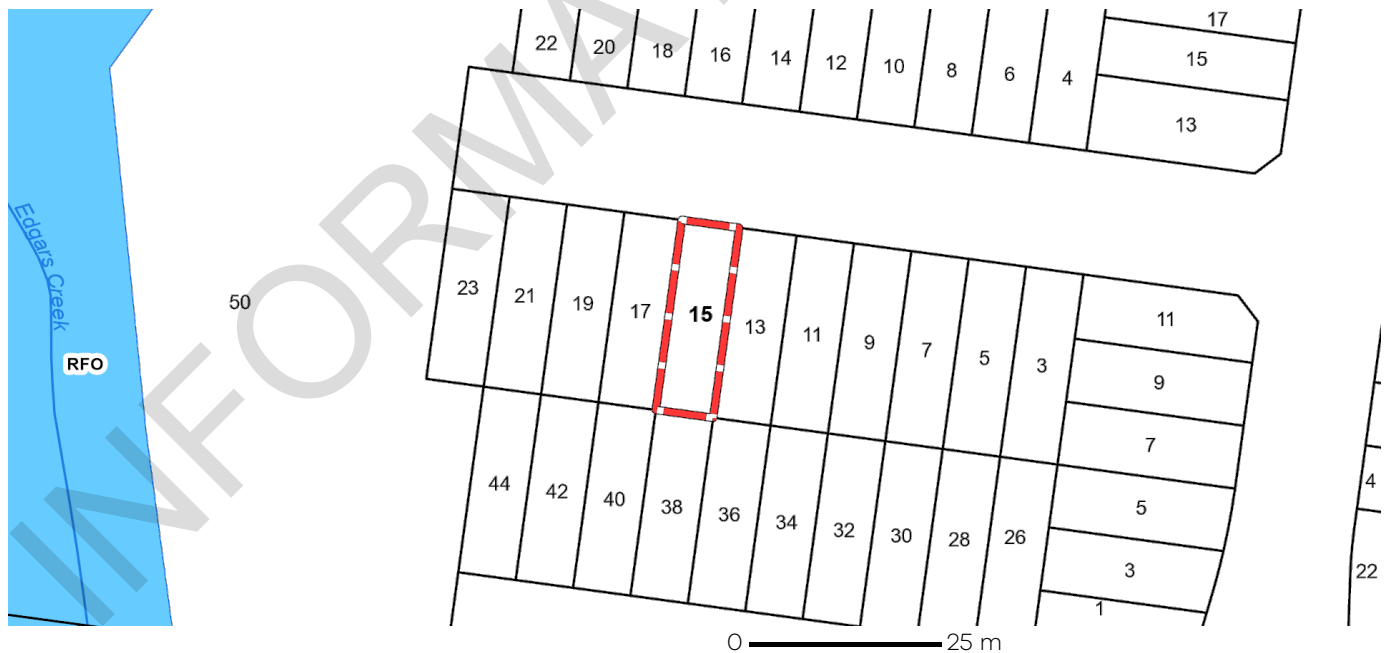


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

RURAL FLOODWAY OVERLAY (RFO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

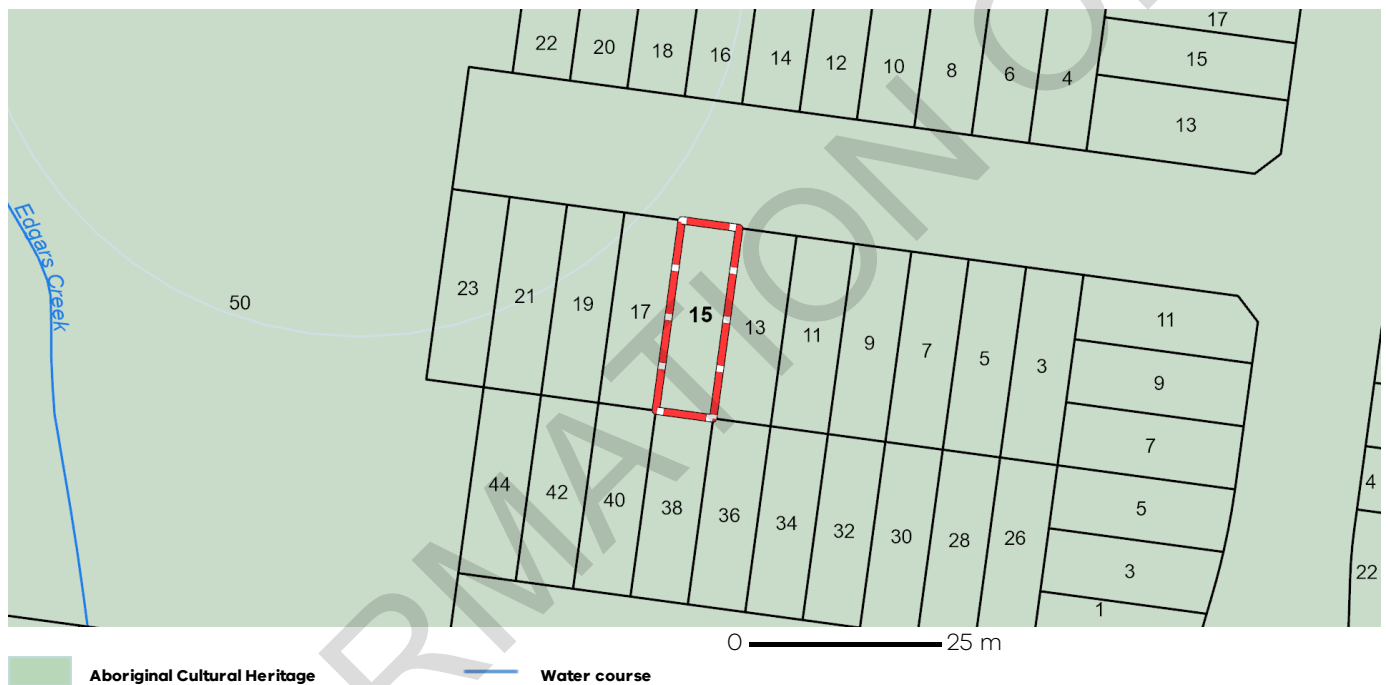
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 23 January 2026.

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/>

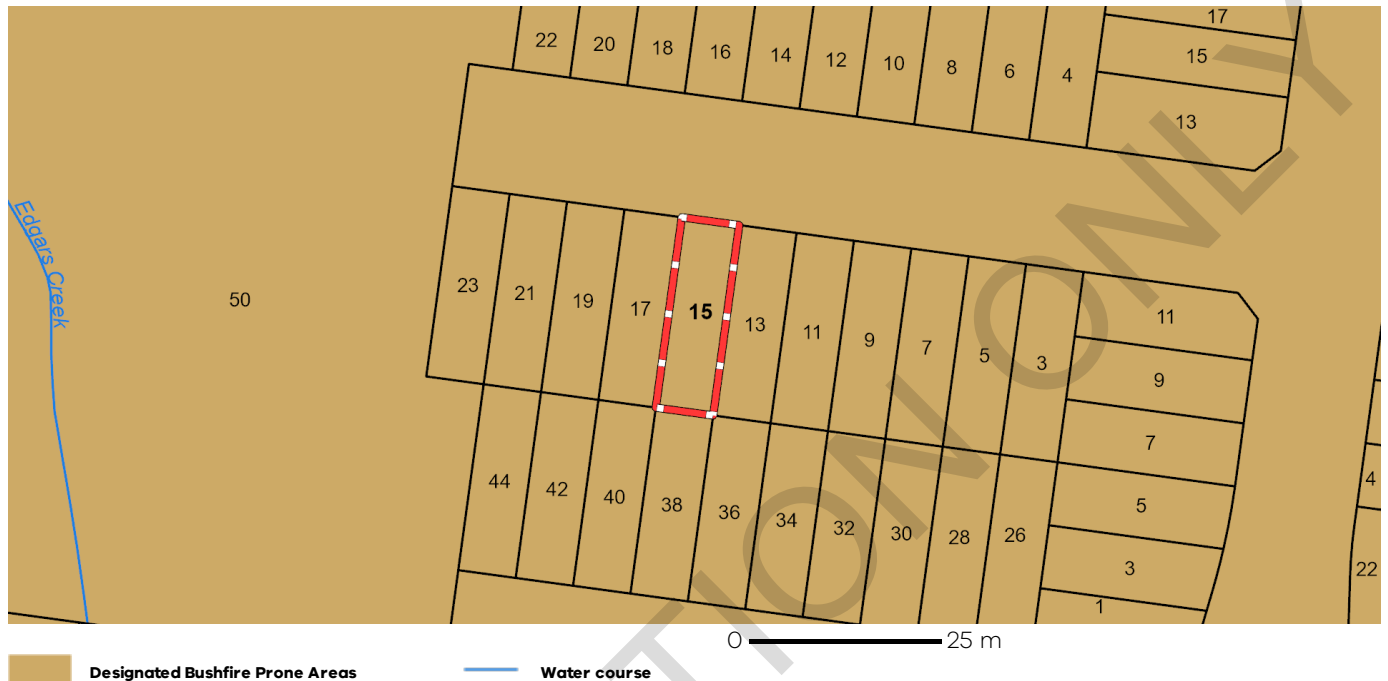
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#)

Created at 05 February 2026 12:01 PM

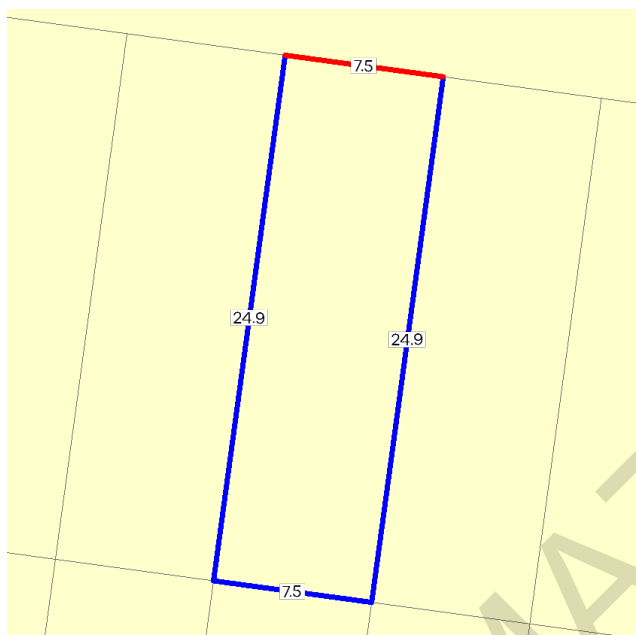
PROPERTY DETAILS

Address: **15 SEEBER STREET EPPING 3076**
Lot and Plan Number: **Lot 33 PS631270**
Standard Parcel Identifier (SPI): **33\PS631270**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1037159**
Directory Reference: **Melway 181 F6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 187 sq. m

Perimeter: 65 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

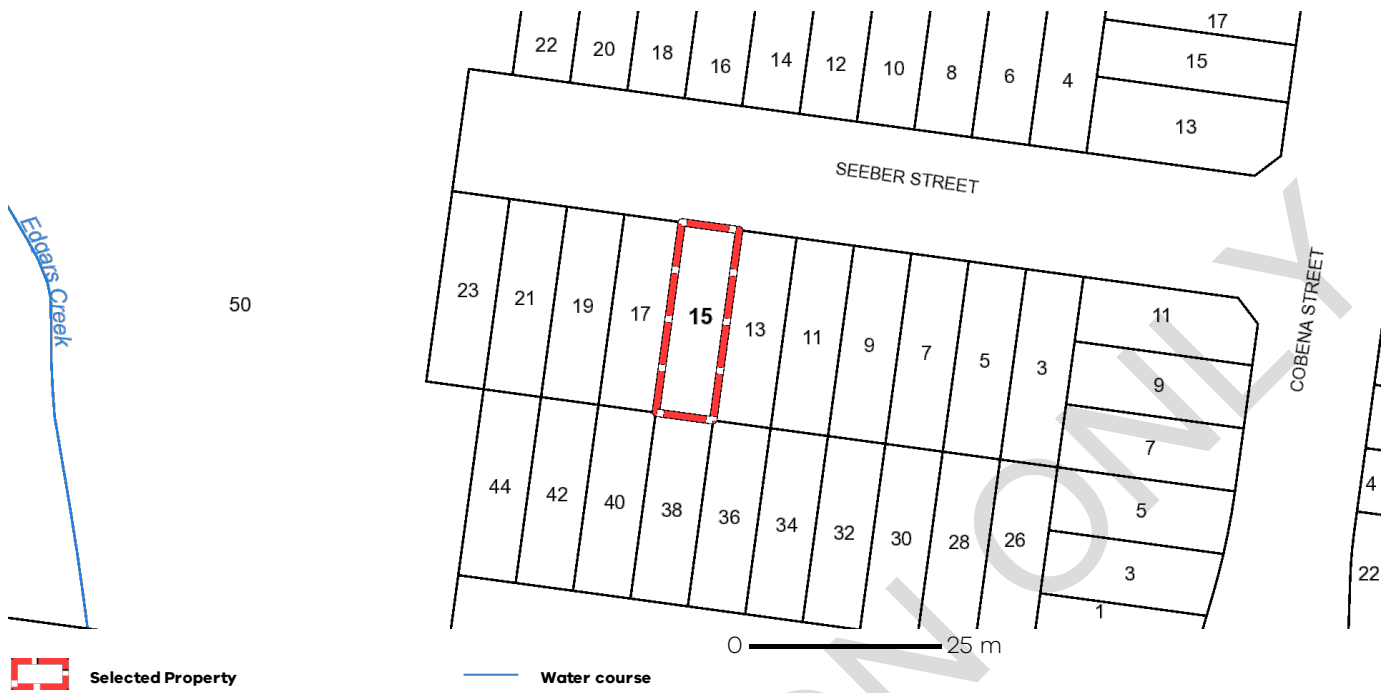
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

Water course

INFORMATION

Date of issue 12/02/2026	Assessment No. 1037159	Certificate No. 181109	Your reference 79600826-017-0
------------------------------------	----------------------------------	----------------------------------	---

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 15 Seeber Street EPPING 3076

Description: LOT: 33 PS: 631270A

AVPCC: 120.4 Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$460,000	\$240,000	\$23,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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	\$1,087.60
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$79.58
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 12/02/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$1,617.83

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,617.83
--	-------------------

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 1037159



Phone 1300 301 185
Ref 1037159



Billers Code 5157
Ref 1037159

10th February 2026

Schembri McCluskys Pty Ltd C/- Triconvey (Reseller)
LANDATA

Dear Schembri McCluskys Pty Ltd C/- Triconvey (Reseller,

RE: Application for Water Information Statement

Property Address:	15 SEEBER STREET EPPING 3076
Applicant	Schembri McCluskys Pty Ltd C/- Triconvey (Reseller) LANDATA
Information Statement	31010215
Conveyancing Account Number	7959580000
Your Reference	61286

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	15 SEEBER STREET EPPING 3076
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	15 SEEBER STREET EPPING 3076
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

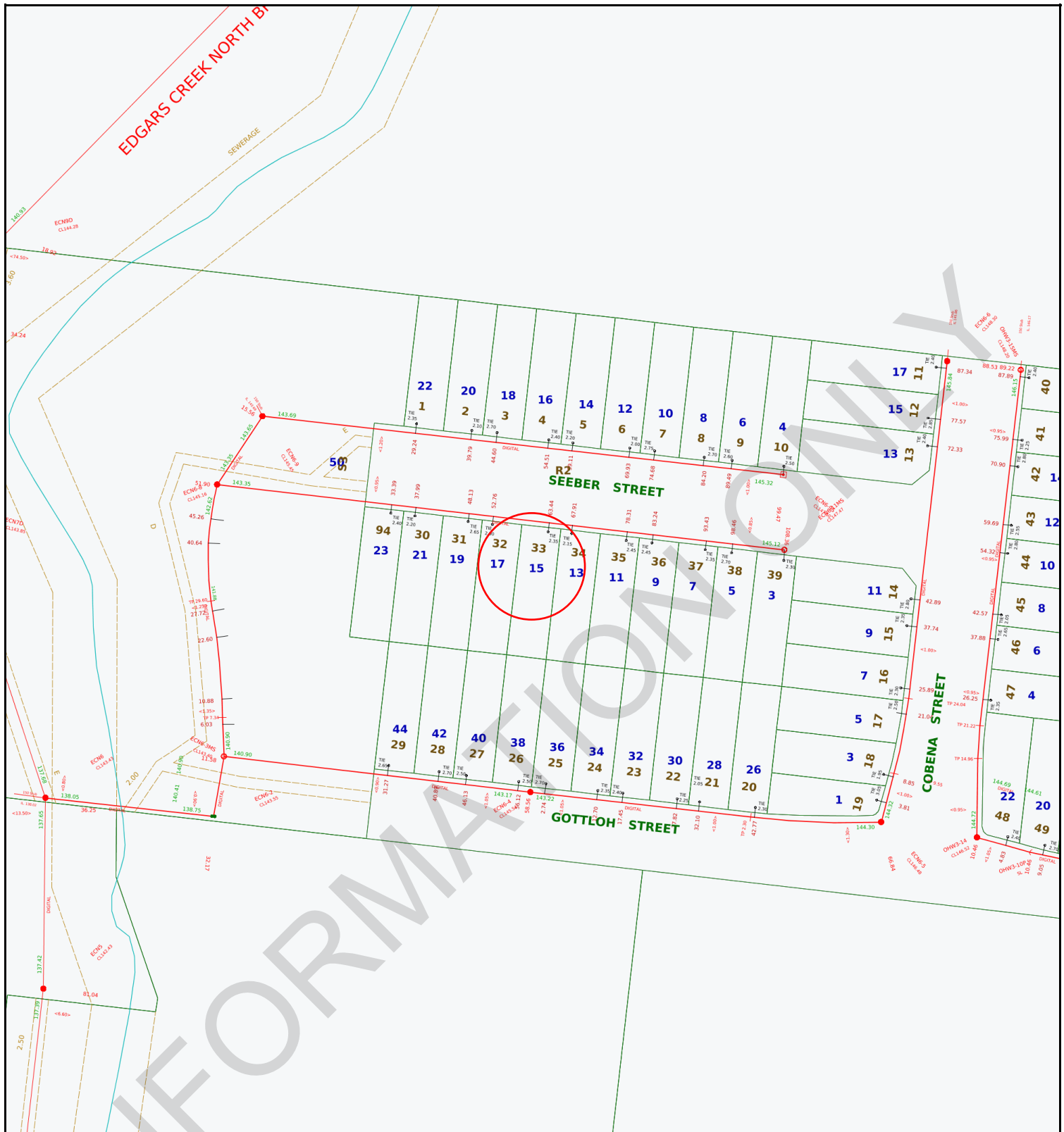
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 31010215**

Address	15 SEEBER STREET EPPING 3076
Date	10/02/2026
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<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;

8th December 2017

Application ID: 303193

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
New Estate Connect-Combo DW & RW (incl meters w/lock)	1
Recycled Water Audit Fee (Includes GST)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1411443

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	

All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply

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

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

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

INFORMATION ONLY

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

- (a) Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.
- (b) Non-Residential
 - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
 - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
 - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
 - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

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

3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
 - (i) an educational site including but not limited to schools and kindergartens;
 - (ii) a site to which the public have access;
 - (iii) a health care centre; or
 - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

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

3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> • Boiler feed water • Process water • Wash-down water • Dust suppression 	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
 - (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
 - (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

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

8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
 - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
 - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
 - (i) 20mm and 25mm meters **are moved for free**
 - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

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

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

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Schembri McCluskys Pty Ltd C/- Triconvey (Reseller)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2925887671
Rate Certificate No: 31010215

Date of Issue: 10/02/2026
Your Ref: 61286

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 SEEBER ST, EPPING VIC 3076	33\PS631270	5177073	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
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			\$193.68



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: 5177073

Address: 15 SEEBER ST, EPPING VIC 3076

Water Information Statement Number: 31010215

HOW TO PAY



Billers Code: 314567
Ref: 29258876711

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref: 79600826-019-4, 79600826-020-0

26 February 2026

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
15 (Lot 33) Seeber Street EPPING**

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

Regulation 51 1 (a)*

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

In the last 10 years no building permits were issued.

Permit issued for related parcel at **25A Cotters Road EPPING** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1501/2017/004811/0	20/12/2017	Dwellings/Garages (11)	30/10/2018
BS-38615/20170261/0	31/01/2017	Retaining Walls	30/06/2017

Regulation 51 1 (b) (c)*

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

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

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

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

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area	No
Termite Prone Area	No
A BAL has been specified in a Planning Scheme	No
Alpine Snowfall Prone Area	No
Designated Land or Works	No
Is an Infrastructure Levy applicable?	No
<i>If Yes –Please check Council's website for current applicable rate and payment methods</i>	

*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 Services on 9217 2259 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.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

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.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

Enquiries: *Building and Planning Administration 9217 2259*
Buildplan@whittlesea.vic.gov.au

Your Ref: 79600826-019-4, 79600826-020-0

26 February 2026

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) and
51 2 (a) (b) (c) (d) (e) PROPERTY INFORMATION
15 (Lot 33) Seeber Street EPPING**

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

Regulation 51 1 (a)*

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

In the last 10 years no building permits were issued.

Permit issued for related parcel at **25A Cotters Road EPPING** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-1501/2017/004811/0	20/12/2017	Dwellings/Garages (11)	30/10/2018
BS-38615/20170261/0	31/01/2017	Retaining Walls	30/06/2017

Regulation 51 1 (b) (c)*

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

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

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

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

Regulation 51 2 (a) (b) (c) (d) (e)**

Flood Prone Area	No
Termite Prone Area	No
A BAL has been specified in a Planning Scheme	No
Alpine Snowfall Prone Area	No
Designated Land or Works	No
Is an Infrastructure Levy applicable?	No
<i>If Yes –Please check Council's website for current applicable rate and payment methods</i>	

*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 Services on 9217 2259 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.

**In accordance with the Building regulations, Council no longer designates "bushfire prone areas". This function is now the responsibility of The Minister for Planning who has declared portions of the Municipality as designated bushfire prone areas. This mapping is available via www.planning.vic.gov.au. The severity of bushfire attack can be determined by a Bushfire Attack Level Assessment (BAL).

Australian Height Datum details relating to any flood areas determined under the Water Act 1989 may be obtained by contacting Melbourne Water on 131722.

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.

NOTE: Point of Discharge Information is provided by the Engineering and Transportation Department, if you would like to check the status of your point of discharge information please email Engineering.Services@whittlesea.vic.gov.au or call 9217 2170.

Yours sincerely

**BUILDING AND PLANNING
CITY OF WHITTLESEA**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Schembri McCluskys Pty Ltd C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 61286

NO PROPOSALS. As at the 10th February 2026, 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®.

15 SEEBER STREET, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 10th February 2026

Property Clearance Certificate

Land Tax



INFOTRACK / SCHEMBRI MCCLUSKYS PTY LTD

Your Reference:	260148
Certificate No:	97637769
Issue Date:	10 FEB 2026
Enquiries:	ESYSPROD

Land Address: 15 SEEBER STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45119333	33	631270	12000	614	\$975.00

Vendor: MARTIN BRAY & NAKO BRAY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR MARTIN WILLIAM BRAY	2026	\$240,000	\$975.00	\$0.00	\$975.00


Comments: 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
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$460,000
SITE VALUE (SV):	\$240,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 97637769

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 = \$240,000

Calculated as \$975 plus (\$240,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,600.00

Taxable Value = \$460,000

Calculated as \$460,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97637769

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: 97637769

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 / SCHEMBRI MCCLUSKYS PTY LTD

Your Reference:	260148
Certificate No:	97637769
Issue Date:	10 FEB 2026
Enquires:	ESYSPROD

Land Address: 15 SEEBER STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45119333	33	631270	12000	614	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.4	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:	\$460,000
SITE VALUE:	\$240,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97637769

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 / SCHEMBRI MCCLUSKYS PTY LTD

Your Reference:	260148
Certificate No:	97637769
Issue Date:	10 FEB 2026

Land Address: 15 SEEBER STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
33	631270	12000	614

Vendor: MARTIN BRAY & NAOKO BRAY

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97637769

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 97637763

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: 97637763

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Harcourts Rata & Co
337-339 Settlement Road,
Thomastown, VIC 3074

P: 03 9465 7766
E: info@rataandco.com.au
ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

15 Seeber Street, EPPING VIC 3076

This agreement is between **Martin William Bray & Naoko Bray**
and **Aykut Bayrak, Yasemin Temelat.**

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2025.
No unauthorised use or copying permitted. All rights reserved.

Powered by iProperty Express

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Wed 05/11/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

15 Seeber Street, EPPING VIC

Postcode 3076

3. Rental provider details

Full name or company name of rental provider

Martin William Bray & Naoko Bray

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

rentals.support3@rataandco.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BILLER CODE: 4481 BPAY REF: 36639516

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes

Rejen Rubianes: rentals.support3@rataandco.com.au

No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes

Aykut Bayrak: xxxxx@xxxxx.com.tr

No

Renter 2 Yes

Yasemin Temelat: xxxxx@xxxxx.com

No

Renter 3 Yes

--

No

Renter 4 Yes

--

No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit <https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms>.

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$330 (inclusive of GST) plus a Renter National Tenancy Database Check of \$33.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$410 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$33 per applicant (inclusive of GST);
- e. Industry Lease Agreement \$8.80;
- f. Electronic Bond Lodgment \$6.60;
- g. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- h. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Martin William Bray**



Signed at Wed, 05/11/2025 09:55 AM

Renter(s)

Renter 1: **Aykut Bayrak**



Signed at Wed, 05/11/2025 09:48 AM

Renter 2: **Yasemin Temelat**



Signed at Wed, 05/11/2025 09:39 AM

AUDIT TRAIL

Aykut Bayrak (Renter)

Wed, 05/11/2025 09:47 AM - Aykut Bayrak clicked 'start' button to view the Residential Rental Agreement

Wed, 05/11/2025 09:48 AM - Aykut Bayrak stamped saved signature the Residential Rental Agreement

Wed, 05/11/2025 09:48 AM - Aykut Bayrak submitted the Residential Rental Agreement

Yasemin Temelat (Renter)

Wed, 05/11/2025 09:36 AM - Yasemin Temelat clicked 'start' button to view the Residential Rental Agreement

Wed, 05/11/2025 09:39 AM - Yasemin Temelat stamped saved signature the Residential Rental Agreement

Wed, 05/11/2025 09:40 AM - Yasemin Temelat submitted the Residential Rental Agreement

Martin William Bray (Rental Provider)

Wed, 05/11/2025 09:53 AM - Martin William Bray clicked 'start' button to view the Residential Rental Agreement

Wed, 05/11/2025 09:55 AM - Martin William Bray stamped saved signature the Residential Rental Agreement

Wed, 05/11/2025 09:55 AM - Martin William Bray submitted the Residential Rental Agreement

AGREEMENT END

INFORMATION ONLY

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.

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.