

CONTRACT OF SALE OF REAL ESTATE

Vendor(s): M & B Shepherd Nominees Pty Ltd (ACN 603 428 575) as Bare Trustee for the Fund Trustee of M & B Shepherd Super Fund

Property: 12 Revelation Road, Epping, VIC 3076

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 12 Revelation Road, Epping, VIC 3076

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

The terms of this contract are contained in the:

Particulars of sale; and

Special conditions, if any; and

General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and

Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962**

as attached and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/... /

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/ /

Print name of person signing: **Bernadette Shepherd and Michael Shepherd**

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata and Co. (Epping)
of 769 High Street, Epping VIC 3076

Tel: (03) 9401 1117 /

Ref:

Email: sold@rataandco.com.au

VENDOR

M & B Shepherd Nominees Pty Ltd (ACN 603 428 575) as Bare Trustee for the Fund Trustee of M & B Shepherd Super Fund

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Property Legal Pty Ltd, Trading as LAF Conveyancing
of 14 St Kilda Road, St Kilda, VIC 3182

Tel: 0485 864 014

Ref: 3755

Email: ken@lafconveyancing.com.au

PURCHASER

Name

Address

ABN/ACN

Email

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name

Address

Email

Ref Tel

LAND (general condition 3 &9)

The Land is described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11552 Folio 702	2	PS728793B

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

12 Revelation Road, Epping, VIC 3076

GOODS SOLD WITH LAND

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

PAYMENT

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

GST (refer to general condition 13)

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

-

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

-

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

-

SETTLEMENT

Is due on

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

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

LEASE

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

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TERMS CONTRACT

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

NOT APPLICABLE

LOAN (refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

SUBJECT TO BUILDING & PEST (refer to Special Condition 28)

This contract does not include 'Building and Pest conditions' unless this box is ticked:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3

2.6

and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted— if the security interest is registered in the Personal Property Securities Register.

7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—

- (a) is not described by serial number in the Personal Property Securities Register; and
- (b) is predominantly used for personal, domestic or household purposes; and
- (c) 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.

7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.

7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 If the purchaser does not provide an advice under general condition 7.8, 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.

7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.

7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. **Builder warranty insurance**

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

9. **General law land**

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

MONEY

10. **Settlement**

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

11. **Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on

an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax

invoice, unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on

the settlement date and any adjustment paid and received as appropriate.

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

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the

price on the resale and any resulting expenses by way of liquidated damages; and

- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

ANNEXURE A - SPECIAL CONDITIONS

1. Definitions

In these Special Conditions:

Act	Means the <i>Sale of Land Act 1962</i> (Vic).
Business Day	means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria and ends at 5:00 p.m. AEST.
Claim	means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not subject of a court order), Loss, charge, damage, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.
Contract	means this contract of sale and includes all enclosures and annexures.
General Conditions	are the general conditions set out in in this Contract.
GST	means tax payable under the GST Law and includes penalty and interest.
GST Law	means the goods and services tax system which is Australian Law under the ' <i>A New Tax System (Goods and Services Tax) Act 1999</i> ' and associated legislation or any amendment or replacement of that Act or legislation.
Guarantee	means a guarantee and indemnity in the form annexed to this Contract as Annexure B.
Land	means the land described in the Particulars of Sale being the land sold pursuant to this Contract.
Law	means any law, rule, Act, ordinance, regulation, by-law, local law, order, statutory instrument, control, restriction, direction, notice or proclamation and includes the requirements of any municipal or statutory body or any permit, planning scheme or approval affecting the Land.
Loss	means any liability, charge, Claim, loss, damage, expense or costs including any legal costs on a solicitor/client basis.
Outgoings	means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees (if any) or insurance premiums or other expenses levied in respect of the Property but excludes any supplementary rates or taxes or other such rates assessed in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.
Property	means the Property described in the Land panel in the Particulars of Sale sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract however they all mean the Property sold pursuant to this Contract. Property includes any fencing, sheds, tanks (if applicable).
Schedule	means a schedule to this Contract.
Vendor	means the person so described in the Particulars of Sale and includes the personal representatives, successors and permitted assigns of the Vendor.

Vendor's Representative means the Vendor's solicitors and selling agents.

2. Interpretation

In this Contract:

- (a) a reference to:
 - (i) any Law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
 - (ii) the singular includes the plural and vice versa;
 - (iii) an individual or person includes a corporation, firm, authority, government authority and vice versa;
 - (iv) any gender includes the other genders;
 - (v) a party to this Contract includes that party's executives, administrators, successors and permitted assigns;
 - (vi) a condition, annexure or Schedule is a reference to a condition, annexure or Schedule of this Contract; and
 - (vii) any specific time is a reference to a time in the Australian Eastern Standard Time (AEST) zone, unless otherwise provided.
- (b) 'Including' and similar expressions are not words of limitation.
- (c) Headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract.
- (d) If the whole of any part or a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- (e) Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.
- (f) The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- (g) In the interpretation of this Contract, no provision of this Contract will be construed adversely against a party solely on the grounds that the party was responsible for the preparation of this Contract or any part of it.
- (h) If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified date.
- (i) If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, valid, void, voidable or unenforceable.
- (j) If it is not possible to read down a provision as required in Special Condition 21 that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

3. General Conditions

- (a) General Conditions 25, 26, 28.3(b) do not apply to this Contract.
- (b) General Condition 12 is amended to include:

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

(c) General Condition 14.2 is amended to include:

(e) includes in the written notice mentioned in paragraph (c), in addition to a letter from the Purchaser's proposed Lender written/printed on the Lender's prescribed letterhead confirming an application for finance for the amount specified in the Particulars of Sale was made by the Purchaser, and subsequently declined, with reasons for declining the loan application provided by the Lender.

4. Acknowledgements

(a) The Purchaser acknowledges, having received from the Vendor or the Vendor's Agent:

- (i) the Vendor's Statement executed by the Vendor; and
- (ii) a copy of this Contract;

that the Purchaser has read and understood those documents (including all attachments);

(b) The Purchaser further acknowledges that:

- (i) no promise with respect to the obtaining of a loan of money to defray some or all of the cost of the price payable by the Purchaser under this Contract has been made by or on behalf of any estate agent representing the Vendor;
- (ii) no information, representation, comment, opinion or warranty by the Vendor or its agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied;
- (iii) prior to signing this Contract, the Purchaser has satisfied itself by physical examination and inspection as to the state of repair, condition, fitness for purpose, quality, quantity, area, dimensions, location and titles of the Property and each and every part thereof;
- (iv) any buildings or other improvements erected on the Property are in accordance with all relevant law,

and the Purchaser shall not make any requisition or objection, Claim for compensation or refuse or delay settlement and/or payment of the purchase price for any matters contained in this Special Condition.

5. Amendment to General Conditions

The Purchaser and the Vendor agree that if there is:

- (a) any inconsistency between the provisions of the General Conditions and Special Conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the Special Conditions will prevail and have priority; and
- (b) any inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other Special Conditions will prevail and have priority over this Special Condition.

6. Electronic Signature

- (a) In this special 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.
- (b) The parties consent to this Contract being signed by or on behalf of a party by an electronic signature.

- (c) 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.
- (d) This Contract may be electronically signed any number of counterparts which together will constitute the one document.
- (e) 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.
- (f) 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.

7. Identity of Land

- (a) The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical with that described in the title particulars.
- (b) The Purchaser admits that any structure, fence or similar is located on or inside the boundary of the Land.
- (c) 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 bear all or any part of the cost of doing so.

8. Encumbrances

The Purchaser:

- (a) buys the Property subject to any applicable Law including, without limitation, the requirement of any planning scheme;
- (b) admits that the Property is sold subject to the provisions of the Act; and
- (c) buys the Property subject to all easements and encumbrances affecting the Land including those disclosed in the Schedule of this Contract or in the Vendor's Statement and or created or implied by the Act.

9. Condition of Property, Services and Utilities

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Property entirely as a result of the Purchaser's own inspections, enquiries and due diligence in connection with the Property including any building works, fencing, tanks, sheds (if applicable) and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor(s) agents, or representatives in entering this Contract. No warranty or representation (whether express or implied) is given by the Vendor (or anyone on the Vendor's behalf) about:
 - (i) the nature, condition, quality or state of repair of the Property;
 - (ii) defects (latent or patent), dilapidation or infestation of the property, (including without limitation its environmental condition);
 - (iii) fitness of the property for any purpose; and
 - (iv) any use permitted by law or any development to which the property may be put;
- (b) the Land is sold subject to all statutory planning controls, zoning and planning restrictions and all restrictions on the use of the Land thereby imposed by all competent authorities. Any restriction on the use of the Land sold under any town planning Act or Scheme or imposed by any authority empowered by legislation to control the use of the Land will not, and will not be deemed to, constitute a defect in the Vendors' title or affect the validity of this Contract;

- (c) any improvements on and in connection with the Land and Property including fencing, tanks, sheds (if applicable) may be subject to, or require compliance with, any Laws and any failure to comply with any Laws will not, and will not be deemed to, constitute a defect in the Vendor's title or affect the validity of this Contract;
- (d) the Purchaser shall not make any requisition, or objection, or refuse or delay payment of the contract price, or Claim compensation in respect of any matter in connection with Special Condition 9.

10. Purchaser's Warranty

The Purchaser warrants to the Vendor that:

- (a) the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
- (b) the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced; and
- (c) the Purchaser's obligations under this Contract are valid and binding and are enforceable against the Purchaser in accordance with their terms.

11. Stamp duty – More Than One Person

- (a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this Contract correctly records as at the day of sale, the proportions in which they are buying the Property ("the proportions"):

Name.....%

Name.....%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- (c) The Purchaser(s) shall fully indemnify the Vendor, the Vendor's Representatives or representative against any Claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in this Contract or any other matter whatsoever.
- (d) This Special Condition shall not merge on completion of this Contract.

12. Nomination

If this Contract states that the Property is sold to a named Purchaser "and/or nominee" or words to similar effect, the named Purchaser shall only have the right for a period of not less than 14 days before the settlement date to nominate a substitute or additional Purchaser ("the Nominee"), and:

- (a) any nomination must be in writing;
- (b) the named Purchaser and the Nominee must execute all other documents required by the Vendor's Representative with respect to the nomination;
- (c) the Nominee and any of its guarantors, shareholders and trustees (as applicable) shall remain personally liable for the due performance of the Purchaser's obligations under this Contract;
- (d) the Purchaser and the Nominee and any of its guarantors, shareholders and trustees (as applicable) are jointly and severally liable for the performance of the Purchaser's obligations under this Contract and payment of any expense resulting from the nomination; and
- (e) the Nominee is deemed to have accepted title to the Property.

General Condition 18 does not apply to this Contract.

13. Indemnity and Guarantee

If a Purchaser or its Nominee is a corporation (other than a corporation listed on a recognised stock exchange) then each person who signs on behalf of that corporation:

- (a) shall be personally liable for the due performance of that Purchaser's obligations under this Contract to the same extent as if that person had signed as a Purchaser; and
- (b) shall procure the execution by all directors and principal shareholders of that corporation of a Guarantee in the form marked "Annexure B" annexed to this Contract.

The Guarantee duly executed and stamped shall be delivered to the Vendor's solicitor within fourteen (14) days of the day of sale. Where the Purchaser fails to so deliver the Guarantee executed by all persons contemplated by this Special Condition, then the Purchaser is deemed to be in default under this Contract and the Vendor shall be entitled to exercise all the rights of a Vendor arising from default under this Contract.

14. FIRB

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board or any other relevant Authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract;
- (c) In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keep indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as a result of the Vendor having relied on this warranty at the time of entering into this Contract;
- (d) if this Contract is ended as a result of the Purchaser's breach of Special Condition, or Special Condition 14(b), the Purchaser forfeits the deposit to the Vendor as its absolute property.

15. Outgoings

The parties acknowledge and agree that all periodic Outgoings payable by the Vendor in respect of the Property include, without limitation, rates, land tax assessments and other Outgoings in respect of the Property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

The Purchaser must prepare and deliver a Statement of Adjustments of the Outgoings, together with current certificates issued by the relevant authority/ies supporting the proposed adjustments to the Vendor's Representative no later than five (5) Business Days prior to the due date for Settlement, failure to provide the Statement of Adjustments and supporting certificates within this timeframe will be considered as a default by the purchaser and a penalty of \$90 plus GST will be payable by the Purchaser by way of adjustment. The supporting certificates must not be dated more than 90 days prior to the scheduled Settlement date, if supporting certificates are not provided, the Purchaser authorises the Vendors Solicitor to order the required certificates at the Purchasers expense. If Settlement does not occur on the date set out in the adjustments, the Purchaser will be required to readjust and deliver the Adjustments to the Vendor's Representatives with changes to the amounts. The Vendor is not obliged to settle until 2 business days following the Statement of Adjustments and supporting certificates being provided by the Purchaser.

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;
- (b) the Purchaser is liable for the periodic Outgoings and entitled to the rent and other income from the day after settlement;
- (c) any personal statutory benefit available to the Purchaser is disregarded in calculating apportionment; and
- (d) all Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor.

16. Default Expenses

- (a) If the Purchaser defaults in complying with any of its obligations as set out in this Contract, the Purchaser must pay in addition to any other moneys payable to the Vendor, any legal costs on a solicitor own client basis incurred by the Vendor as a result of any such default by the Purchaser.
- (b) The Purchaser must pay the Vendor all costs, Loss and expenses incurred by the Vendor due to any breach of this Contract by the Purchaser.
- (c) The Purchaser agrees that Loss which the Vendor may suffer due to the Purchaser's breach of this Contract may include, without limitation,
 - (i) interest payable by the Vendor in relation to the loans secured on the Property for the period from the date that the balance is payable under this Contract to the date the balance is paid;
 - (ii) interest incurred on bridging finance (if required) obtained by the Vendor for the same period to cover the Vendor's intended use of the price and the costs of that bridging finance;
 - (iii) if the Vendor is usually accommodated in the Land, accommodation costs incurred by the Vendor and the cost of storing the Vendor's Property usually kept in the Land;
 - (iv) legal costs and expenses as between the Vendor and the Vendor's Representative incurred by the Vendor as a result of such breach / default;
 - (v) a fee for rescheduling settlement either on the day of settlement or on a day subsequent agreed at \$110.00 (inclusive of GST) for each occasion that settlement is rescheduled; and
 - (vi) penalties payable by the Vendor to any third party (including penalty interest) through any delay in completion of any purchase by the Vendor.

The Purchaser agrees that such Loss is/are reasonably foreseeable resulting directly from the Purchaser's default / breach.

- (d) If the Purchaser fails to pay any amount due by the due date for payment, the Purchaser will be required to pay interest on all funds outstanding at a rate being 4% higher than the rate fixed by section 2 of the *Penalty Interest Rate Act 1993* (VIC).

17. Whole Agreement

All covenants, provisions, terms and agreements contained in this Contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms will be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other or their agent or representative on or before the execution of this Contract and the existence of such implication or collateral or other agreement is hereby expressly negated.

18. Notices

- (a) Notices and/or documents served under this Contract may be given or received by any party by being served / delivered on the respective parties' solicitor / conveyancer, and must be:
- (i) in writing;
 - (ii) transmitted by email; or
 - (iii) hand delivered to the respective parties' solicitor / conveyancer; or
 - (iv) express posted to the respective parties' solicitor / conveyancer's registered place of practice or address otherwise stated in the Particulars of Sale; or
 - (v) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
- (b) Receipt
- Any notice given in accordance with this Special Condition 20, is be deemed to have been received:
- (i) If posted, on the 3rd Business Day after posting unless proved otherwise;
 - (ii) If transmitted by email, on transmission, unless such transmission occurs after 5:00 p.m. on any Business Day or non-Business Day, in such event, receipt will be deemed to be 9:00 a.m. on the next Business Day.
 - (iii) If hand delivered, at the time of such delivery.

19. Severability

If any part of this Contract is or becomes void or unenforceable or is illegal, then that part shall, if possible, be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible, the provisions of any Act (Federal or State present or future) shall not apply to this Contract so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise detrimentally affect any rights, remedies or powers of the Vendor.

20. Reading Down

The conditions of this Contract shall be so construed as not to infringe the provisions of any Act whether State or Federal but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the infringing condition cannot be so read down, it shall be deemed to be void and severable and the remaining of this Contract shall have full force and effect.

21. Contra Proferentem

In interpreting this Contract, no rules of construction shall apply to the disadvantage of the Vendor on the basis that the Vendor prepared the Contract or any part thereof.

22. Vendor's Successors in Title

In the event the Vendor dies before the settlement date of this Contract, the Purchaser agrees the settlement date is postponed until 10 Business Days after a Grant of Probate or Letters of Administration by the relevant court of competent jurisdiction, or, lodgment and completion of a Survivorship Application. For the avoidance of doubt, the death of the Vendor prior to settlement will not be deemed to be a default of this Contract. The Purchaser shall not make any requisition, objection, or Claim, for compensation or refuse or delay settlement and/or payment of the purchase price for any matters contained in this Special Condition.

23. Auction Provisions

If the Property is offered for sale by public auction, it is subject to the Vendor's reserve price. The Rules for the conduct of the auction will be as set out in Schedule 1 of the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which modify or replace those rules. Refer to Schedule 1.

24. Foreign Resident Capital Gains Withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.8 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)*.

15A.9 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST Withholding

[Note: This Special Condition only applies if the Property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the Purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the Vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the Vendor's entitlement to the contract *consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 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.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

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

15B.7 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the Vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the Purchaser gives the bank cheque in accordance with this general condition 15B.7, the Vendor must:

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

15B.8 The Vendor must provide the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 7 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 3 Business Days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The Vendor warrants that:

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

15B.11 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the Vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the Purchaser's reasonable belief that the Property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

15B.12 This general condition will not merge on settlement.

26. Deposit Payment Method

The parties agree that payment of the deposit amount specified in the Particulars of Sale of this Contract must only be made or tendered by the Purchaser(s) in cash or by electronically transferring the payment in the form of cleared funds or, if the parties agree, by cheque drawn on an authorised deposit-taking institution. The parties further agree that payment by means of deposit bond(s) and/or bank guarantee(s) are not acceptable forms of payment of the deposit and will be treated as the Purchaser(s)' default.

27. Christmas Closure Period

- (a) If Settlement has not occurred on or before 21 December of any given calendar year that Settlement is set to occur, then both parties agree that Settlement will be set on 04 January of the following calendar year.
- (b) Neither party may issue a Default Notice between 21 December of 04 January of the following calendar year, and neither party can make requisitions or claims against the other in respect of any matter referred to in this Special Condition 27.

28. Sale Subject to Building and Pest Inspection

- 28.1 This Contract is subject to the Purchaser/s (at their expense and by a registered building practitioner or architect of their choice) obtaining a written building inspection report showing no major structural defects within seven days of the Purchaser/s signing the Contract of Sale. Should the report show a major structural defect, the Purchaser/s may end this Contract, but only if the Purchaser/s serves written notice on the Vendor/s together with a copy of the report within seven days of the Purchaser/s signing this Contract.
- 28.2 This Contract is subject to the Purchaser/s (at their expense and by a licensed pest control operator of their choice) obtaining a written pest inspection report showing no current or recent termite activity within seven days of the Purchaser/s signing the Contract of Sale. Should the report show current or recent termite activity, the Purchaser/s may end this Contract, but only if the Purchaser/s serves written notice on the Vendor/s together with a copy of the report within seven days of the Purchaser/s signing this Contract.
- 28.3 Special Condition 28 only applies to this Contract if the relevant box is ticked in the Particulars of Sale.

Auction Rules

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.

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules Sch. 5

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

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the

property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than:
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.
- Substantial penalties apply to any person who does any of the things in this list.

Who made the bid? Sch. 5

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

LAF Conveyancing
14 St Kilda Rd, St Kilda VIC 3182
1300 09 09 36
www.lafconveyancing.com.au

VENDOR STATEMENT

Vendor(s): M & B Shepherd Nominees Pty Ltd (ACN 603 428 575) as
Bare Trustee for the Fund Trustee of M & B Shepherd
Super Fund

Property: 12 Revelation Road, Epping, VIC 3076

Vendor Statement

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

Date of this Statement: / /

M & B Shepherd Nominees Pty Ltd (ACN 603 428 575) as Bare Trustee for the Fund Trustee of M & B Shepherd Super Fund

Name(s) of Vendor(s)


Signed by: Bernadette Maree Shepherd
Date & Time: 18 Sep, 2023 09:18:17 AEST


Signed by: Michael Tracy Shepherd
Date & Time: 19 Sep, 2023 17:17:08 AEST

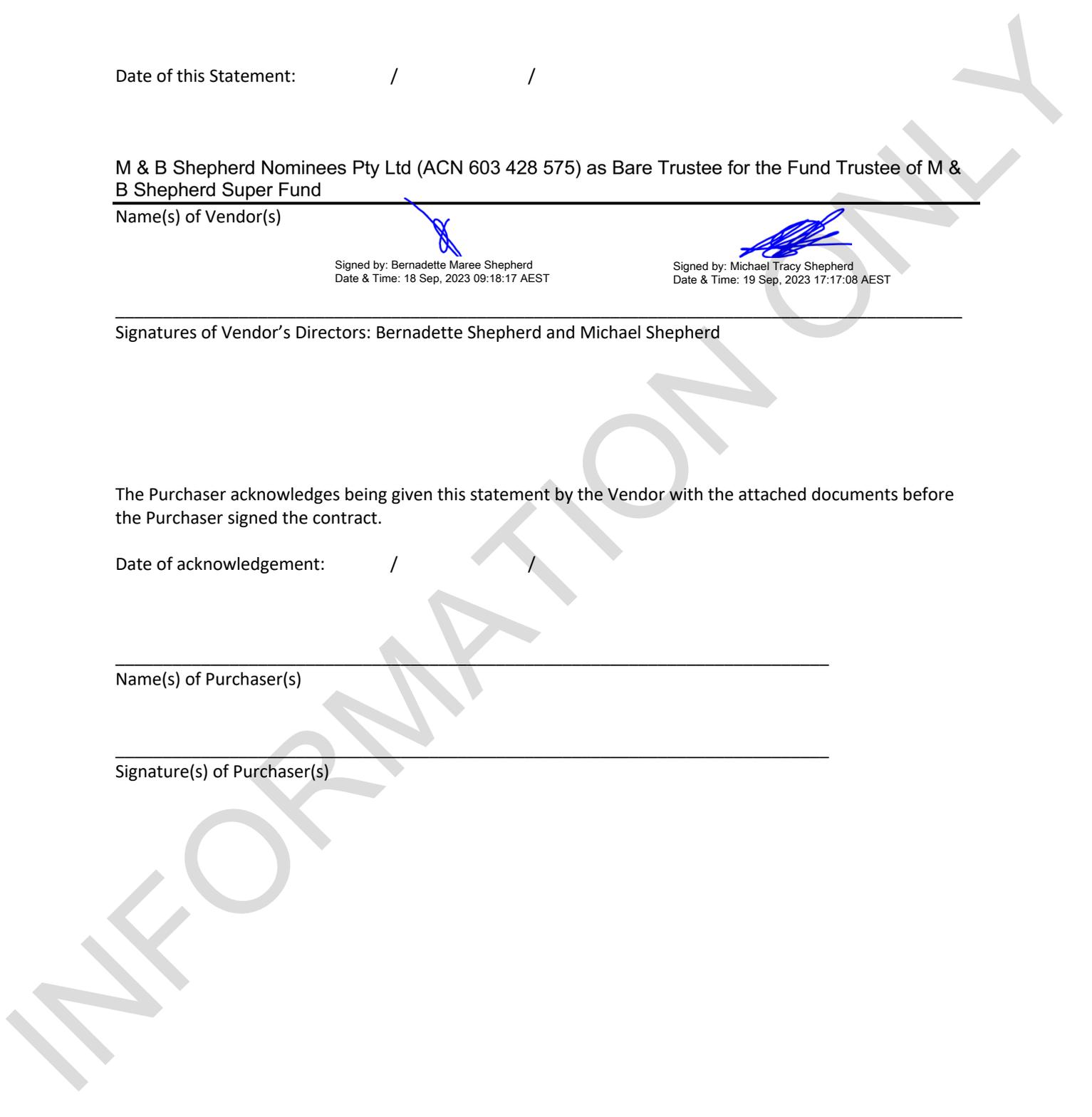
Signatures of Vendor's Directors: Bernadette Shepherd and Michael Shepherd

The Purchaser acknowledges being given this statement by the Vendor with the attached documents before the Purchaser signed the contract.

Date of acknowledgement: / /

Name(s) of Purchaser(s)

Signature(s) of Purchaser(s)



1. Section 32A - Financial Matters

1.1 Particulars of any rates, taxes, charges or other similar **outgoing** affecting the land and any interest payable on them:

Are contained in the attached certificate(s).

1.2 Particulars of any **mortgage** (whether registered or unregistered) over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits:

None to the Vendors knowledge

As attached

1.3 Particulars of any **charge** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge:

None to the Vendors knowledge

As attached

1.4 This section only applies to a **terms contract** where the purchaser is obliged to make 2 or more payments 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

2. Section 32B - Insurance Details

2.1 This section only applies if the contract for the sale 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:** If there is a residence on the land which was constructed within the preceding 6 years and 6 months and section 137B of the Building Act 1993 applies to the residence, particulars of any required insurance under that Act applying to that residence.

Not applicable

Refer to attached Owner Builder Defects Report

Refer to attached insurance covering non-structural defects for two years and other defects for six years (if applicable)

3. Section 32C - Matters Relating to Land Use

3.1 Easement / Covenant / Similar Restrictions

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

Not applicable

Are contained in the attached certificate(s) if applicable.

3.2 Particulars of any existing failure to comply with the terms of that easement, covenant or restriction;

None to the Vendors knowledge

Are as below:

3.3 The land is:

Not in a designated **bushfire prone** area

in a designated **bushfire prone** area under section 192A of the Building Act 1993

3.4 There is:

access to the property by **road**

no access to the property by **road**

3.5 In the case of land to which a **planning scheme** applies, the name of the planning scheme; the name of the responsible authority; the zoning of the land; the name of any planning overlay affecting the land.

Not applicable

Refer to the attached certificate(s).

4. Section 32D – Notices affecting the Land

4.1 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;

None to the Vendors knowledge

Are annexed to the Vendor Statement

4.2 Whether there are any **notices, property management plans, reports or orders** in respect of the land issued by a government department or public authority in relation to:

4.2.1 Livestock disease:

None to the Vendors knowledge

As annexed to the Vendor Statement

4.2.2 Contamination by agricultural chemicals:

- None to the Vendors knowledge
- As annexed to the Vendor Statement

4.2.3 intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986

- None to the Vendors knowledge
- As annexed to the Vendor Statement

5. Section 32E - Building Permits

5.1 If there is a residence on the land, particulars of any **building permit** issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land:

- Not applicable
- Are contained in the attached certificate(s); or
- Refer to Building Permit, Certificate of Occupancy / Certificate of Final Inspection as annexed to the Vendors Statement

6. Section 32F - Owners Corporation

6.1 If the land is affected by an **owners corporation** within the meaning of the Owners Corporations Act 2006

- Not applicable
- The owners corporation is inactive
- Refer to attached information as required by section 151(4)(a) of the Owners Corporation Act 2006
- Refer to attached attach owners corporation certificate(s) issued in respect of the land under section 151 of the Owners Corporation Act 2006

7. Section 32G - Growth Areas Infrastructure Contribution ("GAIC")

- None to the Vendors knowledge
- Refer to the attached certificate(s).

8. Section 32H - Services Connected

8.1 The following **services** are NOT connected to the land if the box is marked with an

-
- Electricity
- Gas

- Water
- Sewerage
- Telephone

9. Section 32I – Evidence of Title

9.1 The following are attached:

- Register Search Statement
- Diagram location (Copy of Plan)

10. GST Withholding Notice

10.1 The vendor gives written notice in accordance with section 14-255(1) of schedule 1 of the Taxation Administration Act 1953 (Cth) as follows:

- The purchaser is **not required** to make a withholding payment in relation to the supply of the property under section 14-250 schedule 1 of the Taxation Administration Act 1953 (Cth).
- The purchaser is **required** to make a withholding payment in relation to the supply of the property under section 14-250 schedule 1 of the Taxation Administration Act 1953 (Cth).

- Vendors Name:
- the supplier's ABN:
- the amount to be withheld at settlement:
- the GST-inclusive market value of any non-monetary consideration provided by the purchaser (if applicable):

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.

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

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

VOLUME 11552 FOLIO 702

Security no : 124109081441U
Produced 14/09/2023 10:47 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 728793B.
PARENT TITLE Volume 11434 Folio 468
Created by instrument PS728793B 17/02/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
M & B SHEPHERD NOMINEES PTY LTD of 10 QUARRION DRIVE CARRUM DOWNS VIC 3201
AL760930T 18/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL760931R 18/03/2015
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE961576A 20/03/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AL628261C 16/01/2015

DIAGRAM LOCATION

SEE PS728793B 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: 12 REVELATION ROAD EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

Signed by Council: Whittlesea City Council, PP Ref: 608686, Cert Ref: 608686, Original Certification: 30/10/2014, S.O.C.: 16/01/2015

PLAN OF SUBDIVISION	Stage No.	LRS USE ONLY EDITION 1	Plan Number PS 728 793 B
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: WOLLERT</p> <p>TOWNSHIP:</p> <p>SECTION: 8</p> <p>CROWN ALLOTMENT:</p> <p>CROWN PORTION: 3 (PART)</p> <p>TITLE REFERENCES: Vol. 11434 Fol. 468</p> <p>LAST PLAN REFERENCE/S: LOT 34 ON PS 638 805 X</p> <p>POSTAL ADDRESS: (At time of subdivision) 2 LAKSHMI STREET, EPPING 3076</p> <p>MGA94 Co-ordinates E 323 280 ZONE: 55 (of approx centre of land in plan) N 5 834 255</p>	<p>COUNCIL CERTIFICATION AND ENDORSEMENT</p> <p>COUNCIL NAME: WHITTLESEA CITY COUNCIL REF:</p> <p style="text-align: center;">THIS IS A SPEAR PLAN</p>		
	Notations		
	<p>STAGING This is not a staged subdivision. Planning permit No.</p>		
	<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. <u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</u> EXTERIOR FACE: ALL BOUNDARIES</p>		
Vesting of Roads or Reserves			
IDENTIFIER	COUNCIL / BODY / PERSON		
NIL	NIL		
<p>SURVEY : - THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No's 524 & 525 IN PROCLAIMED SURVEY AREA No. _____</p>			
Easement		Information	
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LRS USE ONLY	
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	DRAINAGE	2	PS 638 805 X
E-1	SEWERAGE	2	PS 638 805 X
		Land Benefited/In Favour Of	
		WHITTLESEA CITY COUNCIL	
		YARRA VALLEY WATER LIMITED	
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT			
RECEIVED <input checked="" type="checkbox"/>			
DATE 05/02/15			
LRS USE ONLY			
TIME 11.58am			
DATE 17/02/2015			
J.Beckingham Assistant Registrar of Titles			
SHEET 1 OF 2 SHEETS			
		LICENSED SURVEYOR..... SALVATORE ZUCCARELLO SIGNATURE DIGITALLY SIGNED REF 22316 DRAFTSPERSON: HMKHRAEL VERSION 2 DATE: 08/10/14	
Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030 T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	

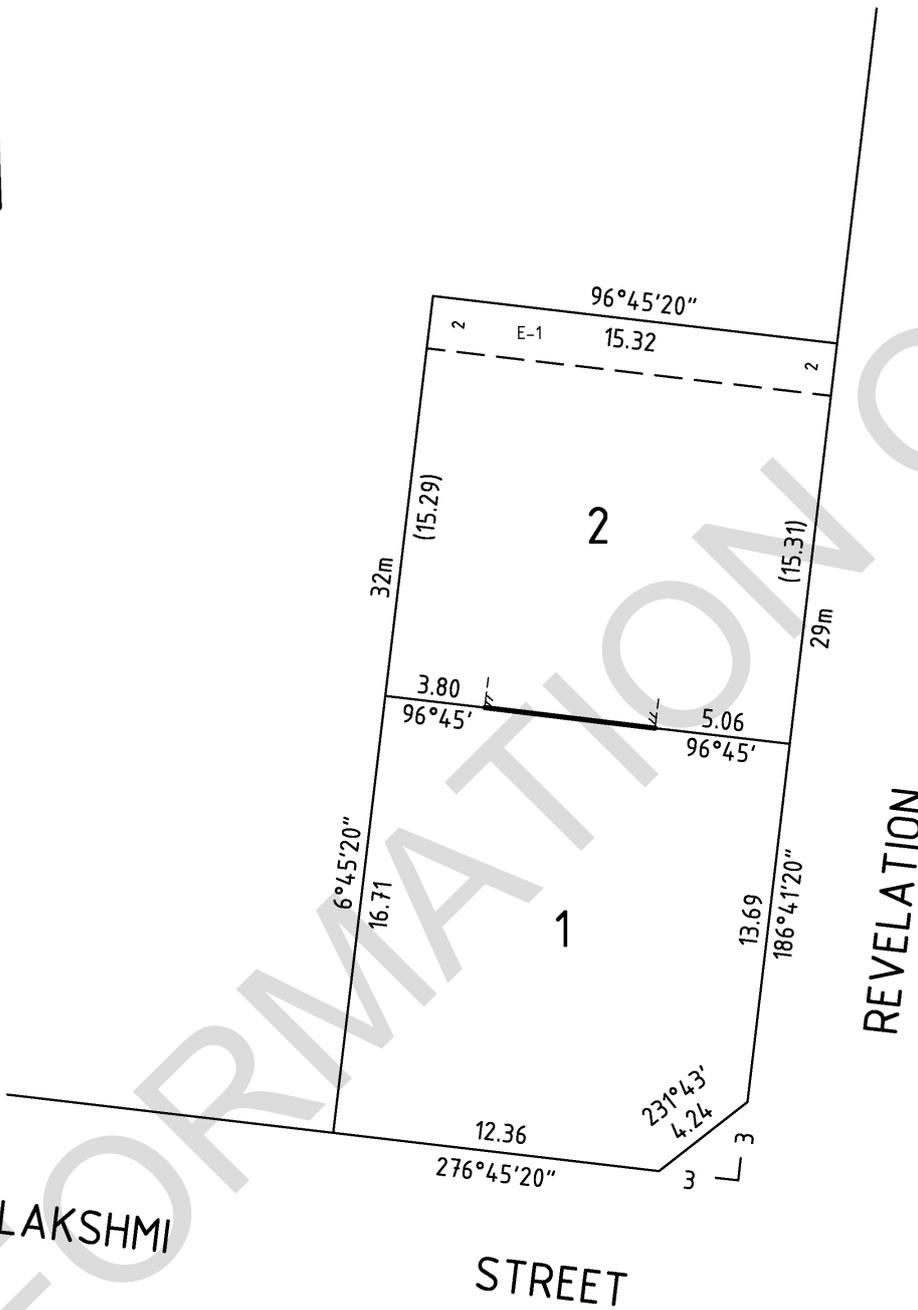
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 728 793 B

MGA94 ZONE 55



Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030
 T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1:200 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

REF 22316

VERSION 2

SHEET 2

DATE / /
 COUNCIL DELEGATE SIGNATURE



**City of
Whittlesea**

**Plan of Subdivision PS728793B
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054521V
Plan Number: PS728793B
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 608686
Responsible Authority Certification Ref. No.: 608686
Surveyor's Plan Version: 2

Certification

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

Public Open Space

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

Has not been made at Certification

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 30/10/2014

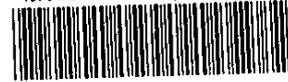
INFORMATION ONLY

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

Section 181 Planning and Environment Act 1987

AL628261C

16/01/2015 \$116.50 173



Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9258 3555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: KAL:LXE:A01C:6271123
 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: Certificate of Title Volume 11434 Folio 468

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: 14/01/2015

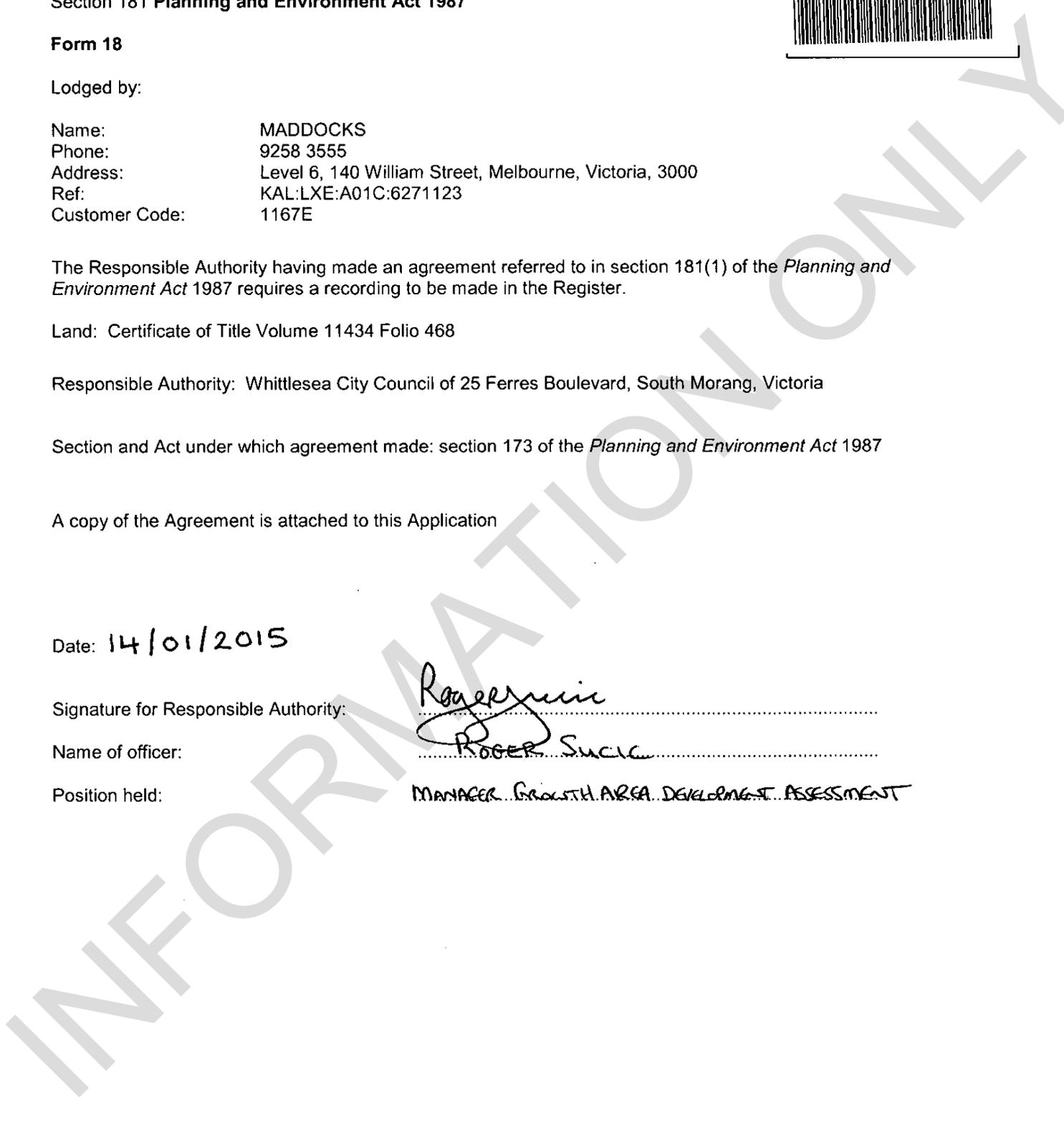
Signature for Responsible Authority:

Name of officer:

ROGER SUSIC

Position held:

MANAGER GROWTH AREA DEVELOPMENT ASSESSMENT





Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

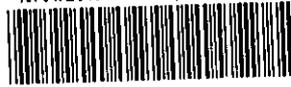
Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

AL628261C

16/01/2015 \$116.50 173



**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 2 Lakshmi Street, Epping

Whittlesea City Council
and

Jans Property Group Pty Ltd
ACN 166 363 355

INFORMATION ONLY

Interstate offices
Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com

AL628261C

16/01/2015

\$116.50

173



Maddocks

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INFORMATION ONLY



Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 15 January 2015

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16/01/2015 \$116.50 173



Parties

Name	Whittlesea City Council
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Jans Property Group Pty Ltd ACN 166 363 355
Address	406 Dana Street, Ballarat, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 4 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

AL628261C

16/01/2015 \$116.50 173



Maddocks

- (a) \$200 if paid within 12 months from the date that this Agreement commences; or
- (b) \$200 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) 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:

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

Development Permit means planning permit no. 714500, as amended from time to time, issued on 20 March 2014 authorising the construction of two dwellings on the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. 608686, as amended from time to time, issued on 27 August 2014, authorising the two lot subdivision of the Subject Land in accordance with plans endorsed by Council.

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

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16/01/2015 \$116.50 173



Maddocks

Subject Land means the land situated at 2 Lakshmi Street, Epping being the land referred to in certificate of title volume 11434 folio 468 and any reference to the Subject Land 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 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 give effect to the Planning Permit and the Development Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

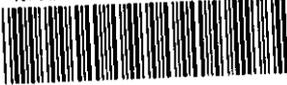
4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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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. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

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7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

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 in accordance with s 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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Signing Page

Signed, sealed and delivered as a deed by the Parties

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



[Handwritten signature]

Executed by Jans Property Group Pty Ltd)
ACN 166 363 355 in accordance with s 127(1))
of the Corporations Act 2001:)

[Handwritten signature: k. Vijayan]
KATHIRAMARATHAN VITAYARATHAN
Print full name

Signature of Sole Director and Sole Company Secretary
Print full name

Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee under instrument of mortgage no. AK850018E 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.

.....

SIGNED, SEALED AND DELIVERED in Sydney for and on behalf of the COMMONWEALTH BANK of AUSTRALIA by its Attorney

under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that he/she is Manager Post Settlements Sydney of COMMONWEALTH BANK OF AUSTRALIA in the presence of:

[Handwritten signature: Payal Pandya]
PAYAL PANDYA

[Handwritten signature: Monika Eshou]
Monika Eshou

150 George Street Parramatta *[Handwritten initials: MSel.]*

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

Lodged by:

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

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

Land: Certificates of Title Volume 10817 Folio 860 and
Volume 10908 Folio 232
Authority or council: Whittlesea City of Ferres Boulevard, South Morang
Section and Act under which
agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Date: 14/3/7

Signed: x *[Signature]*
Name: DAVID TURNBULL
Office held: CHIEF EXECUTIVE OFFICER



Deacons

Dated *14 March 2007*

Section 173 Agreement

Parties

Whittlesea City Council

Urban Land Developments Pty Ltd
ACN 006 813 038

Victorian Urban Development Authority

Contact

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

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THIS AGREEMENT is made the *14* day of *March* 2007 pursuant to Section 173 of the *Planning and Environment Act 1987* (the "Act")

PARTIES:

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

AND

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

AND

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

RECITALS:

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



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

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IT IS AGREED

1. Definitions

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

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

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- (11) **"Scanlon Drive"** means the land shown as a "Scanlon Drive proposed alignment" to the east of the ULD Land on the plan attached at Schedule 1 of this Agreement;
- (12) **"Soccer Pitch Land"** means the land marked "proposed reserve" on the plan attached at Schedule 1 of this Agreement;
- (13) **"ULD"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the ULD Land or any part of it and includes a Mortgagee in possession;
- (14) **"ULD Land"** means the land described in Recital B;
- (15) **"VicUrban Land"** means the land described in Recital E.

2. Interpretation

In this Agreement, unless the context indicates otherwise:

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

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

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

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

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

4. Specific Obligations of the parties concerning Scanlon Drive

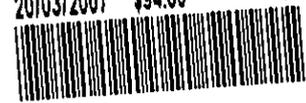
The parties agree that:

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

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

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

5. Specific Obligations of the parties concerning Road A

The parties agree that:

5.1 ULD will construct Road A at its own cost if:

- (1) ULD intends to proceed with physical works upon the ULD Land before VicUrban commences development upon the VicUrban Land; and
- (2) ULD gives notice of its intention to proceed in accordance with clause 5.1(1) in writing to VicUrban and Council.

5.2 VicUrban agrees to provide access to the VicUrban Land to ULD, its servants and agents for the purposes of constructing Road A in accordance with clause 5.1 upon receiving a notice in writing from ULD that it intends to proceed with the physical works on the ULD Land.

5.3 If Clause 5.1 applies:

- (1) ULD agrees to indemnify, and keep indemnified, VicUrban in respect of all liability which may arise in respect of any accident, damage or injury which may arise in respect of any person or property as a result of, or in connection with, the construction of Road A on the VicUrban Land; and
- (2) ULD will, at no cost to VicUrban, obtain all permits, consents and approvals necessary for the construction of Road A.

5.4 VicUrban will construct Road A at its cost if it commences development of the VicUrban Land either:

- (1) before ULD commences development of the ULD Land; or
- (2) at the same time as ULD commences development of the ULD Land.

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

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

6. Specific Obligations of the parties concerning Road B

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

7. Specific Obligations of the parties concerning Development Contributions

7.1 In consideration of ULD:

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

Council agrees that:

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

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



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

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

9. Further Obligations of ULD and VicUrban

ULD and VicUrban agree that:

9.1 Notice and Registration

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

9.2 Mortgagee to be Bound

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

9.3 Registration of Agreement

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

10. Each party to bear own costs

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

11. Further Assurance

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



12. Agreement under Section 173 of the Act

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

13. Agreement Runs with the ULD Land and VicUrban Land

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

14. Planning Objectives

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

15. Successors in Title

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

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

16. General Matters

16.1 Service of Notice

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

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



16.2 Time of Service

A notice or other communication is deemed served:

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

16.3 No Waiver

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

16.4 Jurisdiction

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

16.5 Severability

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

16.6 Disputes

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



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

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

16.7 No Fettering of Responsible Authority's Powers

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

17. Commencement of Agreement

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

18. Amendment

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

19. Ending of Agreement

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



20. Goods and services tax

- 20.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 20.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 20.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 20.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 20.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 20.3.

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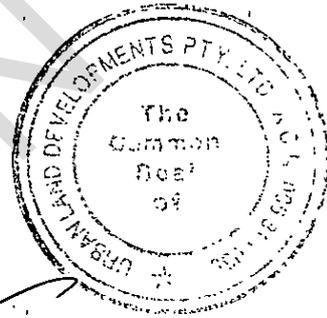
IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

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

[Handwritten signature]

Delegate

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



[Handwritten signature]

Director/company secretary

[Handwritten signature]

Director

POEER LAW HUTCHINS

Name of director/company secretary (BLOCK LETTERS)

Ross Closter

Name of director (BLOCK LETTERS)

Executed for and on behalf of VicUrban:

[Handwritten signature]

Signature of General Manager – Project Planning and Design

MARK ALLAN

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

AE961576A

20/03/2007 \$94.60 173



Schedule 1

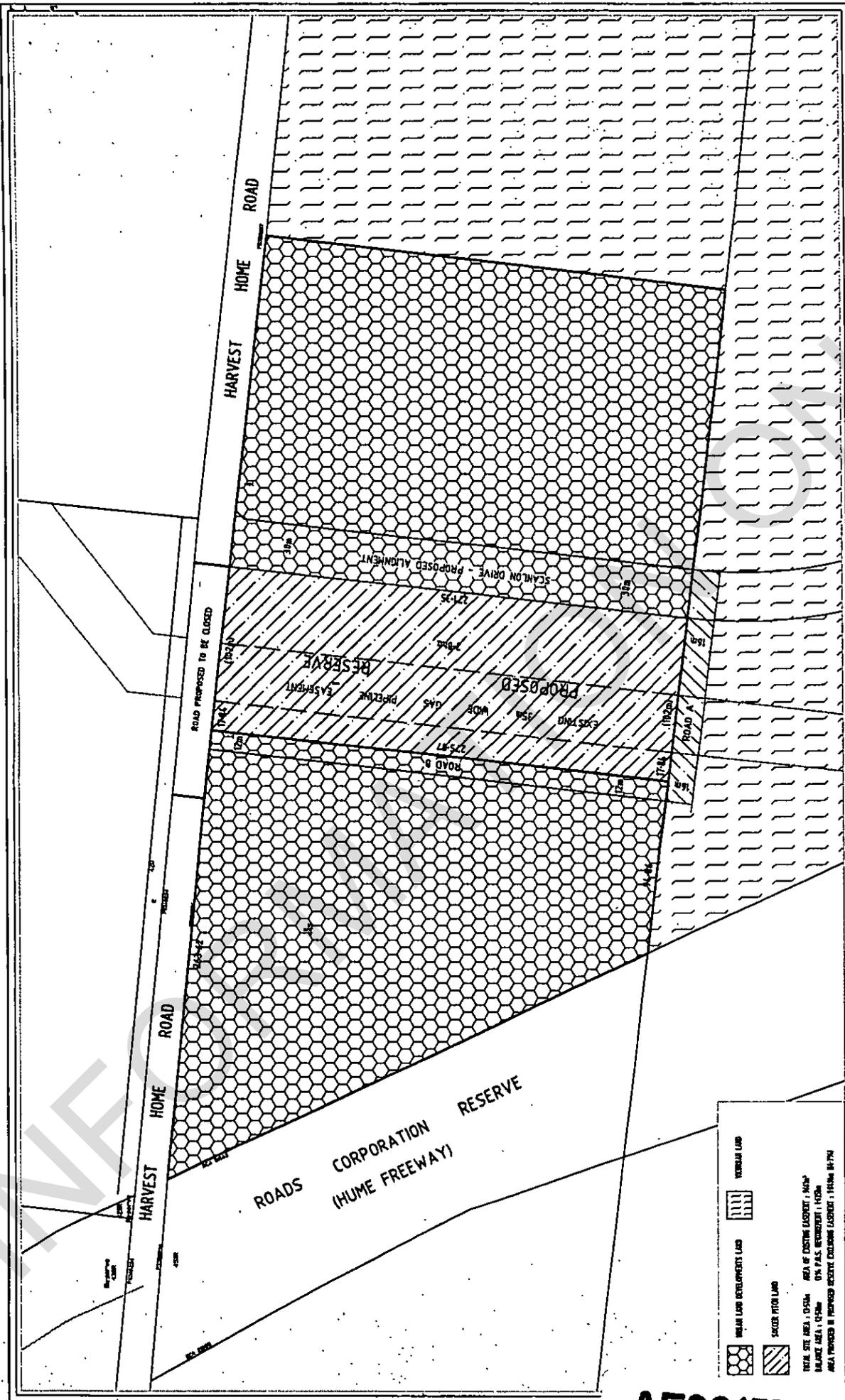
Plan marked "Proposed Subdivision, Lot 2 on PS518236H & Lot 1 on PS522187U, 397-445 Harvest Home Road, Epping, Drawing No 12772T1 Version 4, 14/2/2007" and prepared by Millar Merrigan Pty Ltd Land Development Consultants

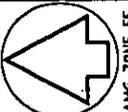
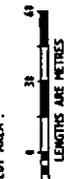
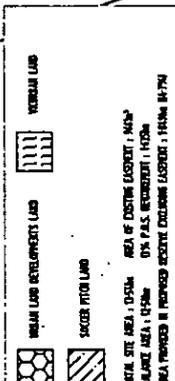
INFORMATION ONLY

AE961576A

20/03/2007 \$94.60 173





DESIGNED	SCALE 1:500
DRAWN	SHEET 1 OF 1
CHECKED	DRAWING No. 12773T1
MELWAYS 81 E-3	VERSIONS 6/2/2007
PROPOSED SUBDIVISION LOT 2 ON P551823GH & LOT 1 ON P552218TU 397-445 HARVEST HOME ROAD EPPING CITY OF WHITLESSEA	
 AMG ZONE 55	
NOTES: PROVISIONS HEREIN ARE SUBJECT TO SUBSET. THIS PLAN IS SUBJECT TO THE APPROVAL OF RELEVANT STATUTORY AUTHORITIES. PROPERTY BOUNDARIES AND CONTIGUOUS SPACES HEREIN ARE DERIVED FROM THE LOCAL PROPERTY AND CONVEYANCE INFORMATION SUPPLIED TO MELBA & MORGAN WHICH LIES NEAREST TO THE LAND. THE ACCURACY OF THIS INFORMATION REPRESENTATION HAS NOT BEEN VERIFIED BY THE OFFICE. OTHER VERTICAL CONTROL: 1 METRES.	
TOTAL SITE AREA : 13.54ha No. OF LOTS : DENSITY : AVERAGE LOT AREA :  LENGTHS ARE METRES	
 <p> ROAD DEVELOPMENT LAND RURAL LAND SACRED SITE LAND ROAD RESERVE LAND </p> <p> TOTAL SITE AREA : 13.54ha AREA OF EXISTING EXPOSURE : 1402m² BALANCE AREA : 12.14ha UNPAID INCENTIVE : 1022m² AREA TYPED IN PROPOSED SCHEME EXCLUSION EXCEPT : 1.18ha 14-7m </p>	
 <p> MELBA & MORGAN PTY. LTD. ACN 087 543 088 25 COMMERCIAL CENTRE VICTORIA, MELBOURNE VIC 3000 All Companies in the M&M GROUP ARE REGISTERED IN AUSTRALIA </p>	

AE961576A
 20/03/2007 \$94.60 173



Mortgagee's consent

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

Executed by mortgagee:

EXECUTED in Victoria by ST.GEORGE BANK LIMITED (ACN 055 513 070) by being signed sealed and delivered by its Attorneys
LENG LIM
MANAGER SECURITIES
.....
PHIL WOOD
SENIOR RELATIONSHIP MANAGER
.....

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

AE961576A
20/03/2007 \$94.60 173


Date of issue
15/09/2023

Assessment No.
918649

Certificate No.
154206

Your reference
70242204-015-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 12 Revelation Road EPPING 3076

Description: LOT: 2 PS: 728793B

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$470,000	\$250,000	\$23,500

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 2023 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 01/07/2023	\$1,110.25
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$21.62
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 15/09/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,440.17

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,440.17**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

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 918649



Phone 1300 301 185
Ref 918649



Bill Code **5157**
Ref 918649

14th September 2023

LAF Conveyancing C/- GXS
LANDATA

Dear LAF Conveyancing C/- GXS,

RE: Application for Water Information Statement

Property Address:	12 REVELATION ROAD EPPING 3076
Applicant	LAF Conveyancing C/- GXS LANDATA
Information Statement	30794323
Conveyancing Account Number	7959580000
Your Reference	KTA-3755

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	12 REVELATION ROAD EPPING 3076
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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 a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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 Encumbrance

Property Address	12 REVELATION ROAD EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

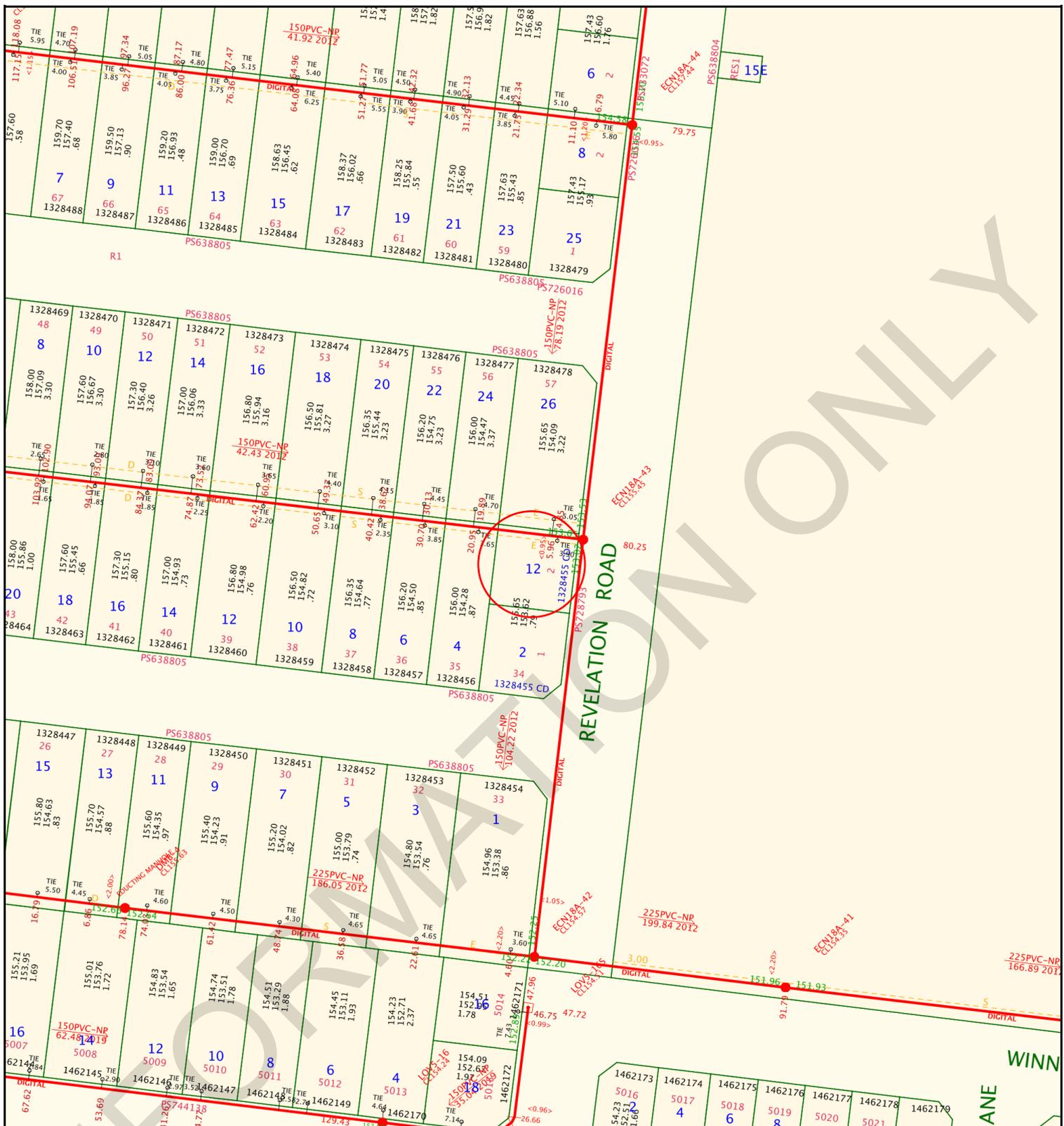
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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: 30794323**

Address	12 REVELATION ROAD EPPING 3076
Date	14/09/2023
Scale	1:1000



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

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

LAF Conveyancing C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9035391710
Rate Certificate No: 30794323

Date of Issue: 14/09/2023
Your Ref: KTA-3755

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
12 REVELATION RD, EPPING VIC 3076	2\PS728793	5096667	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$0.00
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$0.00
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			\$0.00

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

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

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

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

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

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

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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5096667

Address: 12 REVELATION RD, EPPING VIC 3076

Water Information Statement Number: 30794323

HOW TO PAY



Biller Code: 314567
Ref: 90353917107

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



LAF CONVEYANCING

Your Reference:	LD:70242204-011-3.KTA-3755
Certificate No:	66903276
Issue Date:	14 SEP 2023
Enquiries:	ESYSPROD

Land Address: 12 REVELATION ROAD EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41943269	2	728793	11552	702	\$433.47

Vendor: M & B SHEPHERD PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
M & B SHEPHERD NOMINEES PTY LTD	2023	\$250,000	\$433.47	\$0.00	\$433.47

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$480,000
SITE VALUE:	\$250,000
CURRENT LAND TAX CHARGE:	\$433.47

Notes to Certificate - Land Tax

Certificate No: 66903276

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 cannot exceed the amount set out in the certificate, described as the "Current 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.

General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$250,000

Calculated as \$0 plus (\$250,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66903276

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: 66903276

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

Windfall Gains Tax



LAF CONVEYANCING

Your Reference: LD:70242204-011-3.KTA-3755

Certificate No: 66903276

Issue Date: 14 SEP 2023

Land Address: 12 REVELATION ROAD EPPING VIC 3076

Lot	Plan	Volume	Folio
2	728793	11552	702

Vendor: M & B SHEPHERD PTY LTD

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: 66903276

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 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.

General information

8. 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.
9. 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.
10. 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: 66903279

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: 66903279

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.

From www.planning.vic.gov.au at 14 September 2023 12:30 PM

PROPERTY DETAILS

Address: **12 REVELATION ROAD EPPING 3076**
Lot and Plan Number: **Lot 2 PS728793**
Standard Parcel Identifier (SPI): **2\PS728793**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **918649**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 E3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

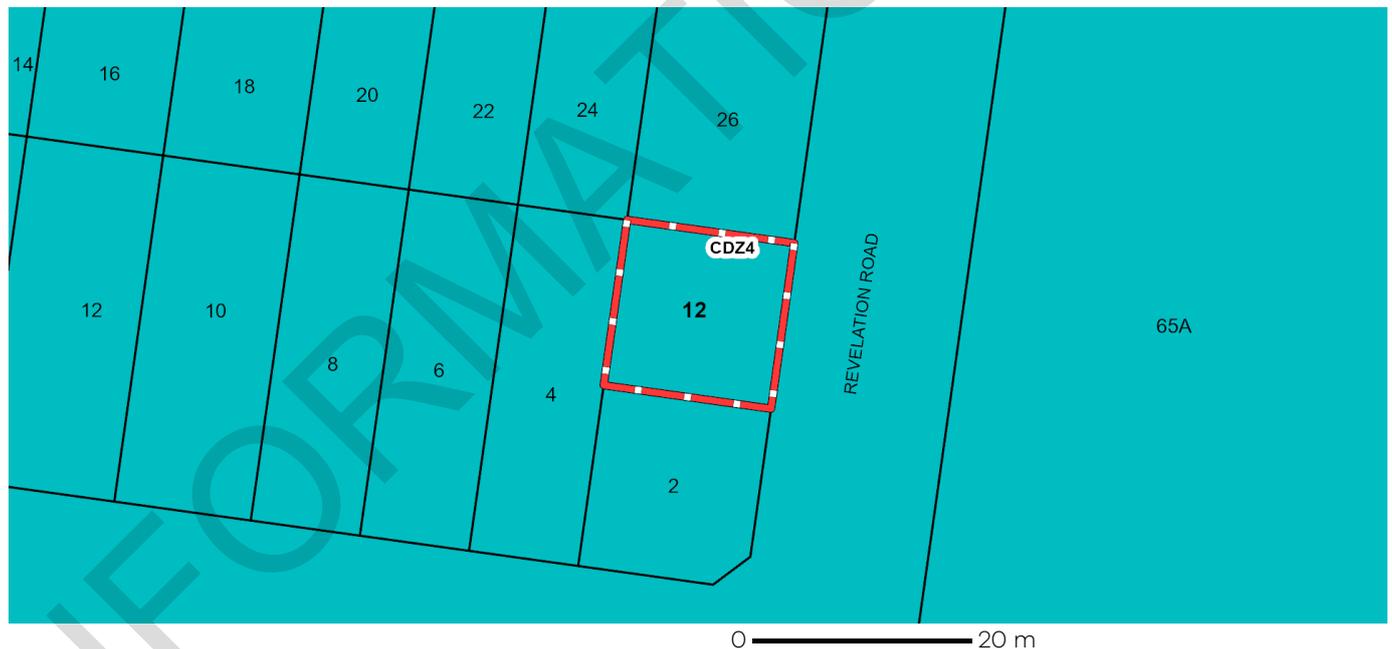
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



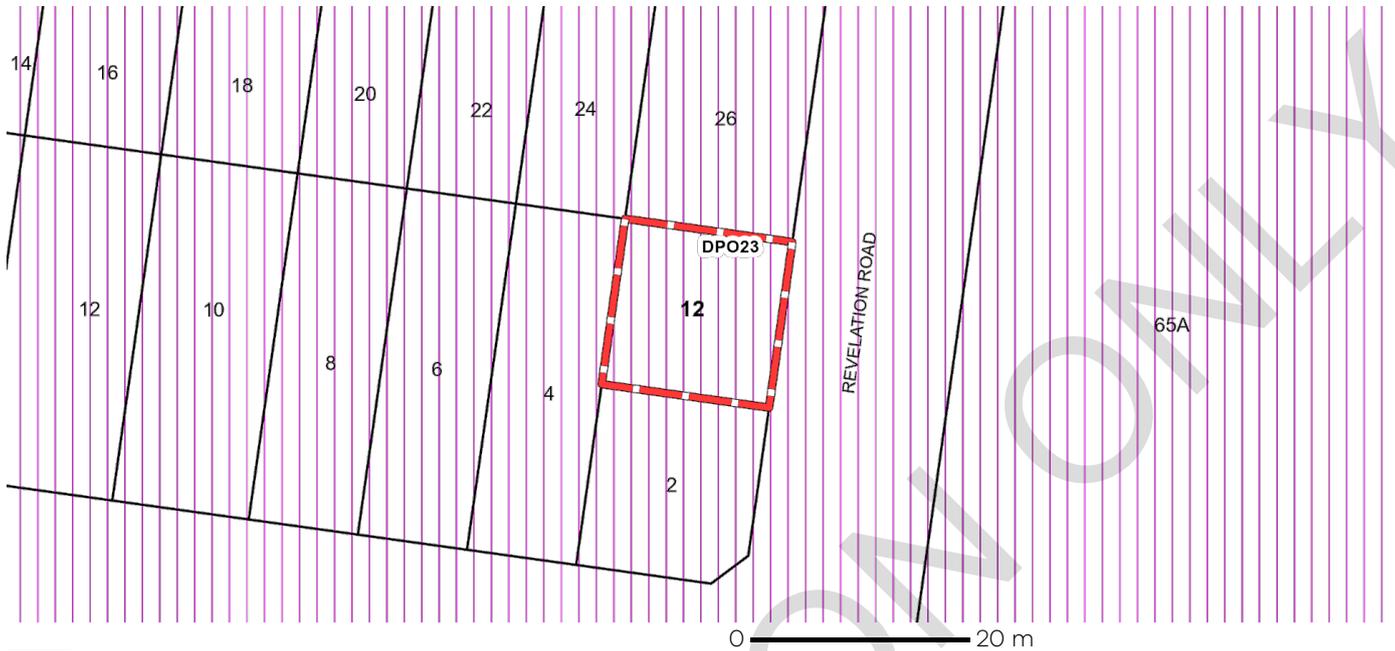
CDZ - Comprehensive Development

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)



DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 13 September 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

From www.planning.vic.gov.au at 14 September 2023 12:30 PM

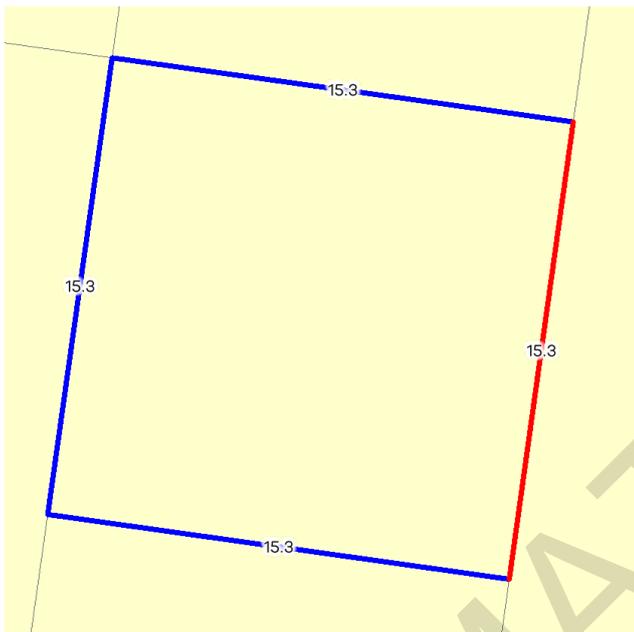
PROPERTY DETAILS

Address: **12 REVELATION ROAD EPPING 3076**
Lot and Plan Number: **Lot 2 PS728793**
Standard Parcel Identifier (SPI): **2\PS728793**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **918649**
Directory Reference: **Melway 181 E3**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 235 sq. m

Perimeter: 61 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's 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

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

LAF Conveyancing
14 St Kilda Rd
ST KILDA 3182

Client Reference: KTA-3755

NO PROPOSALS. As at the 14th September 2023, 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®.

12 REVELATION ROAD, 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: 14th September 2023

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 12 REVELATION ROAD
SUBURB: EPPING
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 181 Reference E3
DATE OF SEARCH: 14th September 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)