
CONTRACT OF SALE OF REAL ESTATE

1037 Edgars Road, Wollert VIC 3750



A: Level 2, 369 Royal Parade
Parkville VIC 3052
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Ref: 32383

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 1037 Edgars Road, Wollert VIC 3750

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

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/...../20

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/...../20

Robert James Garde and Deanne Marie Garde

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

Emilia Faba
Harcourts Rata & Co - Epping
769 High St, Epping VIC 3076

Tel: (03) 9401 1117 Fax:
Mob: 0410 655 145

Ref:

Email: sold@rataandco.com.au

VENDOR

Robert James Garde and Deanne Marie Garde

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

BOND CONVEYANCING PTY LTD
of Level 2, 369 Royal Parade, Parkville VIC 3052

Tel: 1300 03 95 59

Ref: 32383

Email: contact@bondc.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general condition 7 & 13)

The land more particularly described in Certificate of Title
Volume 12276 Folio 791 being Lot 81 on PS 810029J
The Land includes all improvements and fixtures.

PROPERTY ADDRESS

1037 Edgars Road, Wollert VIC 3750

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:

Subject to Lease

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease: see attached.

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 30 and add any further provisions by way of special conditions:

LOAN (refer to general condition 20)

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

Lender:
Loan amount:
Approval date:

BUILDING REPORT

☐ General Condition 21 applies only if this box is ticked

PEST REPORT

☐ General Condition 22 applies only if this box is ticked.

NOTICE TO PURCHASER

1. ☐ The above property is a new residential premises or potential residential premises.

Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: (TBA)
The payment will be required to be paid on Settlement Date.

OR

2. ☒ The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

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

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or

requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

the day of sale.

- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in A *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as

relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without

affecting the vendor's other rights under this contract;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

been paid or not; and

- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

1 DEFINITIONS

1.1 In this Contract:

Authority means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

Business Day means any day on which banks are open for business in Melbourne, Victoria;

Contract means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;

General Conditions means the general conditions attached to this Contract;

GST means GST within the meaning of the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Guarantee means a deed of guarantee and indemnity in the form contained in Annexure A;

Service includes any communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service;

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

2 ACKNOWLEDGMENT OF DOCUMENTS

The Purchaser acknowledges that, prior to paying the deposit or signing this Contract or any agreement or document in respect of the sale hereby effected which is or is intended to be legally binding upon the Purchaser, the Purchaser was given:

- (a) a copy of this Contract pursuant to section 53 of the Estate Agents Act 1980 (as amended); and
- (b) a Vendor's Statement as required by section 32 of the Sale of Land Act 1962 (as amended) ("the Vendor's Statement") signed by or on behalf of the Vendor and complying with the provisions of the said section; and
- (c) The due diligence checklist.

3 GENERAL CONDITIONS

3.1 The general conditions are amended as follows:

- (a) General condition 9 delete the second sentence.
- (b) General condition 17.1(b)(i) delete "do all things" and replace with "provide all title documents" in line 1.
- (c) General condition 20.2(b) insert "and provides satisfactory evidence to the Vendor" after the word "loan" in line 2.
- (d) General condition 20.2 (c) delete "within 2 clear business days after" after the word "Vendor"; and Insert "by" before "the approval".
- (e) General condition 26.1 insert "and shall always remain of the essence, notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser" after the words "of this Contract".
- (f) Delete general conditions 31.4, 31.5 and 31.6.
- (g) General condition 32(a) insert "which the Purchaser will be satisfied with the return of the deposit and any interest on the deposit" after the word "breach" in line 2.
- (h) General Condition 32(b) add the word "and" after the word "breach":
- (i) Insert additional General condition 32(c) to read "all reasonable expenses incurred by the Vendors calculated on a full indemnity basis and any consultant's expenses reasonably incurred by the vendor."
- (j) Insert additional General condition 32(d): "Notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever, the Purchaser must pay costs incurred as a result of each delay, being \$300.00 plus GST. This is in addition to any other costs the Purchaser is liable for under this Contract".

- (k) Insert additional General condition 34.3 to read "Without limiting any right of the vendor, the "reasonable costs" referred to in general condition 34.2(b)(ii) are agreed at \$700.00 plus GST.";
- (l) Insert the following in General condition 35.4 "or the purchaser repudiates the contract:" immediately after the words "notice given by the vendor";
- (m) The words in General Condition 35.4(a) are deleted and replaced with the following:
"The greater of 10% of the price and the deposit is forfeited to the Vendor as the Vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and"

4 IDENTITY AND MEASUREMENTS

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

5 CORPORATE PURCHASER

- 5.1 If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:
- (a) each person who signs this Contract on behalf of the corporation:
 - (i) warrants the he or she is duly authorised to sign this Contract and the Vendor's Statement of behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
 - (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.
 - (b) must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor within seven (7) days of the date of the Contract; and
 - (c) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.
- 5.2 If the Purchaser fails to produce the Guarantee referred to in special condition 5.1(b) within seven (7) days of the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and

- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

7 DEPOSIT

- 7.1 The Deposit payable under this Contract is to be paid to the Vendor's solicitors or agent, to be held on trust for the Purchaser until the Settlement Date.
- 7.2 The parties authorize the Vendor's solicitors or agent to invest the Deposit in an interest-bearing trust account with an Australian bank nominated by the Vendor's solicitors or agent.
- 7.3 The parties further authorize all interest accruing on the Deposit to be credited to the Vendor on the Settlement Date unless the Vendor defaults under the Contract in which case the Deposit and all accrued interest less any bank or government charges, taxes or fees shall be paid to the Purchaser.
- 7.4 The Purchaser must, if requested, give the Vendor's solicitors details of its tax file number as soon as possible.

8 RESTRICTIONS ON USE AND DEVELOPMENT

- 8.1 The Purchaser buys the Property subject to any legislation, order, regulation, by-law, local law, restriction or condition imposed on the Property by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including any town planning legislation, scheme or authority which affects or restricts the use of the Property.
- 8.2 The Purchaser will take title subject to all the restrictions and conditions described in Special Condition 8.1 and will not make any requisition or objection or claim on those grounds any compensation with respect to them or in respect of any proposed amendment to any planning control now or later applicable to the Property.

9 SERVICES

- 9.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property. If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustable item under condition 9 of Table A.
- 9.2 If the Vendor enters into an arrangement, or causes, the connection and provision of amenities or services in accordance with special condition 15, it may pay the supply bodies' customer supply charge for the Property and/or new meter fee and/or a connection fee and/or installation fee in respect of such arrangement, connection or provision.

10 PRE-SETTLEMENT INSPECTION

- 10.1 The Purchaser may inspect the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's agent. Having regard to the number of Lots sold with completion at the same time, the Vendor retains the right to:
- (a) set the time and date for the Purchaser's inspection appointment;
 - (b) limit the time reasonable spent during an inspection appointment;
 - (c) limit the number of persons attending an inspection appointment;
 - (d) ensure appointments by all purchasers of Lots will be carried out in a safe and orderly manner.
- 10.2 The Vendor will not unreasonably restrict inspections of the Property for valuation purposes.

11 EXECUTION OF NECESSARY DOCUMENTS

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

12 INSOLVENCY OF PURCHASER AND DEFAULT

- 12.1 Without limiting any other rights of the Vendor in relation to termination of this Contract, the Purchaser will be in default under this Contract upon the happening of any of the following events: Insolvency

- (a) an order is made or a resolution is passed for the winding up of the Purchaser;

- (b) the Purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
- (c) an administrator or trustee in bankruptcy is appointed to the Purchaser or a receiver of any of its assets is appointed;
- (d) execution is levied against the Purchaser and is not satisfied within thirty (30) days;
- (e) except with the Vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the Purchaser;
- (f) a guarantor who is a natural person:
 - (i) becomes bankrupt;
 - (ii) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966*;
 - (iii) makes an assignment for the benefit of their creditors; or
 - (iv) enters into a composition or arrangement with their creditors.

12.2 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default; and
- (c) payment of the Vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

12.3 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to perform any fundamental term of the Contract for the purchase of the property being sold including but not limited to the completion of the purchase of the property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Legal costs and expenses as between the Vendor and his/her/its Solicitor.
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (e) Accommodation and removalist expenses that are additionally incurred as a result of the purchasers delay with settlement.

13 FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

13.1 If the Purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to purchase the Property then the Purchaser hereby warrants that he has obtained such approval or will obtain such approval by the settlement date.

13.2 The Purchaser acknowledges that in entering into this Contract the Vendor is relying on the Purchaser's warranty in Special Condition 13, and further acknowledges that should such warranty be untrue in any respect then the Purchaser will indemnify the Vendor against all loss which the Vendor may sustain as a consequence of the Vendor having relied upon the Purchaser's warranty.

13.3 If this Contract does not proceed to settlement because of the Purchaser's breach of the warranty under Special Condition 13, the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property in addition to the Vendor's right of indemnity pursuant to the warranty.

- 14.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 14.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the 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.
- 14.3 This special 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1943 (Cth)*.
- 14.4 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.
- 14.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 14.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representatives 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 special condition if the sale of the property settles.
 - (b) Promptly provide the vendor with proof of payment; and
 - (c) Otherwise comply, or ensure compliance with, this special condition; despite
 - (d) Any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) Any other provision in this contract to the contrary.
- 14.7 The representative is taken to have complied with the obligations in special condition 14.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operation 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.
- 14.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 14.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 14.10 15.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

15 ASSIGNMENT AND NOVATION

- 15.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser's interest in or under this Contract.
- 15.2 Without limiting any of the Vendor's rights, the Vendor has the right to:
- (a) grant a mortgage or charge the Property.
 - (b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 15.3;
 - (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and
 - (d) execute any mortgage, charge, assignment and other document relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.
- 15.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under the Contract are assigned. The Purchaser must not raise any objection, delay settlement, rescind or terminate this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.
- 15.4 The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor's Legal Practitioner.
- 15.5 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

16 INDEMNITY

- 16.1 The Purchaser indemnifies the Vendor against all claims which may be suffered by the Vendor as a result of any breach by the Purchaser of the terms of this Contract or as a result of any, neglect or default of the Purchaser arising during the performance (or failure to perform) by the Purchaser of its duties under this Contract.
- 16.2 The indemnity in this Special Condition cannot be revoked, and is binding and enforceable against the purchaser notwithstanding any neglect delay or forbearance on the part of the Vendor to exercise its right of indemnity

17 NO MERGER

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 APPLICABLE LAW

This document shall be governed by Victorian law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts of Appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

19 LAND FILL

- ~~19.1 Pursuant to section 9AB of the Sale of Land Act 1962 the vendor discloses that works affecting the natural surface level of the land or affecting the natural surface level of lots abutting the land may be carried out or are proposed to be carried out and particulars of which works are described in the attached plan(s).~~

~~19.2 The vendor reserves the right to alter the natural surface levels of the property beyond the works described in the attached engineering plans provided. The vendor will notify the purchaser as soon as practicable of any alterations so proposed.~~

~~19.3 The purchaser may not make any requisition, objection, demand or claim as against the vendor in any way arising out of or relating to any ground filling which may be on the property at the settlement date.~~

EC

20 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

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

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

20.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

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

20.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

20.6 Settlement occurs when the workspace records that:

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

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 20.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

20.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

20.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

21 SWIMMING POOL

If the property sold includes a swimming pool as defined in R.5.13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

22 MORE THAN ONE PURCHASER

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

23 BUILDING WORKS

- 23.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 23.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 23.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

24 STATEMENT OF ADJUSTMENTS

- 24.1 In this Special Condition and unless the Contract otherwise requires:
 - "Statement of Adjustments" means a statement to be prepared by the purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:
 - (a) the adjustments to be made to the price in accordance with the Contract, including without limitation the adjustments to be made in relation to rates, taxes, other outgoings of the property, registration and other similar fees if applicable, and the interest and other amounts (if any) payable by the purchaser in addition to the price and rents and other profits of the property if appropriate.
 - (b) details of the deposit, the residue, the adjustments referred to above and the balance then payable at settlement.'

- 24.2 The purchaser must deliver to the vendor's solicitors the Statement of Adjustments at least three (3) business days before the earlier of:
- (a) the date of residue is required to be paid under this Contract;
 - (b) the date the purchaser becomes entitled to possession or receipt of the rents and profits of the property.
- 24.3 If the purchaser fails to deliver the Statement of Adjustments in accordance with this Special Condition, then the Vendor is not required to effect completion until three (3) business days after the Statement of Adjustments is delivered to the Vendor's Solicitors.
- 24.4 If, pursuant to this Special Condition, the vendor effects completion after the date the residue is required to be paid then the purchaser is deemed to have made default in payment of the residue from that date until completion.

25 SECURITY INTEREST

- 25.1 General Condition 7 is deleted and replaced by the following:

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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

- 7.3 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement the personal property included in the contract is not or will not be property in which the security interest is granted.
- 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) (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
(ii) has a market value of not more than \$5000 or, if a greater amount has prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:
 - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register, or
 - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) 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 is registered on or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be

- released at least 21 days before the due date for settlement.
- 7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.
- 7.10 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; and
 - c) as though the purchaser was in default –
- if settlement is delayed under general condition 7.9.
- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.
- 7.12 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

26 GST WITHHOLDING

26.1 Interpretation

In this Special Condition 26, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

26.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the expectations in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 26.2:
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money – the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

26.3 Withholding

- (a) This Special Condition 26.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of Special Condition 26.3(b)(ii), the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding amount in favor of the Commissioner (**GST Cheque**) and;
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition (26.3)(b)(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by Commissioner.

26.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 26, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

26.5 Other Information

If the property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose.

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

INFORMATION ONLY

"ANNEXURE A"

Guarantee

I/We, _____ of _____

and _____ of _____

(hereinafter called "the Guarantors") **IN CONSIDERATION** of the within named Vendor selling to the within named Purchaser at our request the business described in the within Contract for the price and upon the terms and conditions contained therein, **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor and its assigns that if any time default shall be made in payment of the deposit or residue of the purchase money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser, I/We will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor, and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. The Guarantors acknowledge that the Vendor shall not be required to first serve or make demand on the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:

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

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

this _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)

in the presence of: _____)

Witness

SIGNED SEALED AND DELIVERED by the said _____)

in the presence of: _____)

Witness

SECTION 32 - VENDORS STATEMENT

1037 Edgars Road, Wollert VIC 3750



A: Level 2, 369 Royal Parade,
Parkville VIC 3052

T: 1300 03 95 59

E: contact@bondc.com.au

Ref: 32383


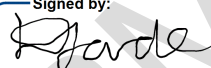
Vendors Statement

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

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

The vendor may sign by electronic signature.

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

| | | |
|-----------------------|--|--------------------|
| Land | 1037 Edgars Road, Wollert VIC 3750 | |
| Vendor's name | Robert James Garde | Date 12/12/2024 |
| Vendor's signature | <div>Signed by:  2A9A7F9C0A254EB...</div> | |
| Vendor's name | Deanne Marie Garde | Date 11/12/2024 |
| Vendor's signature | <div>Signed by:  113F746A1F89483...</div> | |
| Purchaser's name | | Date / / |
| Purchaser's signature | | |
| Purchaser's name | | Date / / |
| Purchaser's signature | | |

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

As attached (if any)

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of Title documents (If any)

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

None to the Vendors knowledge. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X' ☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

As attached (if any)

6. OWNERS CORPORATION

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

Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 12276 FOLIO 791

Security no : 124120167484X
Produced 26/11/2024 03:48 PM

LAND DESCRIPTION

Lot 81 on Plan of Subdivision 810029J.
PARENT TITLE Volume 11979 Folio 480
Created by instrument PS810029J 12/01/2021

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
DEANNE MARIE GARDE of 18 CORMO CLOSE ELDERSLIE NSW 2570
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
ROBERT JAMES GARDE of 18 CORMO CLOSE ELDERSLIE NSW 2570
AU240254G 15/04/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU240255E 15/04/2021
AFSH NOMINEES PTY LTD

COVENANT AK704499C 08/11/2013

COVENANT AR110357Y 08/06/2018

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
AF771740P 10/04/2008

DIAGRAM LOCATION

SEE PS810029J 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: 1037 EDGARS ROAD WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

Title 12276/791

Page 1 of 2

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

Page 2 of 2

Effective from 15/04/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 2 PLAN NO. PS810029J

DOCUMENT END

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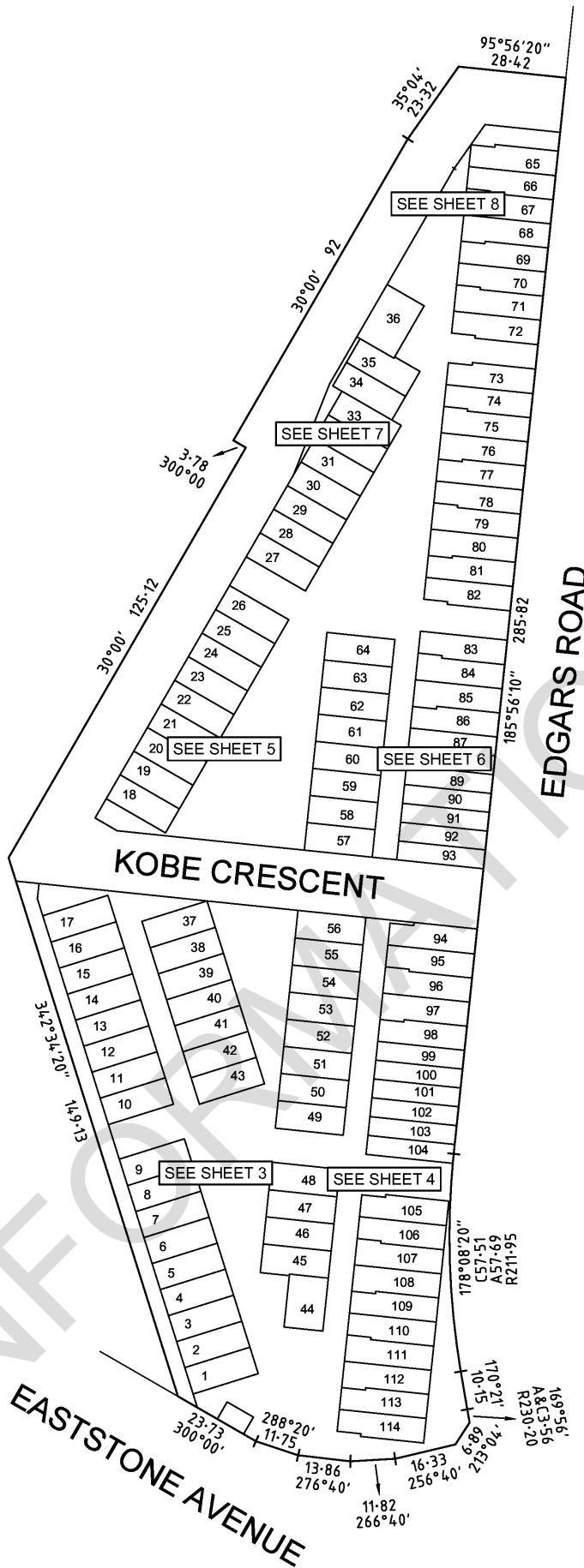
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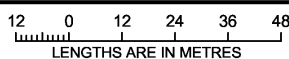
| | | | | |
|---|---|--|--|-------------------------------------|
| PLAN OF SUBDIVISION | | LV USE ONLY EDITION 1 | PS810029J | |
| <p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH : WOLLERT</p> <p>TOWNSHIP : - - -</p> <p>SECTION : 13</p> <p>CROWN ALLOTMENT : 1 & 2 (PARTS)</p> <p>CROWN PORTION : - - -</p> <p>TITLE REFERENCE : VOL 11505 FOL 108 VOL 11979 FOL 480</p> <p>LAST PLAN REFERENCE : LOT A ON PS645320J LOT AB ON PS701533F</p> <p>POSTAL ADDRESS : 56A - 60A EASTSTONE AVENUE (At time of subdivision) WOLLERT 3750</p> <p>MGA94 Co-ordinates E 323 849 ZONE: 55 (of approx centre of land in plan) N 5834 813 GDA 94</p> | | <p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609855 Planning Permit Reference: 609855 SPEAR Reference Number: S125312E</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 10/05/2019</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Carolyn Leatham for Whittlesea City Council on 21/07/2020</p> <p>Statement of Compliance issued: 24/07/2020</p> | | |
| VESTING OF ROADS AND/OR RESERVES | | NOTATIONS | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | <p>STAGING This is not a staged subdivision. Planning Permit No. 716969</p> <p>DEPTH LIMITATION Lot A on PS645320J = 15m Lot AB on PS701533F = 15.24m</p> | | |
| ROAD R1 ROAD R2 RESERVE No.1 | WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD | <p>Common Property No.1 contains a private road called Sheba Way. Common Property No.2 contains a private road called Akbary Way.</p> <p>Easement E-1 is shown exaggerated for clarity.</p> | | |
| | | | | |
| <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div> | | <p>This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s) PM440 & PM625. In Proclaimed Survey Area No.</p> | | |
| EASEMENT INFORMATION | | | | |
| LEGEND: | | A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | |
| SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| E-1 | PARTY WALL | 0.15 | THIS PLAN | RELEVANT ABUTTING LOTS |
| E-2 | ELECTRICITY | SEE PLAN | THIS PLAN - SEC 88 ELEC IND ACT 2000 | AUSNET ELECTRICITY SERVICES PTY LTD |
| E-3 | TELECOMMUNICATIONS BY 'UNDERGROUND CABLE' | 1 | THIS PLAN | LOTS ON THIS PLAN |
| | | | | |
|  <div style="font-size: 0.8em; margin-top: 5px;"> www.intrax.com.au Intrax Consulting Group VIC NSW SA QLD </div> | | REFERENCE: 97236 | ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 8 |
| | | Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (20), 20/07/2020, SPEAR Ref: S125312E | PLAN REGISTERED TIME: 3:59 PM DATE: 12/01/2021 YL Assistant Registrar of Titles | |

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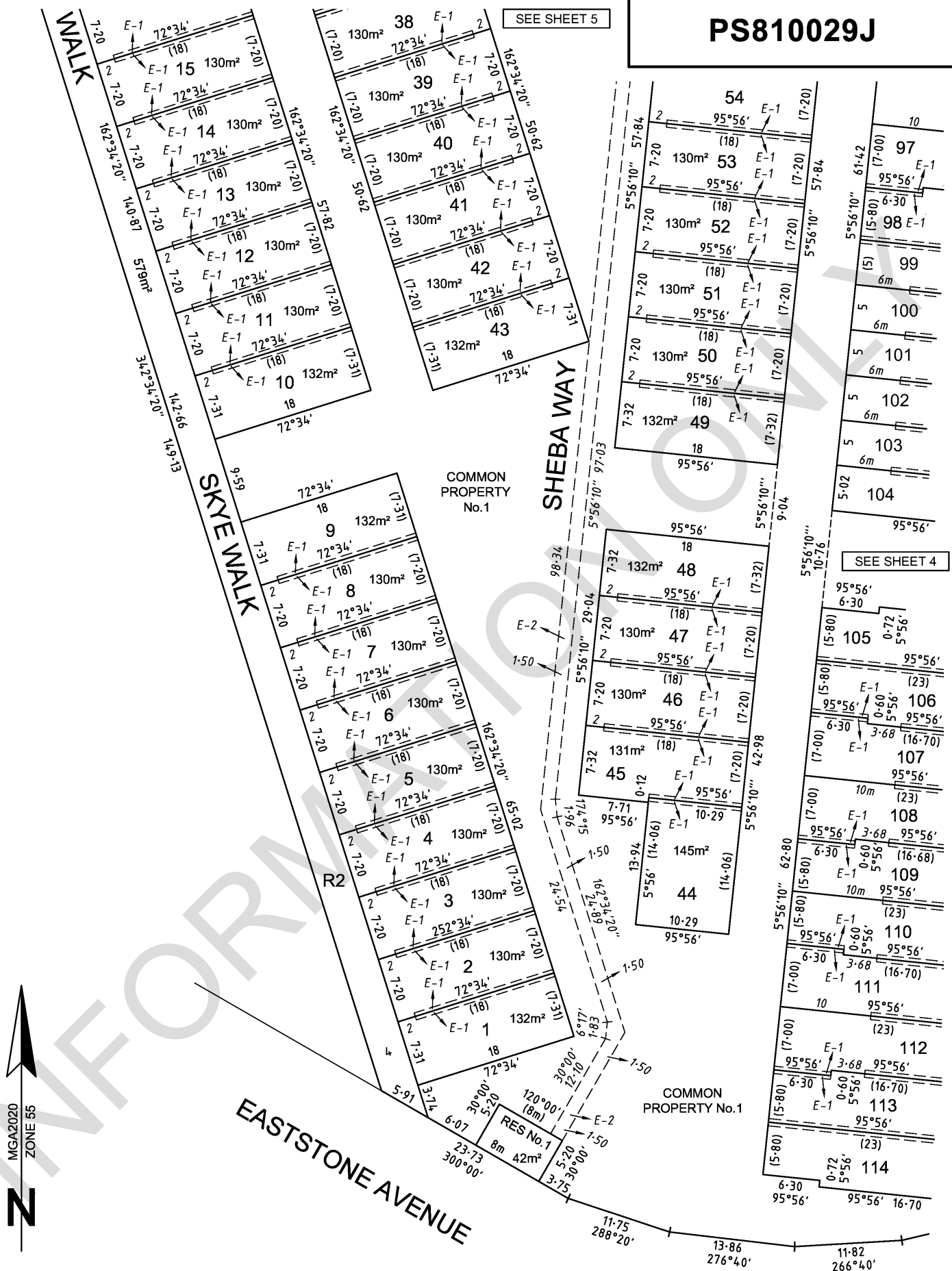


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SHEET 2

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SPEAR Ref: S125312E



Amended by: Rodney Olsen, Licensed Surveyor 12/01/2021.

PS810029J

SEE SHEET 6

SEE SHEET 3

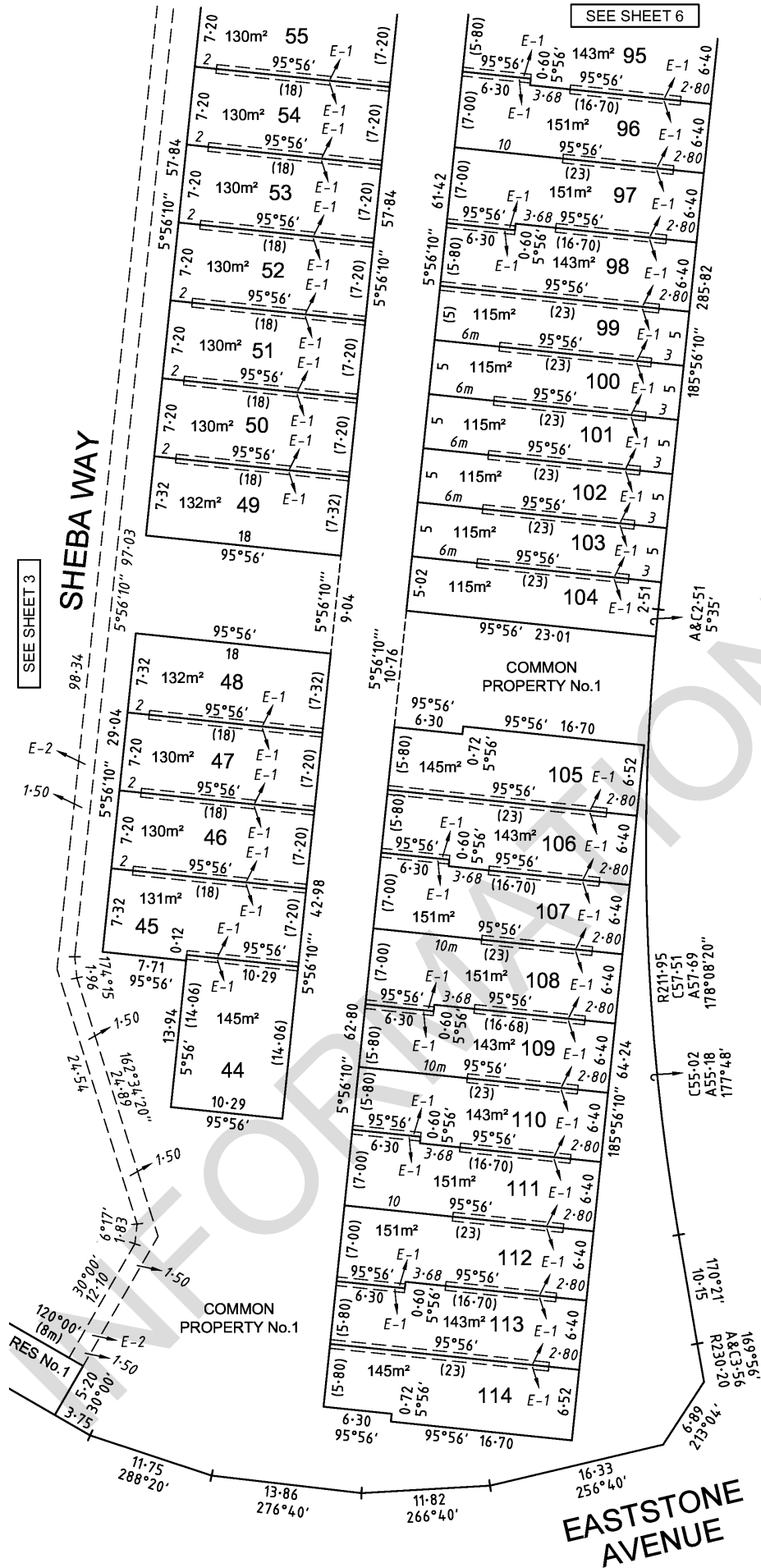
SHEBA WAY

EDGARS ROAD

EASTSTONE AVENUE

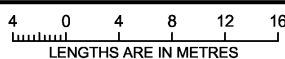


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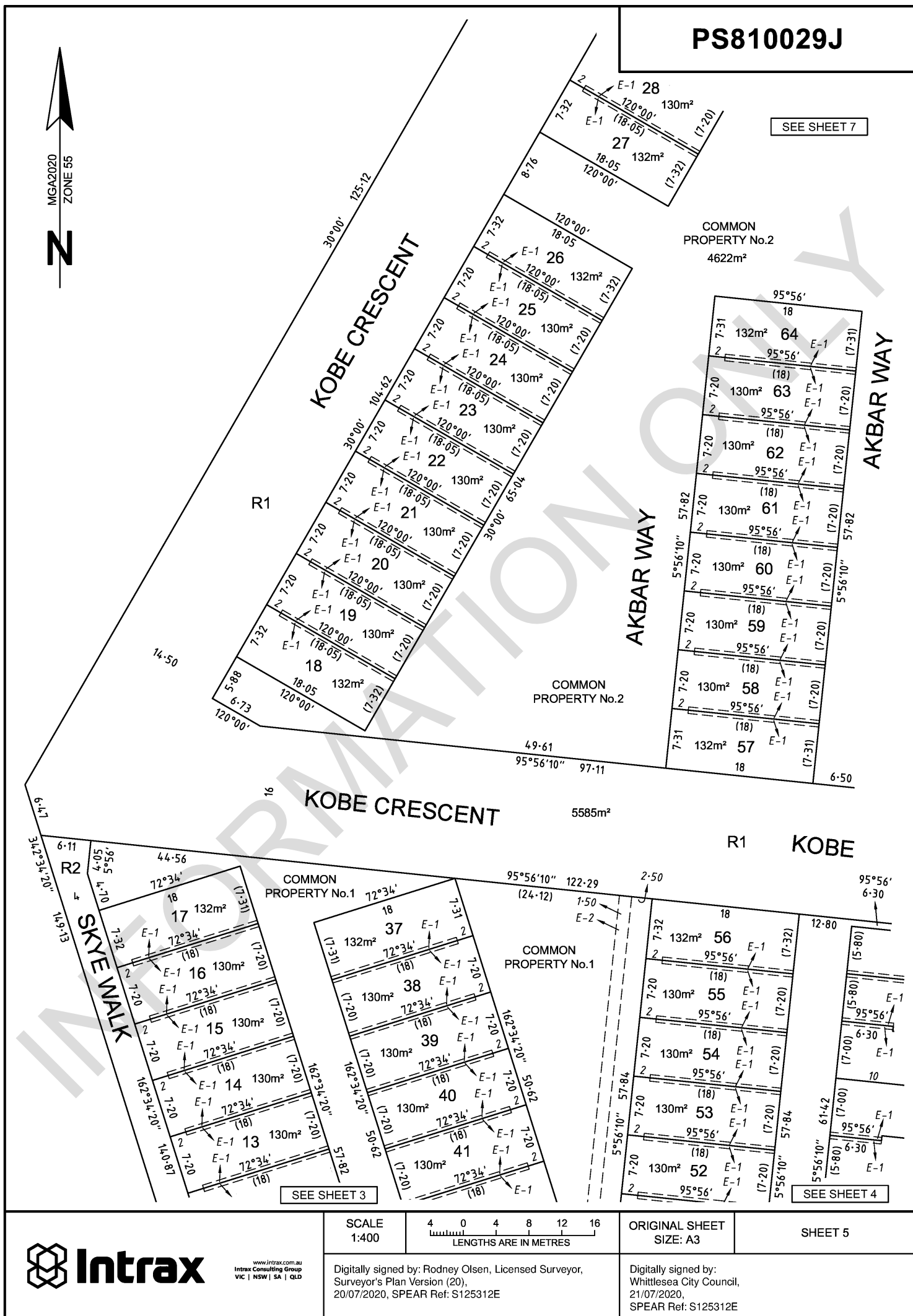


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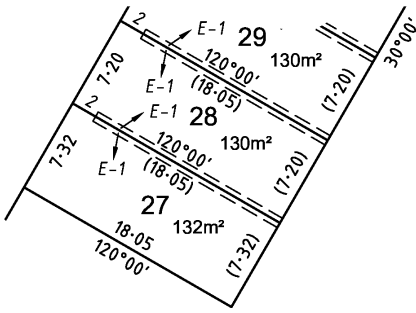
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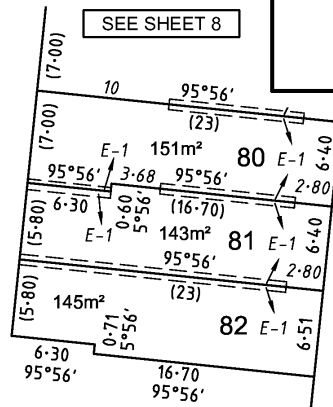
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21/07/2020,
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COMMON
PROPERTY No.2
4622m²



SEE SHEET 5

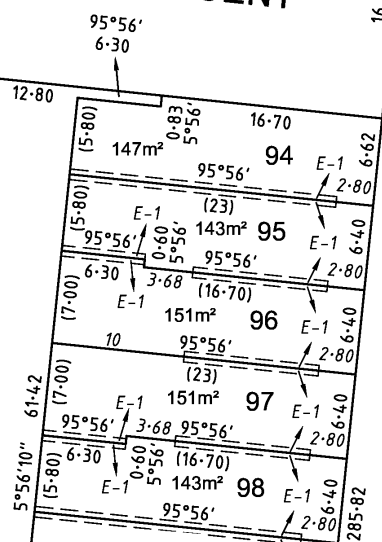
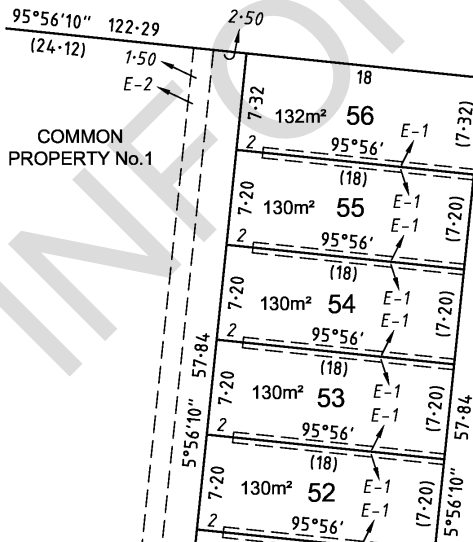
AKBAR WAY

AKBAR WAY

EDGARS ROAD

COMMON
PROPERTY No.2

R1 KOBE CRESCENT

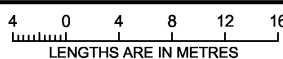


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SHEET 6

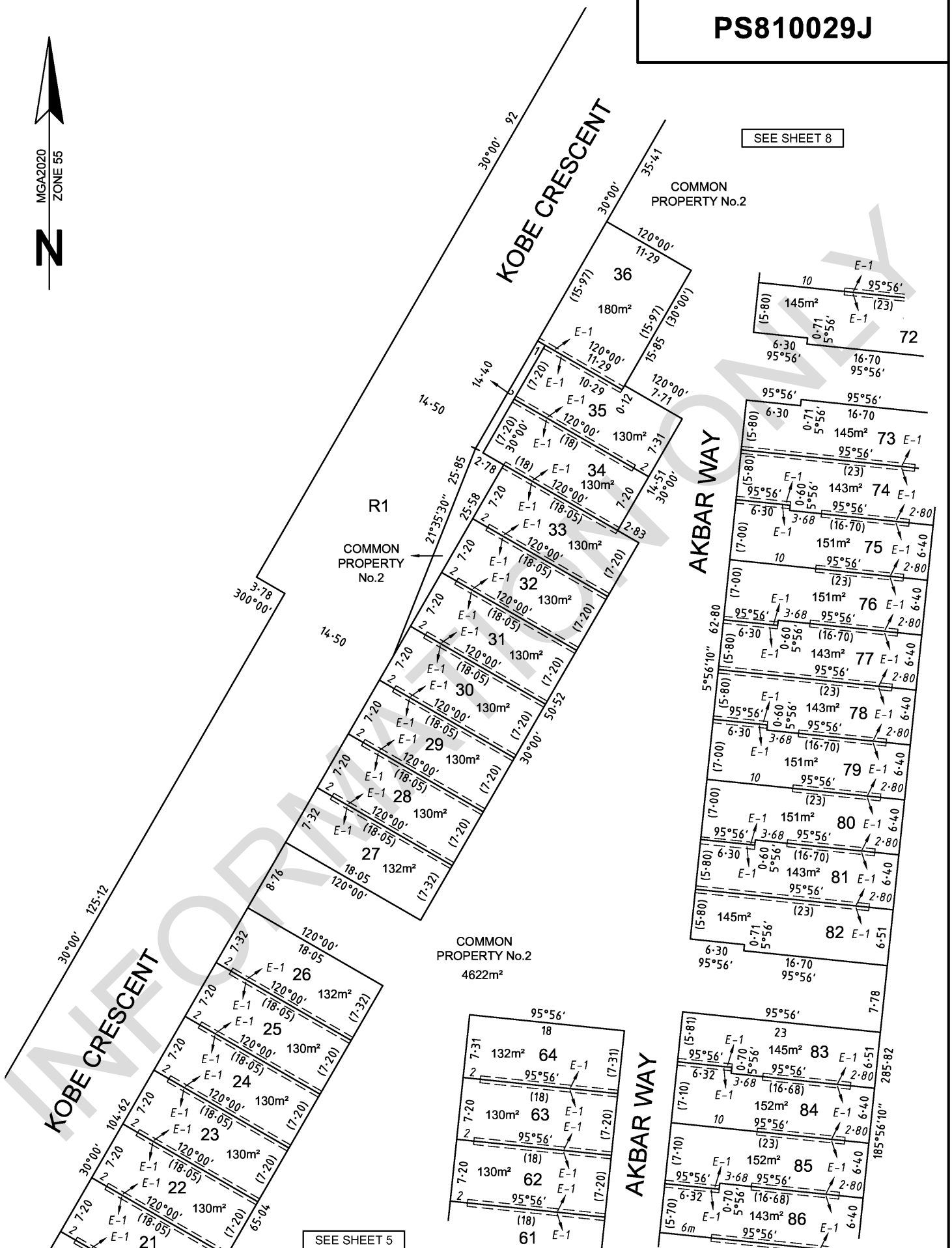
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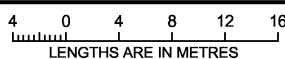


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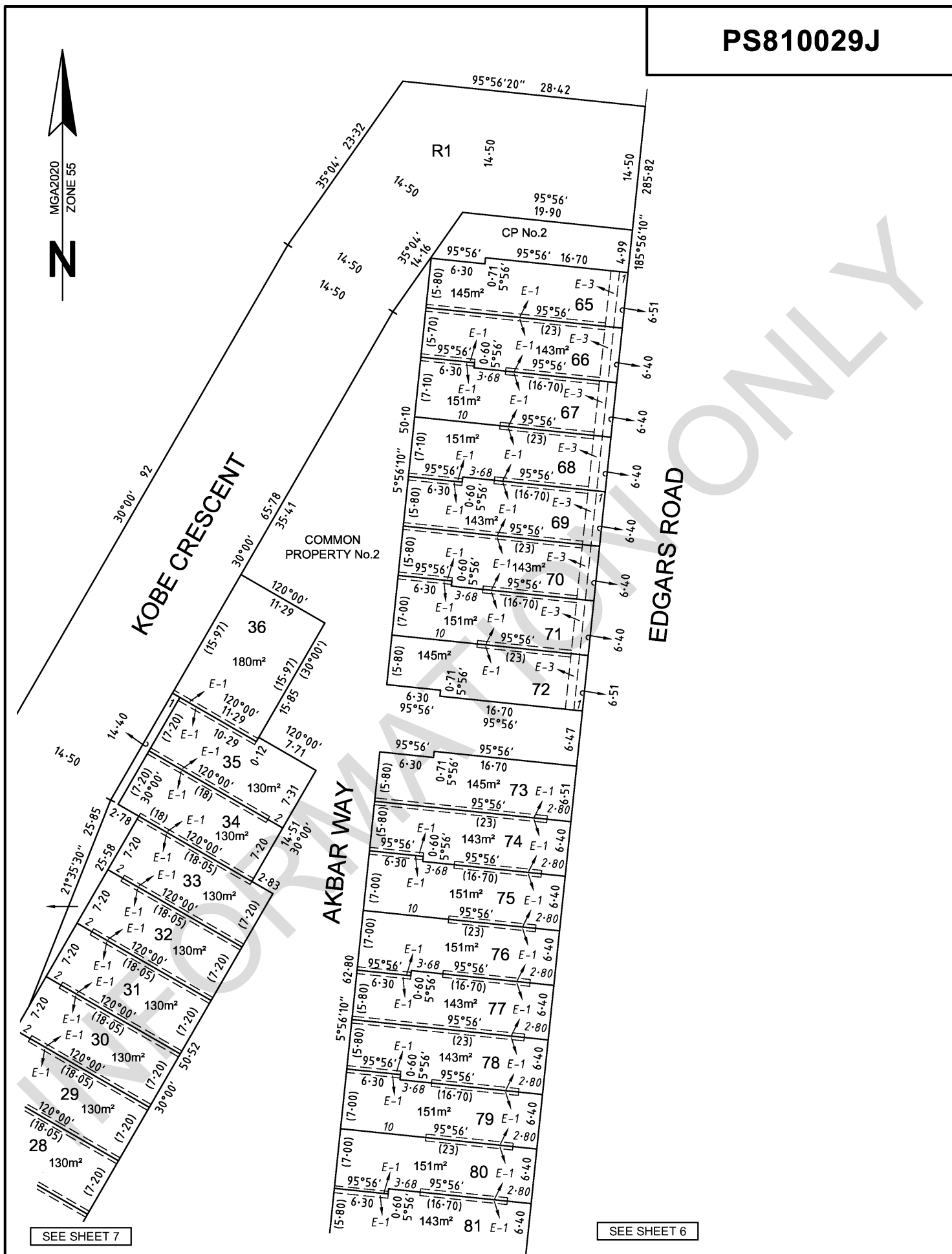
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SHEET 7

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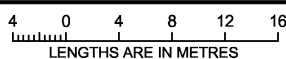
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Application to record covenant

Section 88(1) Transfer of Land Act 1958

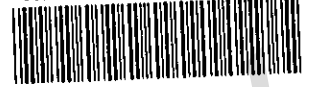
11 SEP 2013

WITHDRAWN

AK514426Q

AK704499C

08/11/2013 \$75.30 88E



Lodged by: ~~Minter Ellison~~ Lander and Rogers

Name: ~~Attn: Reagan Thackwray~~ LGA: LW: 2023581

Phone: ~~03-8608-2180~~ + 61 3 9269 9357

Address: ~~Level 23, 525 Collins Street, Melbourne VIC 3000~~ Level 12, 600 Bowke Street, Melbourne, 3000

Reference: ~~REF ANS-30-7353837~~ Lisa Gaddie

Customer Code: 781Q 1091M

The applicant applies for the recording in the Register of the covenant in relation to the burdened land.

Burdened land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 folio 613

Applicant: *(full name and address including postcode)*

Urban Renewal Authority Victoria, 710 Collins Street, Docklands VIC 3000, Attention: Chief Executive Officer

Benefited land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 765

Covenant: *(describe the Instrument creating covenant)*

Deed of Restrictive Covenant between the Urban Renewal Authority Victoria (as vendor) and Coles Group Property Developments Limited (as purchaser) dated

Date: 5 August, 2013

Signature of applicant

Or

Signature of Australian Legal Practitioner under the *Legal Profession Act 2004* for applicant

Or

Signature of Licensed Conveyancer under the *Conveyancers Act 2006* for applicant

Reagan Erle Thackwray
Senior Associate, Minter Ellison
Level 23, 525 Collins Street
Melbourne VIC 3000

An Australian Legal Practitioner
within the meaning of the
Legal Professions Act 2004

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08/11/2013 \$75.30 88E



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~~AK704499C~~

08/11/2013

\$75.30

88E



Deed of Restrictive Covenant

Aurora Northern Town Centre, Cnr
Edgars Road and Harvest Home Road,
Epping North, Victoria

Urban Renewal Authority Victoria (**Vendor**)

Coles Group Property Developments Limited (**Purchaser**)

MinterEllison

| L A W Y E R S

AK704499C

08/11/2013 \$75.30 88E



Deed of Restrictive Covenant

Aurora Northern Town Centre, Cnr Edgars Road and Harvest Home Road, Epping North, Victoria

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08/11/2013 \$75.30 88E


Information table

Date 5 August 2013

Parties

Name **Urban Renewal Authority Victoria**
 Short form name **Vendor**
 Notice details 710 Collins Street, Docklands VIC 3000
 Attention: Chief Executive Officer

Name **Coles Group Property Developments Limited ACN 004 428 326**
 ACN 004 428 326
 Short form name **Purchaser**
 Notice details Level 3, 800 Toorak Road, Hawthorn East VIC 3123
 Attention: Head Legal Counsel - Property

Items

Item 1 Benefitted Land All of the land contained in certificate of title volume 11429 folio 765 being Lot AJ on Plan of Subdivision 712956N

Item 2 Burdened Land All of the land contained in certificate of title volume 11429 folio 613 being Lot F on Plan of Subdivision 626293R

Item 3 Contract A contract of sale dated 20 June 2013 between the Urban Renewal Authority Victoria as vendor and Coles Group Property Developments Limited ACN 004 428 326 as purchaser of the Benefitted Land.

AK704499C



Background

- A The Vendor was established by the *Victorian Urban Development Authority Amendment (Urban Renewal Authority Victoria) Act 2011* (Vic).
- B The Vendor is the registered proprietor of the Burdened Land.
- C The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Benefitted Land, on the terms and conditions contained in the Contract.
- D In accordance with Special Condition 31.4 of the Contract, the Vendor covenants to restrict the Burdened Land on the terms contained in this deed for the benefit of the Benefitted Land.

Agreed terms

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1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Board means the Coles Divisional board.

Coles Supermarket Opening Date means 2 years from the date that approval to undertake the Development Works is granted by the Board.

Development means the planning, design, development, construction and commissioning on the Benefitted Land of at least 5,000sqm of predominantly retail space and associated services which includes:

- (a) supermarket and associated loading infrastructure;
- (b) speciality stores;
- (c) streetscape, landscape and street furniture; and
- (d) associated car parking,

in accordance with the Contract.

Development Works means the works to be carried out by the Purchaser to complete the Development in accordance with the Contract.

Gross Lettable Area means gross lettable area as calculated in accordance with the Property Council of Australia Limited Method of Measurement 1997 revision.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Restriction Period means the period commencing from 20 June 2013 and expiring on the first to occur of:

- (i) 31 December 2017;
- (ii) 12 months after the Coles Supermarket Opening Date, if both of the following have occurred:
 - (a) the Board approves the Purchaser undertaking the Development Works and also resolves to achieve Practical Completion of the Development Works and open the Coles supermarket for trade by the Coles Supermarket Opening Date; and
 - (b) the Purchaser fails to use best endeavours to achieve Practical Completion of the Development Works and open the Coles supermarket for trade by the Coles Supermarket Opening Date; and
- (iii) 30 September 2016, if the Board has not given approval by this date to the Purchaser undertaking the Development Works;
- (iv) 15 May 2017, if the Board has given approval to the Purchaser to undertake the Development Works and the Purchaser has not commenced the Development Works by this date;

- (v) the date on which the Purchaser nominates a substitute or additional purchaser or assigns or transfers all or any part of its rights or obligations under the Contract to a party that is not a Related Body Corporate where after the relevant dealing:
 - (a) the original Purchaser is no longer bound by the Contract; and/or
 - (b) the Purchaser would not be considered by a reasonable person to be the principal developer of the Development; and
- (vi) the date that the Contract is lawfully terminated by the Vendor or the Vendor exercises its rights to buy-back the Land under the Contract.

Practical Completion has the meaning given in the Contract.

Restricted Development means any development of speciality tenancy retail stores on the Burdened Land with a Gross Lettable Area in excess of 300 square metres (in aggregate).

Restrictive Covenant has the meaning given in clause 2(a).

Stage 2 Land has the meaning given to it in the Contract.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) any words or expressions used in this deed, which are not defined in this deed but which are defined in the Contract have the same meaning in this deed;
- (b) words or expressions used in this deed, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this deed;
- (c) headings are for ease of reference and do not affect the meaning of this deed;
- (d) the singular includes the plural and vice versa and a gender includes another gender;
- (e) other grammatical forms of defined words have corresponding meanings;
- (f) a reference to:
 - (i) the Information table; or
 - (ii) a clause, paragraph, schedule, or annexure,
 is to:
 - (iii) the Information table in;
 - (iv) a clause or paragraph of; or
 - (v) a schedule or annexure to,
 this deed;
- (g) a reference to this deed includes the Information table and any schedule or annexure;
- (h) a reference to this deed or any other document includes a reference to it as novated, altered or replaced;
- (i) a reference to anything is a reference to the whole and each part of it;
- (j) a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns;
- (k) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

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- (l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (m) an agreement, representation or warranty in favour of two or more persons is in favour of them jointly and severally;
- (n) an agreement, representation or warranty made by two or more persons binds them jointly and severally; and
- (o) **including** (in any form) or **such as** when introducing a list of items does not limit the meaning of the word to which the list relates to those items or to items of a similar kind.

1.3 Governing law

The law of the Victoria governs this deed.

2. Restrictive Covenant

- (a) The Vendor covenants with the Purchaser from 20 June 2013 that during the Restriction Period the Vendor will not undertake or permit any works to be undertaken on the Burdened Land for a Restricted Development (**Restrictive Covenant**). L52
- (b) The parties intend that the Restrictive Covenant will be annexed to and run at law and equity with the Burdened Land and, subject to clause 3, will bind the Vendor and its successors, transferees and permitted assigns and the registered proprietor for the time being of the Burdened Land and any part of the Burdened Land and the Purchaser and its successors, transferees and permitted assigns and the registered proprietor for the time being of the Burdened Land and any part of the Burdened Land. L52
- (c) If during the Restriction Period the Vendor sells or transfers the whole or any part of the Stage 2 Land to another person other than the Purchaser where the Purchaser exercises its rights under Special Condition 31.5 of the Contract (Right of First Refusal), it must procure from that person a covenant on terms acceptable to the Purchaser (acting reasonably) in favour of the Purchaser to the same effect as this deed including the obligation under this clause 2(c) to obtain a purchaser deed if that person on-sells. L52
- (d) The Vendor acknowledges that it has received consideration from the Purchaser for the granting of the Restrictive Covenant. L52

3. Removal of Restrictive Covenant

- (a) The parties acknowledge and agree that the Restrictive Covenant endures only for the duration of the Restriction Period and on expiration of the Restriction Period the Restrictive Covenant is automatically extinguished and of no further force and effect. On expiration of the Restriction Period, the Purchaser must do all things reasonably necessary, including sign all documents, to enable the Vendor to remove this deed from the title to the Burdened Land.

The parties acknowledge and agree that this Restrictive Covenant will be annexed to and run at law and equity with the Burdened Land despite any subdivision of the Burdened Land provided that where the Burdened Land is subdivided:

- (i) the Vendor must not do anything to remove the Restrictive Covenant from the Stage 2 Land prior to the expiry of the Restriction Period; and
- (ii) the Purchaser must do all things reasonably necessary, including sign all documents, to enable the Vendor to remove this deed from the title of any part of the subdivided land that does not comprise the Stage 2 Land contemporaneously with registration of the relevant plan of subdivision (such that no subdivided part



of the Burdened Land is encumbered with the Restrictive Covenant other than the Stage 2 Land). For the avoidance doubt this Restrictive Covenant will be annexed to and run at law and equity with the Stage 2 Land at all times until the expiration of the Restriction Period.

- (c) The Purchaser acknowledges that the Burdened Land forms part of the development and construction of the Aurora Project by the Vendor, and that this deed is read in conjunction with and consistent with special condition 29 of the Contract.

4. Goods and Services Tax

4.1 Consideration is GST exclusive

Any consideration to be paid or provided to for a supply made under or in connection with this deed, unless specifically described in this deed as **GST inclusive**, does not include an amount on account of GST.

4.2 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is imposed (not being a supply the consideration for which is specifically described in this deed as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this deed but for the application of this clause 3 (**GST Exclusive Consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST Exclusive Consideration multiplied by the prevailing rate of GST (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

4.3 Reimbursements (net down)

If a payment to a party under this deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group of which that party is a member, is entitled for that loss, cost or expense.

4.4 Tax invoices

The Recipient need not make a payment for a taxable supply made under or in connection with this deed until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

4.5 Adjustments

If an adjustment event occurs in relation to a taxable supply made under or in connection with deed then the consideration payable in respect of the supply shall also be adjusted as follows:

- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
- (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 4.5 will be made within 5 Business Days of the issuing of an adjustment note or an amended tax invoice, as the case may be. If the adjustment



event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as the Supplier becomes aware of the adjustment event.

5. Costs, duty and fees

5.1 Costs

The parties must each pay their own legal and other costs arising from this deed including preparing, negotiating and executing this deed.

5.2 Duty and fees

The Purchaser must pay the duty and registration fees (if any) arising out of this deed.

6. General

6.1 Severance of invalid and other provisions

If any provision of this deed is void, voidable, unenforceable or illegal, then that provision is to be severed from this deed and the remainder of this deed will continue with full force and effect.

6.2 Waiver and variation

A waiver or variation of any provision of or a right under this deed must be in writing signed by the party entitled to the benefit of that provision or right.

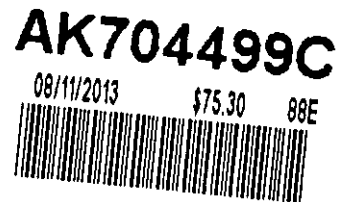
6.3 Further assurances

The parties must each do everything the other reasonably requires to:

- (a) bind the parties under this deed;
- (b) allow the other to exercise a right under this deed;
- (c) give full effect to this deed;
- (d) register this deed (including in the case of the Vendor placing the relevant titles on production); and
- (e) remove this deed from the register following expiration of the Restriction Period.

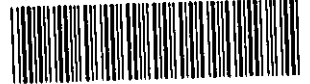
6.4 Counterparts

This deed may consist of a number of counterparts.



AK704499C

08/11/2013 \$75.30 88E



Signing page

EXECUTED as a deed.

Date of signing by the Vendor: 26 / 07 /20 13

Executed for and on behalf of the **Urban Renewal Authority Victoria** under delegation of the Board in accordance with section 11 of the *Urban Renewal Authority Victoria Act 2003* (Vic):

Signature of

DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER

Name of (print)



←
Peter Armstrong
General Manager

Date of signing by the Purchaser: 5 / 8 /2013

Executed by **Coles Group Property Developments Limited** by being signed, sealed and delivered by its attorney under power of attorney dated 29 August 2011 who declares that they have no notice of revocation of the power of attorney in the presence of:

Signature of witness

JAMIE TREVOR BOLIC
An Australian Legal Practitioner
within the meaning of the Legal
Practice Act 2004
Name of witness (print)

Signature of attorney

←
Director, Property
Class 'A' Attorney.

GREGORY ROBERT CHUBB

Name of attorney (print)

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Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P



Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:5227055

Customer Code: 1167E

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

Land: Volume 10776 Folio 057, Volume 10728 Folio 557, Volume 10716 Folio 293, Volume 10104 Folio 491, Volume 9075 Folio 530, Volume 9497 Folios 457 and 458, Volume 8816 Folio 666, Volume 8957 Folio 491 and part of Volume 9457 Folio 951 and Volume 10799 Folio 539 and more particularly being the area shown as hatched on the attached plan marked "A" ^{being part of lots 1 & 2 on PS 518235K} and more particularly being the area shown as hatched on the attached plan marked "B" ^{being part of lot 1 on PS 518235K} and more particularly being the area shown as hatched on the attached plan marked "C".

Authority: Whittlesea City Council of Municipal Offices, Ferres Boulevard, South Morang

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

A copy of the agreement is attached to this application

Signature for the Authority:

[Handwritten Signature]

2

Name of officer:

DAVID TURNBULL

Office held:

CEO

Date:

14/3/08

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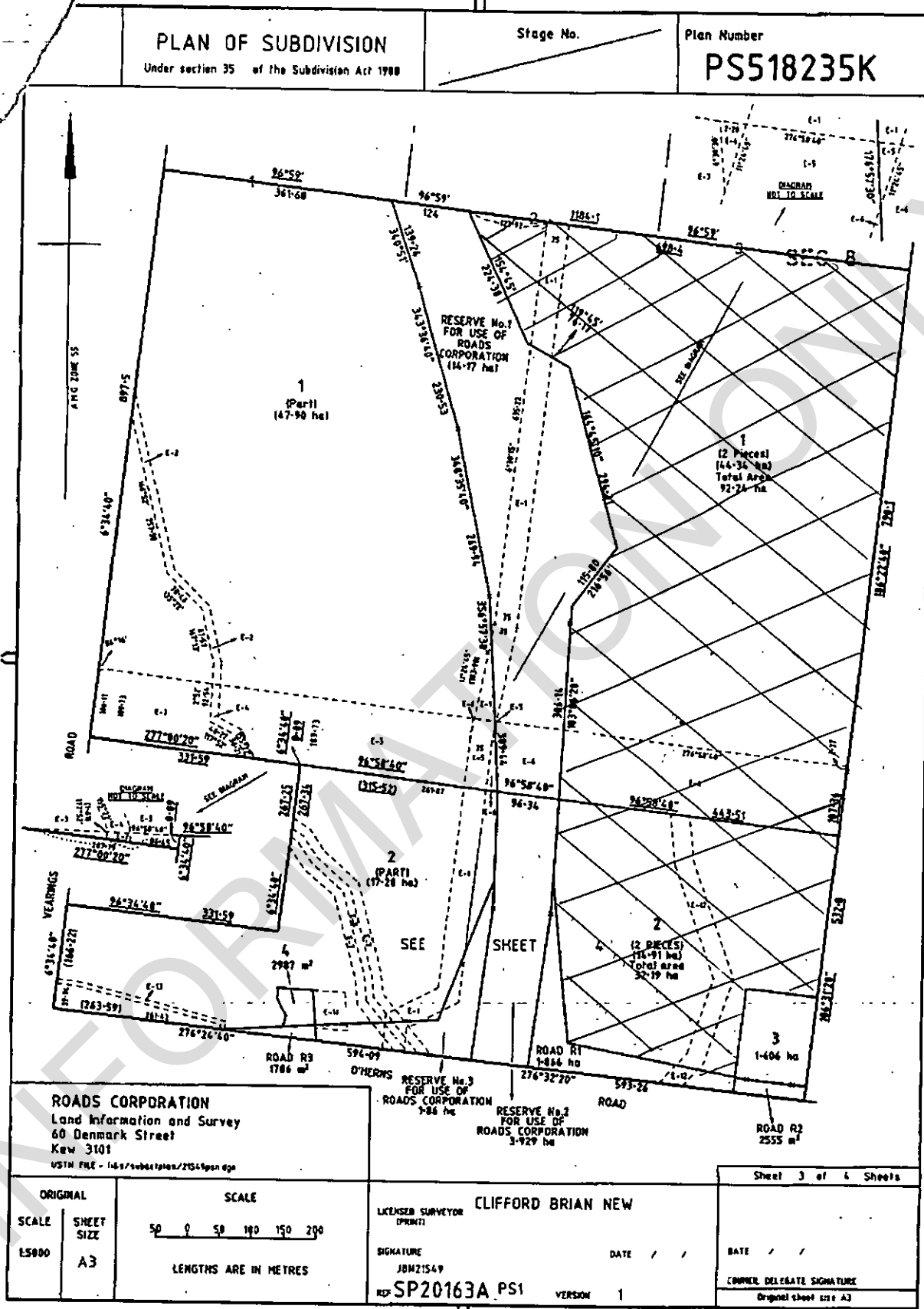
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INFORMATION ONLY

LANDATA®, Land Registry timestamp 14/11/2007 12:49 Page 3 of 5



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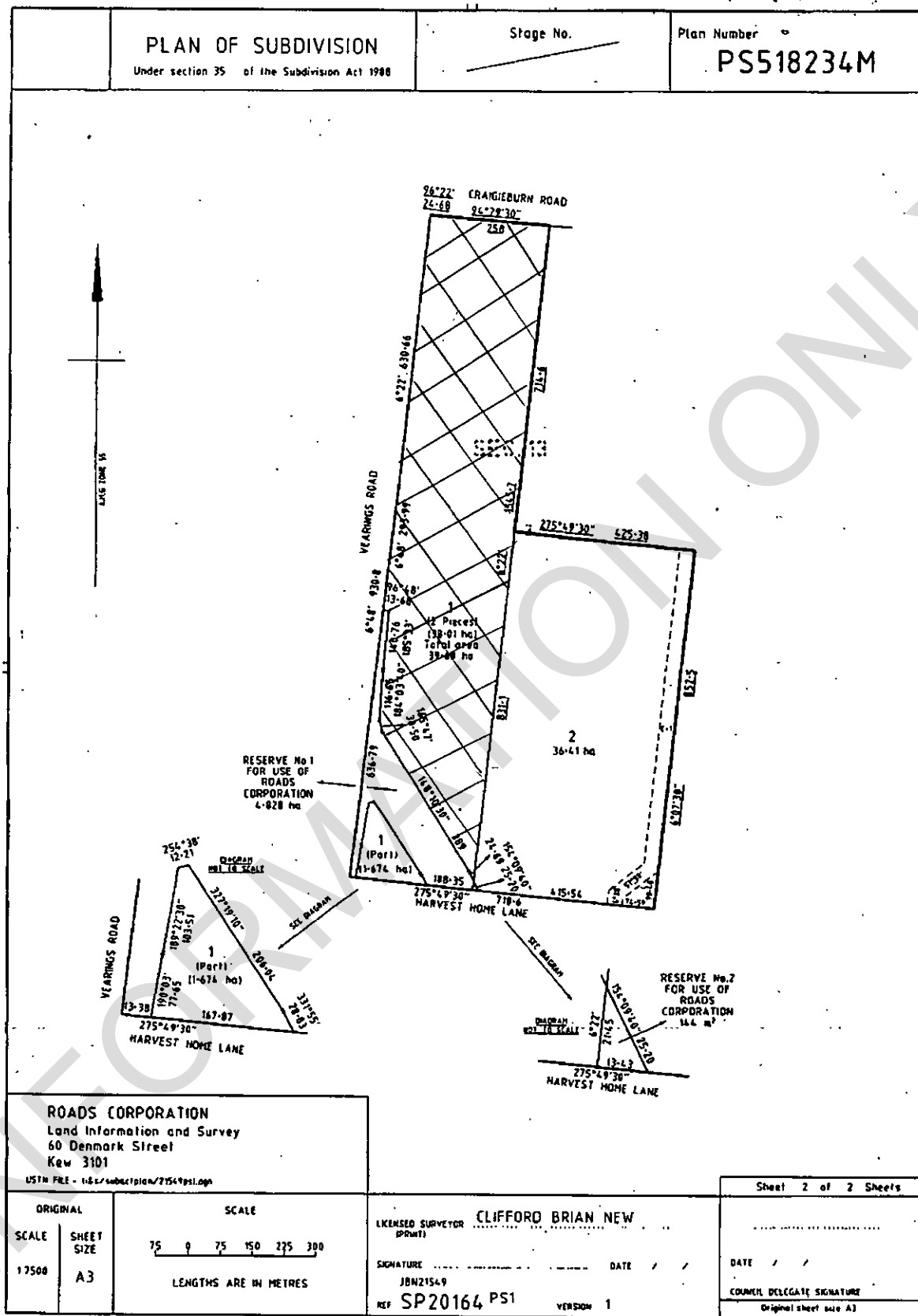
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"B"

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"C"

| | | | | |
|--|--------------------|---|--|--|
| <h2 style="margin: 0;">PLAN OF SUBDIVISION</h2> | | <p>LR use only</p> <h2 style="margin: 0;">EDITION</h2> | | |
| <p>Location of Land</p> <p>Parish: WOLLERT</p> <p>Township: -</p> <p>Section: 8</p> <p>Crown Allotment: -</p> <p>Crown Portion: 4</p> <p>Title References</p> <p>C/T VOL 10673 FOL 806 VOL 10673 FOL 807</p> <p>Last Plan Reference: TP813147X</p> <p>Postal Address: 365 HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076</p> <p>MGA Co-ordinates E 323765 (Of approx. centre of plan) N 5833875 Zone 55</p> | | <p>Council Certification and Endorsement</p> <p>Council Name: Whittlesea City Council Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6/...../..... This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p> | | <p><u>LR use only</u></p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input type="checkbox"/></p> <p>Date: / /</p> <hr/> <p><u>LR use only</u></p> <p>PLAN REGISTERED TIME</p> <p>Date: / /</p> <p>Assistant Registrar of Titles.</p> <hr/> <p>Notations</p> <p>Depth Limitations: NIL</p> <p>Survey: This plan is not based on survey.</p> <p>This survey has been connected to permanent marks no(s) -</p> <p>In Proclaimed Survey Area no -</p> |
| <p>Easement Information</p> | | | | |
| <p>Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p> | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/in Favour Of |
| A-1 | Carriageway | 6.40 | Vol 5750 Fol 826 | Land in Vol. 5750 Fol. 826 |
| E-1 | Sewerage | See Diag | This Plan | Lot A In this plan |
| E-2 | Powerline | 14 | This Plan-Sect 88 of the Electricity Industry Act 2000 | TXU Electricity Ltd |
| E-3 | Electricity Supply | 1.50 | This Plan | Lot A in this plan |

ENLARGEMENT NOT TO SCALE

Coomes Consulting Group Pty Ltd
contact@coomes.com.au coomes.com.au
24 Albert Road PO Box 305 South Melbourne Victoria 3205
T 81 3 9983 7858 F 81 3 9982 7829

coomes consulting

SCALE

100 0 100 200 300 400

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:10000 A3

LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy

SIGNATURE _____

REF: 3604-24

VERSION 3

DATE 21/5/2023

FILE NAME: 3604p24.dwg
FILE LOCATION: P:\PROJ\Subdivisions\3604-24\3604-24 SUBDIVISION.dwg
LAYOUT NAME: Layout1
SAVE DATE: Thu, 17 May 2023 10:32 LAST SAVED BY:

Sheet 1 of 1 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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10/04/2008 \$187



Maddocks

Date **2 Nov** /2007

AF771740P



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

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Aurora Estate

Purpose: Development Levies

Whittlesea City Council

and

Victorian Urban Development Authority

Interstate office
Sydney

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

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 2 Nov /2007

AF771740P



BETWEEN

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

(Council)

AND

Victorian Urban Development Authority
of Level 12, 700 Collins Street, Docklands

(Owner)

RECITALS

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

THE PARTIES AGREE

1. DEFINITIONS

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

1st Oval means the sporting oval marked 'AS01' on Figure 4 of the Development Contributions Plan.

2nd Oval means the sporting oval shown in yellow within the site marked as 'P-12 school' on Figure 5 of the Development Contributions Plan.

3rd Oval means the sporting oval shown on Figure 4 of the Development Contributions Plan cross-hatched in green and directly adjacent to the 1st Oval.

Act means the *Planning and Environment Act 1987*.

Accommodation Units has the meaning given in section 6.10 of the Development Contributions Plan.

Actual Yield means the number of Accommodation Units constructed, or able to be constructed, within the part of the ADP2 Area which has been subdivided for urban purposes.

Additional Area means the land shown as areas A, B and C in Figure 6 of the Development Contributions Plan, Cotters Lane, Vearings Road and part of Harvest Home Road.

ADP2 Area means the area shown in Figure 2 of the Development Contributions Plan.

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

Amendment means Amendment C41 to the Planning Scheme.

Approval Date is the date on which a notice of approval of the Amendment is published in the Government Gazette.

Concept Plans means plans showing preliminary siting, layout, floor plans, perspectives, elevations and landscaping.

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

Construction Cost means the figure identified for a particular Infrastructure Project in Column 5 of Table 2 of the Development Contributions Plan plus, in respect of Infrastructure Projects identified in the Development Contributions Plan as 'Community Activity centres', the cost of providing up to an additional 10 car parking spaces if those parking spaces are shown on Working Drawings determined pursuant to clause 3.5.5 of this Agreement.

Contribution Portion means 31.96% of the Transport Corridor Land.

Development Contributions Plan means 'Aurora Development Plan 2 – Development Contributions' dated November 2007 and which is attached to this Agreement and marked with the letter "A" for identification but subject to amendments made pursuant to clause 4 of this Agreement.

Development Plan means a development plan approved by the Council pursuant to Schedule 23 to the Development Plan Overlay of the Planning Scheme.

Development Levy and Development Levies mean the amount or amounts determined in accordance with Table 5 of the Development Contributions Plan to be attributable to VicUrban.

Draft Development Plan means the document entitled *Aurora Development Plan: Part 2, June 2006* which was exhibited for information purposes with the Amendment.

Expected Yield means 18 Accommodation Units per hectare of the Net Developable Area of land which has been subdivided for urban purposes.

Infrastructure Project means any infrastructure project listed in the Development Contribution Plan.

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



Net Developable Area has the same meaning as set out in the Development Contributions Plan.

New Lot means the following lot which will be created after the Approval Date:

- proposed Lot 6 on PS 608862E which is currently part of Lot 3 on PS 511685P and part of PC364273U.

Non-Road Projects means VicUrban Infrastructure Projects which are not Road Infrastructure Projects.

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

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

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

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

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

Pro Rata Amount means $\text{Construction Cost} \times \text{Actual Yield/Expected Yield}$

Project Land means any land which is required for an Infrastructure Project excluding the Open Space Land and the Transport Corridor Land.

Road Infrastructure Projects means VicUrban Infrastructure Projects which involve the construction of roads or intersections.

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

Shared Cost Projects means VicUrban Infrastructure Projects in respect of which only part of the total Construction Cost is attributed to VicUrban in Table 5 of the Development Contributions Plan.

Subject Land means the land referred to or described in the Certificate(s) of Title set out in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Transport Corridor Land means land required for the Infrastructure Project identified in Table 2 of the Development Contributions Plan as PT01, which is shown illustratively as 'Transit Corridor' in Figure 3 of the Development Contributions Plan.

VicUrban means the Victorian Urban Development Authority constituted under the *Victorian Urban Development Authority Act 2003*

VicUrban Amount means, for a VicUrban Infrastructure Project, the amount identified in column 3 of Table 5.



VicUrban Infrastructure Projects means Infrastructure Projects identified in Table 5 of the Development Contributions Plan as attributable, or partly attributable, to VicUrban.

Working Drawings means detailed architectural design plans including detailed structural, electrical, hydrological, mechanical and landscaping plans.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

3.1 Development Contributions

- 3.1.1 The Owner shall make development contributions to Council, to the value of the Development Levy, in respect each part of the Subject Land subdivided or developed for urban purposes. For the avoidance of doubt, where development contributions have been made upon the subdivision of any part of the Subject Land, no further contributions shall be made upon the development of that part of the Subject Land.
- 3.1.2 the development contributions made by the Owner pursuant to clause 3.1.1 shall be in the form of:

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- 3.1.2.1 transfer to Council of the Project Land and the Open Space Land in accordance with clause 3.2;
- 3.1.2.2 transfer to the Department of Infrastructure of the Contribution Portion of the Transport Corridor Land in accordance with clause 3.3;
- 3.1.2.3 construction and delivery of all Road Infrastructure Projects in accordance with clause 3.4; and
- 3.1.2.4 in respect of Non-Road Projects, construction and delivery of projects in accordance with clause 3.5.2 or, if clause 3.5.7 applies, cash payments in accordance with clause 3.5.7.
- 3.1.3 the value of each development contribution identified in clause 3.1.2 shall be determined for the purposes of clause 3.1.1, in accordance with Table 5 of the Development Contributions Plan.

3.2 Open Space Land and Project Land transfers

- 3.2.1 the Owner must transfer to or vest in Council the amount of unencumbered Open Space Land (passive and active) specified in columns 11 and 12 of Table 4 of the Development Contributions Plan in respect of the Subject Land;
- 3.2.2 the location and distribution of the area of the active unencumbered Open Space Land specified in Table 4 of the Development Contributions Plan to be transferred to or vested in Council must be:
 - 3.2.2.1 in accordance with the Development Plan applying in respect of the Subject Land; and
 - 3.2.2.2 in accordance with section 4.2 of the Development Contributions Plan; and
 - 3.2.2.3 generally in accordance with Figure 4 of the Development Contributions Plan;
- 3.2.3 the location and distribution of the area of the passive unencumbered Open Space Land specified in Table 4 of the Development Contributions Plan to be transferred to or vested in Council must be consistent with the objectives and standards set out in clause 56 of the Planning Scheme;
- 3.2.4 if the Owner and Council agree that, to accord with the provisions of clause 56.05-2 of the Planning Scheme in relation to small parks, land should be provided for open space purposes which is additional to that specified in Table 4 of the Development Contributions Plan, the Owner will not be entitled to any credit or payment under this Agreement in respect of that additional land;
- 3.2.5 subject to this Agreement, the Owner must at a time specified in this Agreement, transfer to or vest in Council the Project Land;
- 3.2.6 any Project Land must be transferred to or vested in Council at such time that:

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- 3.2.6.1 the land is sought to be subdivided; or
- 3.2.6.2 at a time that approximately accords with the time set out in the Development Contributions Plan for the carrying out of the Infrastructure Project; and/or if there is no time specified
- 3.2.6.3 when Council advises the Owner in writing either as a condition of a planning permit or otherwise that the Project Land must be transferred to or vested in Council -

whichever is the earliest.

3.2.7 subject to clause 4, this Agreement fixes land values for Open Space Land and Project Land for the purposes of determining the land cost of any Infrastructure Project and paying compensation to the Owner in respect of any land required for any Infrastructure Project and for the purposes of giving effect to this Agreement, Council may to the extent that it is necessary to do so, impose on any relevant planning permit a condition providing that no compensation is payable under Part 5 of the Act in respect of anything done under the permit or setting out -

- 3.2.7.1 the circumstances in which compensation will be paid for anything done under the permit; and
- 3.2.7.2 the amount, or the method of determining the amount, of compensation payable;

3.3 Transport Corridor land

3.3.1 subject to this Agreement, the Owner must transfer to, or vest in, the Department of Infrastructure the Contribution Portion of the Transport Corridor Land at such time as the Department of Infrastructure advises the Owner in writing that the Transport Corridor Land is required.

3.3.2 the Council and the Owner acknowledge:

- 3.3.2.1 that the balance of the Transport Corridor Land will be acquired by the Department of Infrastructure by way of a separate agreement between the Owner and the Department of Infrastructure;
- 3.3.2.2 that the determination of appropriate compensation or consideration to be paid by the Department of Infrastructure for the acquisition of the balance of the Transport Corridor Land will also be the subject of the separate agreement between the Owner and the Department of Infrastructure.

3.4 Road Infrastructure Projects

3.4.1 the Owner shall construct and deliver the Road Infrastructure Projects in accordance with the times specified in column 10 of Table 5 of the Development Contributions Plan or at such other time as may be agreed in writing with Council having regard to the staging of the development.

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3.5 Non-Road Projects

- 3.5.1 Non-Road Projects will, unless clause 3.5.7 applies, be provided by the Owner by way of construction and delivery of the Non-Road Project;
- 3.5.2 the Non-Road Projects delivered by the Owner shall:
 - 3.5.2.1 be delivered in accordance with the triggers specified in column 3 of Table 3 of the Development Contributions Plan;
 - 3.5.2.2 be consistent with the project description contained in column 3 of Table 2 of the Development Contributions Plan;
 - 3.5.2.3 subject to clause 3.5.8 contain the components listed in Schedule 3;
 - 3.5.2.4 accord with the Working Drawings determined pursuant to the design process contained in clauses 3.5.3 to 3.5.5 of this Agreement;
- 3.5.3 a design brief for each Non-Road Project shall be determined as follows:
 - 3.5.3.1 The Owner shall prepare a draft design brief for submission to Council;
 - 3.5.3.2 Council may provide to the Owner any comments it has in relation to the draft design brief, within 14 days of the date of its submission by the Owner;
 - 3.5.3.3 The Owner shall, having regard to any comments made by Council pursuant to clause 3.5.3.2 of this Agreement, prepare a final design brief for the Non-Road Project;
- 3.5.4 Concept Plans for each Non-Road Project shall be determined as follows:
 - 3.5.4.1 The Owner shall prepare Concept Plans for submission to the Council;
 - 3.5.4.2 Council may provide to the Owner any comments it has in relation to the Concept Plans, within 14 days of the date of their submission by the Owner;
 - 3.5.4.3 The Owner shall, having regard to any comments made by the Council pursuant to clause 3.5.4.2, prepare final Concept Plans for the Non-Road Project;
- 3.5.5 Working Drawings for each Non-Road Projects shall be determined as follows:
 - 3.5.5.1 The Owner shall engage an appropriately qualified professional to prepare Working Drawings for the Non-Road Project, in accordance with the Concept Plans prepared in accordance with clause 3.5.4;
 - 3.5.5.2 The Owner shall produce Working Drawings which demonstrate, to the satisfaction of the Council, that the Non-Road Project shall be fit for the purpose for which it is intended;
 - 3.5.5.3 Council shall, by the later of the following times, give notice to the Owner in relation to whether the Working Drawings are to the Council's satisfaction:

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- (a) 28 days from the date upon which the Working Drawings are submitted by the Owner; or
- (b) 7 days from the date of the first Ordinary Meeting of Council which is at least 14 days from the date upon which the Working Drawings are submitted by the Owner; and

3.5.5.4 If Council does not give notice within the time specified in clause 3.5.5.3, the Working Drawings shall be taken to be to the Council's satisfaction;

3.5.6 The Owner shall call for tenders for the construction of the Non-Road Project in accordance with the Working Drawings determined pursuant to clause 3.5.5 of this Agreement, and:

- 3.5.5.1. if the Owner receives a tender for the construction of the Non-Road Project for a cost which is no greater than the Construction Cost for that project – the Owner shall cause the Non-Road Project to be constructed and delivered in accordance with the Working Drawings determined pursuant to clause 3.5.5; or
- 3.5.5.2. if the Owner does not receive a tender for the construction of the Non-Road Project at a cost which is no greater than the Construction Cost for that project – the Owner may elect to either:
 - (a) review the design of the Non-Road Project through the submission of amended Working Drawings pursuant to clause 3.5.5 of this Agreement; or
 - (b) construct and deliver the Non-Road Project in accordance with the Working Drawings determined pursuant to clause 3.5.5.

3.5.7 If the trigger point for a Non-Road Project listed in Table 3 of the development Contributions Plan will not be reached, the development contribution in respect of that project shall be in the form of a cash payment calculated in accordance with the Pro Rata Amount.

3.5.8 The Owner agrees that:

- 3.5.5.3. in the course of the preparation of the working drawings under clause 3.5.5 of this Agreement, it shall retain a competent traffic engineer to advise whether each Community Activity Centre as identified in the Development Contributions Plan should be provided with up to an additional 10 car parking spaces,
- 3.5.5.4. if the traffic engineer considers that up to 10 additional car parking spaces should be provided, the working drawings must include those additional car parking spaces.



4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN

The parties agree that:

4.1 Adjustment of costs

- 4.1.1 On 1 July 2008 the Development Contributions Plan shall be reviewed so that the costings within the Development Contributions Plan which are current as at November 2005 are adjusted so as to be made current to 1

July 2008 and for that purpose the adjustment index shall be derived from the Rawlinsons Australian Construction Handbooks current between November 2005 and 1 July 2008.

- 4.1.2 On 1 July 2009 and on each year thereafter the Development Contributions Plan shall be reviewed to adjust construction costs either upwards or downwards by reference to an index derived from Rawlinsons.

4.2 Review of Development Contributions Plan

- 4.2.1 Every fifth year from the Approval Date Council shall, in consultation with VicUrban, review the Development Contributions Plan, including in relation to the costing detail of Infrastructure Projects, the triggers for the delivery of Infrastructure Projects, the sequencing of the delivery of Infrastructure Projects and the continued necessity for Infrastructure Projects;
- 4.2.2 Council may, following a review undertaken pursuant to clause 4.2.1 of this Agreement, propose an amendment to the Development Contributions Plan;
- 4.2.3 The Development Contributions Plan may be amended only with the written agreement of both Council and VicUrban.

5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

- 5.1 VicUrban agrees that notwithstanding the sale of the Subject Land or part thereof to a 3rd party, VicUrban will remain responsible for and must deliver each of the Infrastructure Projects that are located entirely within the Subject Land or that part of the Subject Land and that VicUrban must make and put in place any private contractual arrangements necessary between itself and the 3rd party that is required to give full effect to this obligation.
- 5.2 VicUrban will, in respect of any development contributions delivered pursuant to this Agreement, keep proper records and accounts in accordance with its obligations.
- 5.3 VicUrban agrees that, if it becomes the owner in fee simple of any part of the Additional Area:
- 5.3.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;
- 5.3.2 the part of the Additional Area owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;
- 5.3.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the part of the Additional Area owned by VicUrban in accordance with section 181 of the Act.
- 5.4 VicUrban agrees that when the New Lot has been created and VicUrban has become the owner in fee simple of the New Lot:



- 5.4.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;
- 5.4.2 the New Lot owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;
- 5.4.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the New Lot owned by VicUrban in accordance with section 181 of the Act.
- 5.5 VicUrban agrees that if, after using its best endeavours, Council is unable to reach an agreement with the Department of Education and Early Childhood Development under clause 6.7 of this Agreement:
 - 5.5.1 VicUrban shall provide land for the 3rd Oval which shall, in combination with the 1st Oval be 7.2ha in area, or such lesser amount as may be agreed between the Council and VicUrban;
 - 5.5.2 if the 3rd Oval is provided and impacts on the land available for a Community Activity Centre, VicUrban must also offset the loss of land for the Community Activity Centre by providing sufficient replacement land or space within a building for the Community Activity Centre to Council's satisfaction;
 - 5.5.3 the land provided under clause 5.5.2 will not be offset against any other public open space land or obligations in this Agreement.

6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

- 6.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;
- 6.2 it will apply the Development Levies received pursuant to this Agreement for the purposes described in this Agreement;
- 6.3 it will deal with the funds received pursuant to this Agreement on the same basis as it deals with funds received under an Approved Development Contributions Plan;
- 6.4 it will utilise any cash contributions received pursuant to clause 3.5.7, within a reasonable time, to provide alternative infrastructure projects in the ADP2 Area;
- 6.5 the provisions of section 46Q of the Act apply with such adjustments as are necessary in the context of this Agreement;
- 6.6 in respect of each Shared Cost Project, it will pay to the Owner the difference between the Construction Cost and the VicUrban Amount:
 - 6.6.1.1 within 14 days of the Owner providing Council with a tax invoice for its proportion of any progress payment due under a contract in respect of that Shared Cost Project; or



6.6.1.2 at such other time as may be agreed between the parties in writing;

6.7 it will negotiate in good faith with the Department of Education and Early Childhood Development and use its best endeavours to secure a joint use agreement in terms which are acceptable to Council regarding the use of the 2nd Oval.

7. FURTHER OBLIGATIONS OF THE OWNER

7.1 Notice and Registration

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

7.2 Further actions

The Owner further covenants and agrees that:

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

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

7.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement to a maximum of \$12,000 which are and until paid will remain a debt due to Council by the Owner.

8. AGREEMENT UNDER SECTION 173 OF THE ACT

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

9. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other 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.

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10. SUCCESSORS IN TITLE

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

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

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

11.3 No Waiver

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

11.4 Severability

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



11.5 No Fettering of Council's Powers

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

11.6 Penalty for late payment

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

11.7 Lower order infrastructure

The development contributions which this Agreement provides for only relate to higher order infrastructure which are envisaged to be used by a broad cross section of the community and do not relate to the lower order infrastructure items described in Schedule 2 which must be provided by the Owner as part of the urban development of the Subject Land.

12. GOODS AND SERVICES TAX

- 12.1 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.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 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.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

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

14. ENDING OF AGREEMENT

- 14.1 This Agreement ends:
 - 14.1.1 when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land; or
 - 14.1.2 if Council has not, within 12 months of the date of this Agreement, approved a Development Plan which is substantially in accordance with the Draft Development Plan.



- 14.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:
- 14.2.1 the Agreement will end in relation to that allotment; and
- 14.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.
- 14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

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



Chief Executive Officer

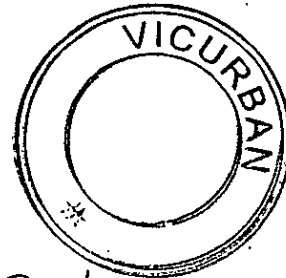
.....

Councillor

The Official Seal of **VICURBAN** is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:



Chief Executive Officer





General Manager



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Schedule 1

Certificates of Title comprising the Subject Land

- Lot 1 on PS504599W ~ 10776.557
- That part of Lot 1 on PS518235K which is east of the Craigieburn Bypass ~ 9457.951
- That part of Lot 2 on PS518235K which is east of the Craigieburn Bypass 10799.539
- Lot 2 on PS510647D ~ 10728.557
- Lot 2 on PS518234M ~ 10716.293
- That part of Lot 1 on PS518234M which is east of the Craigieburn Bypass 8997.011
9457.951
- Lot 1 on PS113791 ~ 10102.491
- Lot 3 on PS113855 ~ 9075.530
- Lot 1 on PS141634 ~ 9497.457
- Lot 2 on PS141634 ~ 9497.258
- Lot 1 on Title Plan 821252F ~ 8816.666
- Lot 2 on PS096565 ~ 8957.491
- Lot B on PS449515L

Does not exist

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Schedule 2

Lower Order Infrastructure Items

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

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

Schedule 3

Specifications for Non-Road Projects

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

AF771740P



ABN 83 097 049 548
Suite 8, 13 - 25 Church Street,
Hawthorn, Victoria 3122
Tel: (03) 9852 7811
Fax: (03) 9852 7044
www.prowseqs.com.au
Email: info@prowseqs.com.au

23 August 2007

Ref: 4605-06

Vicurban
Level 12, 700 Collins Street
Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

**RE: PROPOSED NEW RECREATION AND COMMUNITY FACILITIES
AURORA – EPPING NORTH (REVISION U)**

As requested, we have prepared a cost plan at Stage A for the above project, based on information received by us up to 23 August 2007.

Our estimate of the anticipated total cost is \$21,440,000 for a fixed price contract at November 2005 cost levels and a summary follows:

| | |
|--|--------------|
| South West Football/Cricket Facility | \$ 2,600,000 |
| Norther P-12 Football/Cricket Oval (No Pavilion) | \$ 720,000 |
| Central P-6 Football/Cricket oval (No Pavilion) | \$ 430,000 |
| Central Soccer Facility | \$ 1,880,000 |
| North West Soccer Facility | \$ 1,880,000 |
| Eastern Tennis Court Facility | \$ 920,000 |
| Northern P-12 Tennis Court Facility (No Pavilion) | \$ 360,000 |
| Bocce Rink Facility x 4 (No Pavilion) | \$ 100,000 |
| Northern P-12 Single Court School Gym Upgrade | \$ 2,270,000 |
| Central P-6 Single Court School Gymnasium | \$ 1,000,000 |
| NorthWest P-6 Single Court School Gymnasium | \$ 1,000,000 |
| Free Standing Lawn Bowls (No Pavilion) | \$ 300,000 |
| Creeds Farm Community Childcare (to be advised) | \$ - |
| Harvest Home Road CAC (Early Childhood Focus) | \$ 3,870,000 |
| Northern P-12 CAC (General Focus) | \$ 2,420,000 |
| South Town Centre CAC (Skills, Training and Resources) | \$ 1,690,000 |

| | |
|---|----------------------|
| Anticipated Total Project Cost (including GST) | \$ 21,440,000 |
| (Fixed Price Contract – November 2005) | |

MANAGING DIRECTOR: Anthony Prowse Dip QS (Dist) (RMIT) AAIQS ICECA
ASSOCIATE DIRECTORS: Douglas Buchanan B Sc QS MRICS Neville Cambridge B C Eco (RMIT) AAIQS ICECA
Vincent Lau B App Sc C Mgt (Hons) (RMIT) AAIQS ICECA

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-2-

Allowances for the following have been included in our estimate:

- Preliminaries and Design variable
- Cost escalation to a tender date of November 2005
- Cost escalation during construction
- Competitive tendering
- Contract contingency
- Professional fees
- Soft landscaping

Allowances for the following have been excluded from our estimate:


- Goods & Services Tax
- Loose furniture and equipment
- Cost escalation to tender after November 2005
- Adverse market conditions
- Authority contribution and headwork charges
- Abnormal ground conditions
- Infrastructure works including roadworks and major services
- Costs escalation associated with staged construction

This estimate is based on preliminary information. Assumptions have been made and these assumptions will require confirmation when further documentation becomes available.

We have attached a copy of our Stage A cost plan for your information.

Yours faithfully

PROWSE QUANTITY SURVEYORS PTY LTD



VINCENT LAU



PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES**

JOB 4605
DATE 23/08/2007

CLIENT: VicUrban

REF

U/1

| ELEM | DESCRIPTION | UNIT | COST (\$) | COST (\$) | COST (\$) |
|-------|---|------|-----------|-----------|------------|
| | South West Football / Cricket Facility | | | | |
| U/3A | Inc. pavilion, assoc. site wks, ext services etc | ITEM | | | 1,150,000 |
| U/3B | Inc. 2 senior ovals | ITEM | | | 1,220,000 |
| | Assoc. site works, external services | ITEM | | | 230,000 |
| | Northern P-12 Football / Cricket Oval (No Pavilion) | | | | |
| U/4 | Inc. one senior oval | ITEM | | | 620,000 |
| | Assoc. site works, external services | ITEM | | | 100,000 |
| U/5 | Central P-6 Football/Cricket Oval (No Pavilion) | ITEM | | | 430,000 |
| | Includes 1 junior oval, site wks, ext services etc | | | | |
| | Central Soccer Facility | | | | |
| U/6A | Inc. pavilion, assoc. site wks, ext services etc | ITEM | | | 840,000 |
| U/6B | Inc. 2 soccer pitches | ITEM | | | 830,000 |
| | Assoc. site works, external services | ITEM | | | 210,000 |
| | North West Soccer Facility | | | | |
| U/7A | Inc. pavilion, assoc. site wks, ext services etc | ITEM | | | 840,000 |
| U/7B | Inc. 2 soccer pitches | ITEM | | | 830,000 |
| | Assoc. site works, external services | ITEM | | | 210,000 |
| | Eastern Tennis Court Facility | | | | |
| U/8A | Inc. pavilion, assoc. site wks, ext services etc | ITEM | | | 430,000 |
| U/8B | Inc. 4 tennis courts | ITEM | | | 370,000 |
| | Assoc. site works, external services | ITEM | | | 120,000 |
| U/8C | Northern P-12 Tennis Court Facility (No Pavilion) | ITEM | | | 360,000 |
| | Inc 4 tennis courts, site wks, ext services etc | | | | |
| | Bocce Rink Facility x4 (No pavilion) | ITEM | | | 100,000 |
| U/9A | Northern P-12 Single Court School Gym Upgrade | ITEM | | | 2,270,000 |
| | Upgrade of a standard DE&T basketball court to a double netball size court. Includes on costs | | | | |
| U/9B | Northern P-12 Single Court School Gym Upgrade | ITEM | | | - |
| | Upgrade of a standard DE&T basketball court to a netball size court. Includes on costs (\$320,000) | | | | |
| U/10A | Central P-6 Single Court School Gymnasium | ITEM | | | 1,000,000 |
| | Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds | | | | |
| U/10B | North West P-6 Single Court School Gymnasium | ITEM | | | 1,000,000 |
| | Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds | | | | |
| | Free Standing Lawn Bowls (No pavilion) | ITEM | | | 300,000 |
| | Total Recreation Cost | ITEM | | | 13,460,000 |





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF

U/2

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|-------|---|------|----------|-----------|-----------|
| | Creeds Farm Community Childcare To be advised | ITEM | | | TBA |
| U/11A | Harvest Home Road CAC (Early Childhood Focus) Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs | ITEM | | | 2,200,000 |
| U/11B | Community activity centre including MCH, pre-school, site works and external services | ITEM | | | 1,670,000 |
| U/12A | Northern P-12 CAC (General Focus) Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs | ITEM | | | 750,000 |
| U/12B | Community activity centre including MCH, pre-school, site works and external services | ITEM | | | 1,670,000 |
| U/13 | Sth Town Centre CAC (Skills, Training, Resources) Community activity centre includes multi purpose rooms, kitchens, amenities, neighbourhood house, fine arts, performing space, site works, external services and on costs | ITEM | | | 1,690,000 |
| | Total Community Cost | ITEM | | | 7,980,000 |

| | | | | | |
|--|---|------|--|--|------------|
| | Total Recreation Cost (From Above) | ITEM | | | 13,460,000 |
|--|---|------|--|--|------------|

| | | | | | |
|--|---|--|--|--|------------|
| | TOTAL PROJECT COST - AURORA COMMUNITY INFRASTRUCTURE (Fixed Price Contract - November 2005) | | | | 21,440,000 |
|--|---|--|--|--|------------|

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PROWSE QUANTITY SURVEYORS PTY LTD
ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTH WEST FOOTBALL / CRICKET FACILITY**

JOB 4605
DATE 23/08/2007
FECA 420
UCA 200
REF U/3A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Football / Cricket Ovals and Pavilion | | | | |
| | Change rooms (in 4 No) (FECA) | M2 | 160 | 1,600 | 256,000 |
| | Umpires change room (FECA) | M2 | 30 | 1,900 | 57,000 |
| | Toilet facilities (FECA) | M2 | 120 | 2,100 | 252,000 |
| | Canteen (FECA) | M2 | 30 | 2,000 | 60,000 |
| | Meeting / function room (FECA) | M2 | - | - | - |
| | Storage facilities (FECA) | M2 | 30 | 1,300 | 39,000 |
| | Office / first aid (FECA) | M2 | 20 | 1,600 | 32,000 |
| | Internal / external toilets (FECA) | M2 | 30 | 2,100 | 63,000 |
| | Verandahs & canopies (UCA) | M2 | 200 | 600 | 120,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 5,000 |
| | Roads, footpaths and paved areas | ITEM | | | 8,000 |
| | Boundary walls, fences and gates | ITEM | | | 4,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 8,000 |
| | External stormwater drainage | ITEM | | | 10,000 |
| | External sewer drainage | ITEM | | | 4,000 |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation | ITEM | | | 1,000 |
| | External fire protection | ITEM | | | 2,000 |
| | External light & power | ITEM | | | 15,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | 5,000 |

SUB-TOTAL \$ **944,000**

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 47,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 20,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 25,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 114,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,150,000**

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD
ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTH WEST FOOTBALL / CRICKET FACILITY

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/3B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Oval Works | | | | |
| | Senior Ovals (16,000m2, Approx 165x130m) | No | 2 | 360,000 | 720,000 |
| | Training lights (2 No ovals) | No | 2 | 30,000 | 60,000 |
| | Car parking (60 spaces) | M2 | 1,800 | 100 | 180,000 |
| | Carparking - Gravel (60 cars) | M2 | 1,800 | 25 | 45,000 |
| | Balance of funds | ITEM | | | (4,000) |

| | | | | | |
|---|-------|---|--|--|---------------------|
| SUB-TOTAL | | | | | \$ 1,001,000 |
| PRELIMINARIES (Included Above) | - | % | | | \$ - |
| DESIGN VARIABLE | 5.00 | % | | | \$ 50,000 |
| COST ESCALATION TO TENDER | - | % | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | | \$ 21,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | | \$ 27,000 |
| PROFESSIONAL FEES | 11.00 | % | | | \$ 121,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 1,220,000 |
| (Fixed Price Contract - November 2005) | | | | | |

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 20,000 |
| | Roads, footpaths and paved areas | ITEM | | | 32,000 |
| | Boundary walls, fences and gates | ITEM | | | 16,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 32,000 |
| | External stormwater drainage | ITEM | | | 32,000 |
| | External sewer drainage | ITEM | | | 16,000 |
| | External water supply | ITEM | | | 8,000 |
| | External gas reticulation | ITEM | | | 4,000 |
| | External fire protection | ITEM | | | 8,000 |
| | External light & power | ITEM | | | 20,000 |
| | External communications | ITEM | | | 4,000 |
| | Balance of funds | ITEM | | | (3,000) |

| | | | | | |
|---|-------|---|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 189,000 |
| PRELIMINARIES (Included Above) | - | % | | | \$ - |
| DESIGN VARIABLE | 5.00 | % | | | \$ 9,000 |
| COST ESCALATION TO TENDER | - | % | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | | \$ 4,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | | \$ 5,000 |
| PROFESSIONAL FEES | 11.00 | % | | | \$ 23,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 230,000 |
| (Fixed Price Contract - November 2005) | | | | | |

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10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 FOOTBALL / CRICKET OVAL
Pavilion Not Provided

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/4

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Oval Works | | | | |
| | Senior Ovals (16,000m2, Approx 165x130m) | No | 1 | 480,000 | 480,000 |
| | Training lights (1 No oval) | No | 1 | 30,000 | 30,000 |
| | Car parking (Not Required) | ITEM | | | - |
| | Credit for D.E. & T. funds for oval (Nil) | ITEM | | | - |
| | Balance of funds | ITEM | | | (1,000) |

| | | | | | |
|---|-------|---|--|----|----------------|
| SUB-TOTAL | | | | | \$ 509,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 25,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 11,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 14,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 61,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | \$ | 620,000 |

(Fixed Price Contract - November 2005)

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 15,000 |
| | Roads, footpaths and paved areas | ITEM | | | 20,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 10,000 |
| | External stormwater drainage | ITEM | | | 15,000 |
| | External sewer drainage (Nil) | ITEM | | | - |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation (Nil) | ITEM | | | - |
| | External fire protection (Nil) | ITEM | | | - |
| | External light & power | ITEM | | | 10,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | (1,000) |

| | | | | | |
|---|-------|---|--|----|----------------|
| SUB-TOTAL | | | | | \$ 82,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 4,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 2,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 2,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 10,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | \$ | 100,000 |

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 - \$187

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL P-6 FOOTBALL / CRICKET OVAL**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/5

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Football / Cricket Pavilion (Not Provided) | | | | |
| | Change rooms (FECA) | M2 | - | - | - |
| | Umpires change room (FECA) | M2 | - | - | - |
| | Toilet facilities (FECA) | M2 | - | - | - |
| | Canteen (FECA) | M2 | - | - | - |
| | Meeting / function room (FECA) | M2 | - | - | - |
| | Storage facilities (FECA) | M2 | - | - | - |
| | Verandahs & canopies (UCA) | M2 | - | - | - |
| | Oval Works | | | | |
| | Junior Oval (12,000m2, Approx 140x110m) | No | 1 | 240,000 | 240,000 |
| | Training lights (1 No oval) | No | 1 | 30,000 | 30,000 |
| | Car parking (Not Required) | ITEM | | | - |
| | Credit for D.E. & T. funds for oval (Nil) | ITEM | | | - |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 15,000 |
| | Roads, footpaths and paved areas | ITEM | | | 20,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 10,000 |
| | External stormwater drainage | ITEM | | | 15,000 |
| | External sewer drainage (Nil) | ITEM | | | - |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation (Nil) | ITEM | | | - |
| | External fire protection (Nil) | ITEM | | | - |
| | External light & power | ITEM | | | 10,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | - |

SUB-TOTAL \$ **353,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 18,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 7,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 9,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 43,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 430,000

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD
ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL SOCCER FACILITY**

JOB 4605
DATE 23/08/2007
FECA 355
UCA 80
REF U/6A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Soccer Pitches and Pavilion | | | | |
| | Change room (in 4 No) (FECA) | M2 | 120 | 1,600 | 192,000 |
| | Umpires change room (FECA) | M2 | 15 | 1,900 | 28,500 |
| | Toilet facilities (FECA) | M2 | 40 | 2,100 | 84,000 |
| | Canteen (FECA) | M2 | 30 | 2,000 | 60,000 |
| | Meeting / function room (FECA) | M2 | 120 | 1,600 | 192,000 |
| | Storage facilities (FECA) | M2 | 30 | 1,300 | 39,000 |
| | Verandahs and canopies (UCA) | M2 | 80 | 600 | 48,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 5,000 |
| | Roads, footpaths and paved areas | ITEM | | | 6,000 |
| | Boundary walls, fences and gates | ITEM | | | 4,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 8,000 |
| | External stormwater drainage | ITEM | | | 6,000 |
| | External sewer drainage | ITEM | | | 4,000 |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation | ITEM | | | 1,000 |
| | External fire protection | ITEM | | | 2,000 |
| | External light & power | ITEM | | | 5,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | 1,500 |

SUB-TOTAL \$ **689,000**

| | | | |
|--|---------|----|--------|
| PRELIMINARIES (Included Above) | - % | \$ | - |
| DESIGN VARIABLE | 5.00 % | \$ | 34,000 |
| COST ESCALATION TO TENDER | - % | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ | 14,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ | 18,000 |
| PROFESSIONAL FEES | 11.00 % | \$ | 85,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ | - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **840,000**

(Fixed Price Contract - November 2005)

AF771740P

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL SOCCER FACILITY**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/6B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Oval Works | | | | |
| | Soccer pitches (8,000m2, Approx 120x60m) | No | 2 | 250,000 | 500,000 |
| | Training lights (2 No pitches) | No | 2 | 30,000 | 60,000 |
| | Car parking (40 spaces) | M2 | 1,200 | 100 | 120,000 |
| | Balance of funds | ITEM | | | 2,000 |

| | | | | | |
|---|---------|--|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 682,000 |
| PRELIMINARIES (Included Above) | - % | | | | \$ - |
| DESIGN VARIABLE | 5.00 % | | | | \$ 34,000 |
| COST ESCALATION TO TENDER | - % | | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | | | | \$ 14,000 |
| CONTRACT CONTINGENCY | 2.50 % | | | | \$ 18,000 |
| PROFESSIONAL FEES | 11.00 % | | | | \$ 82,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 830,000 |

(Fixed Price Contract - November 2005)

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 20,000 |
| | Roads, footpaths and paved areas | ITEM | | | 24,000 |
| | Boundary walls, fences and gates | ITEM | | | 16,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 32,000 |
| | External stormwater drainage | ITEM | | | 24,000 |
| | External sewer drainage | ITEM | | | 16,000 |
| | External water supply | ITEM | | | 8,000 |
| | External gas reticulation | ITEM | | | 4,000 |
| | External fire protection | ITEM | | | 8,000 |
| | External light & power | ITEM | | | 20,000 |
| | External communications | ITEM | | | 4,000 |
| | Balance of funds | ITEM | | | (5,000) |

| | | | | | |
|---|---------|--|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 171,000 |
| PRELIMINARIES (Included Above) | - % | | | | \$ - |
| DESIGN VARIABLE | 5.00 % | | | | \$ 9,000 |
| COST ESCALATION TO TENDER | - % | | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | | | | \$ 4,000 |
| CONTRACT CONTINGENCY | 2.50 % | | | | \$ 5,000 |
| PROFESSIONAL FEES | 11.00 % | | | | \$ 21,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 210,000 |

(Fixed Price Contract - November 2005)

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10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST SOCCER FACILITY**

JOB 4605
DATE 23/08/2007
FECA 355
UCA 80
REF U7A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Soccer Pitches and Pavilion | | | | |
| | Change room (in 4 No) (FECA) | M2 | 120 | 1,600 | 192,000 |
| | Umpires change room (FECA) | M2 | 15 | 1,900 | 28,500 |
| | Toilet facilities (FECA) | M2 | 40 | 2,100 | 84,000 |
| | Canteen (FECA) | M2 | 30 | 2,000 | 60,000 |
| | Meeting / function room (FECA) | M2 | 120 | 1,600 | 192,000 |
| | Storage facilities (FECA) | M2 | 30 | 1,300 | 39,000 |
| | Verandahs and canopies (UCA) | M2 | 80 | 600 | 48,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 5,000 |
| | Roads, footpaths and paved areas | ITEM | | | 6,000 |
| | Boundary walls, fences and gates | ITEM | | | 4,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 8,000 |
| | External stormwater drainage | ITEM | | | 6,000 |
| | External sewer drainage | ITEM | | | 4,000 |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation | ITEM | | | 1,000 |
| | External fire protection | ITEM | | | 2,000 |
| | External light & power | ITEM | | | 5,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | 1,500 |

SUB-TOTAL \$ **689,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 34,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 14,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 18,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 85,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **840,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST SOCCER FACILITY**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/7B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Oval Works | | | | |
| | Soccer pitches (8,000m2, Approx 120x60m) | No | 2 | 250,000 | 500,000 |
| | Training lights (2 No pitches) | No | 2 | 30,000 | 60,000 |
| | Car parking (40 spaces) | M2 | 1,200 | 100 | 120,000 |
| | Balance of funds | ITEM | | | 2,000 |

| | | | | | |
|---|-------|---|--|----|----------------|
| SUB-TOTAL | | | | | \$ 682,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 34,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 14,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 18,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 82,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | \$ | 830,000 |

(Fixed Price Contract - November 2005)

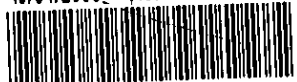
| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 20,000 |
| | Roads, footpaths and paved areas | ITEM | | | 24,000 |
| | Boundary walls, fences and gates | ITEM | | | 16,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 32,000 |
| | External stormwater drainage | ITEM | | | 24,000 |
| | External sewer drainage | ITEM | | | 16,000 |
| | External water supply | ITEM | | | 8,000 |
| | External gas reticulation | ITEM | | | 4,000 |
| | External fire protection | ITEM | | | 8,000 |
| | External light & power | ITEM | | | 20,000 |
| | External communications | ITEM | | | 4,000 |
| | Balance of funds | ITEM | | | (5,000) |

| | | | | | |
|---|-------|---|--|----|----------------|
| SUB-TOTAL | | | | | \$ 171,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 9,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 4,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 5,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 21,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | \$ | 210,000 |

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
EASTERN TENNIS COURT FACILITY**

JOB 4605
DATE 23/08/2007
FECA 190
UCA -
REF U/8A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|-----------|----------|-----------|-----------|
| | Tennis Pavilion | | | | |
| | Change rooms (in 2 No) | (FECA) M2 | 60 | 1,600 | 96,000 |
| | Umpires change room | (FECA) M2 | - | 1,900 | - |
| | Toilet facilities | (FECA) M2 | - | 2,100 | - |
| | Canteen | (FECA) M2 | 30 | 2,000 | 60,000 |
| | Meeting / function room (Excluded) | (FECA) M2 | - | - | - |
| | Storage facilities | (FECA) M2 | 20 | 1,300 | 26,000 |
| | Office / first aid | (FECA) M2 | 20 | 1,600 | 32,000 |
| | Internal / external toilets | (FECA) M2 | 40 | 2,100 | 84,000 |
| | Circulation | (FECA) M2 | 20 | 1,300 | 26,000 |
| | Verandahs & canopies | (UCA) M2 | - | 600 | - |
| | Site Works & External Services | | | | |
| | Site preparation & demolition | ITEM | | | 3,000 |
| | Roads, footpaths and paved areas | ITEM | | | 4,000 |
| | Boundary walls, fences and gates | ITEM | | | 2,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 4,000 |
| | External stormwater drainage | ITEM | | | 6,000 |
| | External sewer drainage | ITEM | | | 2,000 |
| | External water supply | ITEM | | | 1,000 |
| | External gas reticulation | ITEM | | | 1,000 |
| | External fire protection | ITEM | | | 1,000 |
| | External light & power | ITEM | | | 6,000 |
| | External communications | ITEM | | | 400 |
| | Balance of funds | ITEM | | | (1,400) |

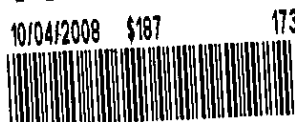
SUB-TOTAL \$ **353,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 18,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 7,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 9,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 43,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **430,000**

(Fixed Price Contract - November 2005)

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10/04/2008 \$187 173



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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
EASTERN TENNIS COURT FACILITY**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/8B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|------------------------------|------|----------|-----------|-----------|
| | Tennis Courts | | | | |
| | Tennis courts (4 No courts) | No | 4 | 50,000 | 200,000 |
| | Playing lights (4 No courts) | No | 4 | 10,000 | 40,000 |
| | Car parking (20 No spaces) | M2 | 600 | 100 | 60,000 |
| | Balance of funds | ITEM | | | 4,000 |

| | | | | | |
|---|---------|--|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 304,000 |
| PRELIMINARIES (Included Above) | - % | | | | \$ - |
| DESIGN VARIABLE | 5.00 % | | | | \$ 15,000 |
| COST ESCALATION TO TENDER | - % | | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | | | | \$ 6,000 |
| CONTRACT CONTINGENCY | 2.50 % | | | | \$ 8,000 |
| PROFESSIONAL FEES | 11.00 % | | | | \$ 37,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 370,000 |

(Fixed Price Contract - November 2005)

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Site Works & External Services | | | | |
| | Site preparation & demolition | ITEM | | | 12,000 |
| | Roads, footpaths and paved areas | ITEM | | | 16,000 |
| | Boundary walls, fences and gates | ITEM | | | 8,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 16,000 |
| | External stormwater drainage | ITEM | | | 16,000 |
| | External sewer drainage | ITEM | | | 8,000 |
| | External water supply | ITEM | | | 4,000 |
| | External gas reticulation | ITEM | | | 4,000 |
| | External fire protection | ITEM | | | 4,000 |
| | External light & power | ITEM | | | 8,000 |
| | External communications | ITEM | | | 1,600 |
| | Balance of funds | ITEM | | | 400 |

| | | | | | |
|---|---------|--|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 98,000 |
| PRELIMINARIES (Included Above) | - % | | | | \$ - |
| DESIGN VARIABLE | 5.00 % | | | | \$ 5,000 |
| COST ESCALATION TO TENDER | - % | | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | | | | \$ 2,000 |
| CONTRACT CONTINGENCY | 2.50 % | | | | \$ 3,000 |
| PROFESSIONAL FEES | 11.00 % | | | | \$ 12,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 120,000 |

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 TENNIS COURT FACILITY**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/8C

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|--------------|--------------|
| | Tennis Pavilion (Not Provided) | | | | |
| | Pavilion including amenities (FECA) | M2 | - | - | - |
| | Tennis Courts | | | | |
| | Tennis courts (4 No courts) | No | 4 | 50,000 | 200,000 |
| | Playing lights (4 No courts) | No | 4 | 10,000 | 40,000 |
| | Car parking (Not Required) | ITEM | | | - |
| | Site Works & External Services | | | | |
| | Site preparation & demolition | ITEM | | | 10,000 |
| | Roads, footpaths and paved areas | ITEM | | | 10,000 |
| | Boundary walls, fences and gates | ITEM | | | 5,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 10,000 |
| | External stormwater drainage | ITEM | | | 10,000 |
| | External sewer drainage (Nil) | ITEM | | | - |
| | External water supply | ITEM | | | 5,000 |
| | External gas reticulation (Nil) | ITEM | | | - |
| | External fire protection (Nil) | ITEM | | | - |
| | External light & power | ITEM | | | 10,000 |
| | External communications (Nil) | ITEM | | | - |
| | Balance of funds | ITEM | | | (5,000) |

SUB-TOTAL \$ **295,000**

| | | | |
|--|---------|----|--------|
| PRELIMINARIES (Included Above) | - % | \$ | - |
| DESIGN VARIABLE | 5.00 % | \$ | 15,000 |
| COST ESCALATION TO TENDER | - % | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ | 6,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ | 8,000 |
| PROFESSIONAL FEES | 11.00 % | \$ | 36,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ | - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **360,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173



**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 SINGLE COURT SCHOOL GYMNASIUM UPGRADE**

| | |
|------|------------|
| JOB | 4605 |
| DATE | 23/08/2007 |
| FECA | 1,880 |
| UCA | 100 |
| REF | U/9A |

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|--------------|--------------|
| | New Building Works | | | | |
| | Indoor double netball court (36x36m) (FECA) | M2 | 1,300 | 1,000 | 1,300,000 |
| | Amenities/ change room (FECA) | M2 | 100 | 1,800 | 180,000 |
| | Store room (FECA) | M2 | 100 | 1,300 | 130,000 |
| | Staff area (FECA) | M2 | 60 | 1,500 | 90,000 |
| | Foyer (FECA) | M2 | 40 | 1,500 | 60,000 |
| | Mezzanine viewing area (FECA) | M2 | 250 | 1,000 | 250,000 |
| | Canteen (FECA) | M2 | 30 | 2,000 | 60,000 |
| | Canopy (UCA) | M2 | 100 | 700 | 70,000 |
| | Stair cases | No | 2 | 8,000 | 16,000 |
| | Credit for D.E. & T. funds for court (approx 750m2) | M2 | (750) | 850 | (637,500) |
| | External netball courts (In 2 No) (OPEN) | M2 | 1,400 | 100 | 140,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 15,000 |
| | Roads, footpaths and paved areas | ITEM | | | 30,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 40,000 |
| | External stormwater drainage | ITEM | | | 35,000 |
| | External sewer drainage | ITEM | | | 20,000 |
| | External water supply | ITEM | | | 10,000 |
| | External gas reticulation | ITEM | | | 5,000 |
| | External fire protection | ITEM | | | 10,000 |
| | External light & power | ITEM | | | 25,000 |
| | External communications | ITEM | | | 2,000 |
| | Balance of funds | ITEM | | | 2,500 |

SUB-TOTAL \$ **1,863,000**

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 93,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 39,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 50,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 225,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **2,270,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187

173





PROWSE QUANTITY SURVEYORS PTY LTD
ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 SINGLE COURT SCHOOL GYMNASIUM UPGRADE**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/9B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | New Building Works (Not Provided) | | | | |
| | Indoor netball court (FECA) | M2 | - | - | - |
| | Amenities/ change room (FECA) | M2 | - | - | - |
| | Store room (FECA) | M2 | - | - | - |
| | Staff area (FECA) | M2 | - | - | - |
| | Foyer (FECA) | M2 | - | - | - |
| | Mezzanine viewing area (FECA) | M2 | - | - | - |
| | Canteen (FECA) | M2 | - | - | - |
| | Canopy (UCA) | M2 | - | - | - |
| | Stair cases | No | - | - | - |
| | Extra Over Standard DE&T Facility Costs | | | | |
| | Upgrade standard DE&T basketball court to a netball court (Increase size to 36x20m) | NO | 1 | 240,000 | 240,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 5,000 |
| | Roads, footpaths and paved areas (Nil) | ITEM | | | - |
| | Boundary walls, fences and gates (Nil) | ITEM | | | - |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements (Nil) | ITEM | | | - |
| | External stormwater drainage | ITEM | | | 10,000 |
| | External sewer drainage (Nil) | ITEM | | | - |
| | External water supply (Nil) | ITEM | | | - |
| | External gas reticulation (Nil) | ITEM | | | - |
| | External fire protection (Nil) | ITEM | | | - |
| | External light & power | ITEM | | | 5,000 |
| | External communications (Nil) | ITEM | | | - |
| | Balance of funds | ITEM | | | 2,000 |

SUB-TOTAL \$ **262,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 13,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 6,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 7,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 32,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **320,000**
(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL P-6 SINGLE COURT SCHOOL GYMNASIUM**

JOB # 4605
DATE 23/08/2007
FECA 870
UCA 25
REF U/10A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | New Building Works | | | | |
| | Indoor single netball court (36x20m) (FECA) | M2 | 720 | 1,000 | 720,000 |
| | Amenities/ change room (FECA) | M2 | 50 | 1,800 | 90,000 |
| | Store room (FECA) | M2 | 50 | 1,300 | 65,000 |
| | Staff area (FECA) | M2 | 30 | 1,500 | 45,000 |
| | Foyer (FECA) | M2 | 20 | 1,500 | 30,000 |
| | Mezzanine viewing area (FECA) | M2 | - | - | - |
| | Canteen (FECA) | M2 | - | - | - |
| | Canopy (UCA) | M2 | 25 | 700 | 17,500 |
| | Stair cases | No | - | - | - |
| | Credit for D.E. & T. funds for primary school multi-purpose room (approx 750m2) | M2 | (298) | 850 | (253,300) |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 10,000 |
| | Roads, footpaths and paved areas | ITEM | | | 20,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 10,000 |
| | External stormwater drainage | ITEM | | | 20,000 |
| | External sewer drainage | ITEM | | | 10,000 |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation | ITEM | | | 2,000 |
| | External fire protection | ITEM | | | 5,000 |
| | External light & power | ITEM | | | 15,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | 1,800 |

SUB-TOTAL \$ **821,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 41,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 17,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 22,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 99,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,000,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST P-6 SINGLE COURT SCHOOL GYMNASIUM**

JOB 4605
DATE 23/08/2007
FECA 870
UCA 25
REF U/10B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|--------------|--------------|
| | New Building Works | | | | |
| | Indoor single netball court (36x20m) (FECA) | M2 | 720 | 1,000 | 720,000 |
| | Amenities/ change room (FECA) | M2 | 50 | 1,800 | 90,000 |
| | Store room (FECA) | M2 | 50 | 1,300 | 65,000 |
| | Staff area (FECA) | M2 | 30 | 1,500 | 45,000 |
| | Foyer (FECA) | M2 | 20 | 1,500 | 30,000 |
| | Mezzanine viewing area (FECA) | M2 | - | - | - |
| | Canteen (FECA) | M2 | - | - | - |
| | Canopy (UCA) | M2 | 25 | 700 | 17,500 |
| | Stair cases | No | - | - | - |
| | Credit for D.E. & T. funds for primary school multi-purpose room (approx 750m2) | M2 | (298) | 850 | (253,300) |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 10,000 |
| | Roads, footpaths and paved areas | ITEM | | | 20,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 10,000 |
| | External stormwater drainage | ITEM | | | 20,000 |
| | External sewer drainage | ITEM | | | 10,000 |
| | External water supply | ITEM | | | 2,000 |
| | External gas reticulation | ITEM | | | 2,000 |
| | External fire protection | ITEM | | | 5,000 |
| | External light & power | ITEM | | | 15,000 |
| | External communications | ITEM | | | 1,000 |
| | Balance of funds | ITEM | | | 1,800 |

SUB-TOTAL \$ **821,000**

| | | |
|--|---------|-----------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 41,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 % | \$ 17,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 22,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 99,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

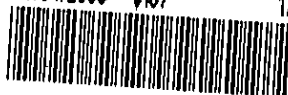
ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,000,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187

173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)

JOB 4605
 DATE 23/08/2007
 FECA 923
 UCA 77
 REF U/11A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Core CAC: Generated by Neighbourhood Demand Refer to Sub total (1) over | ITEM | | | 921,000 |
| | Core CAC: Generated by Regional Demand Refer to Sub total (2) over | ITEM | | | 387,000 |
| | Circulation | | | | |
| | Circulation (FECA) | M2 | 154 | 1,100 | 169,400 |
| | Canopies / verandahs (UCA) | M2 | 77 | 700 | 53,900 |
| | Extra over items | | | | |
| | Commercial kitchen equipment & coolers | ITEM | | | 60,000 |
| | Operable walls and auto doors | ITEM | | | 25,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 16,000 |
| | Roads, footpaths and paved areas | ITEM | | | 16,000 |
| | Car parking (8 spaces) | ITEM | | | 24,000 |
| | Boundary walls, fences and gates | ITEM | | | 20,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 40,000 |
| | External stormwater drainage | ITEM | | | 20,000 |
| | External sewer drainage | ITEM | | | 8,000 |
| | External water supply | ITEM | | | 4,000 |
| | External gas reticulation | ITEM | | | 2,000 |
| | External fire protection | ITEM | | | 4,000 |
| | External light & power | ITEM | | | 12,000 |
| | External communications | ITEM | | | 2,000 |
| | Balance of funds | ITEM | | | 4,700 |

SUB-TOTAL \$ 1,789,000

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 89,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 3.00 % | \$ 56,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 48,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 218,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 2,200,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD
ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)

JOB 4605
DATE 23/08/2007
FECA 923
UCA 77
REF U/11A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|-------------|----------|-----------|----------------|
| | Core CAC: Generated by Neighbourhood Demand Entry | | | | |
| | Entry (FECA) | M2 | 35 | 1,700 | 59,500 |
| | Coordinators storage (FECA) | M2 | 6 | 1,100 | 6,600 |
| | Coordinators offices (FECA) | M2 | 32 | 1,750 | 56,000 |
| | Main Hall | | | | |
| | Hall (FECA) | M2 | 200 | 1,500 | 300,000 |
| | User storage (FECA) | M2 | 36 | 1,100 | 39,600 |
| | Playgroup storage (FECA) | M2 | 15 | 1,100 | 16,500 |
| | Chair and table storage (FECA) | M2 | 20 | 1,100 | 22,000 |
| | Kitchen & Food Service Centre | | | | |
| | Kitchen (commercial) (FECA) | M2 | 40 | 3,100 | 124,000 |
| | Kitchen (domestic) (FECA) | M2 | 25 | 2,000 | 50,000 |
| | Kitchen store (FECA) | M2 | 12 | 2,000 | 24,000 |
| | Meeting Rooms | | | | |
| | Meeting room 1 (FECA) | M2 | 30 | 1,750 | 52,500 |
| | Meeting room 2 (FECA) | M2 | 50 | 1,750 | 87,500 |
| | User store (FECA) | M2 | 12 | 1,100 | 13,200 |
| | Common Amenities | | | | |
| | Toilets (men & women) (FECA) | M2 | 20 | 2,400 | 48,000 |
| | Accessible / family toilets / change (FECA) | M2 | 6 | 2,400 | 14,400 |
| | Cleaners store (FECA) | M2 | 4 | 1,800 | 7,200 |
| | Sub-Total (1) - Regional Demand Facilities | ITEM | | | 921,000 |
| | Core CAC: Generated by Regional Demand PAG (ADASS) | | | | |
| | Activity room1 (FECA) | M2 | 60 | 1,500 | 90,000 |
| | Activity room 2 (FECA) | M2 | 80 | 1,500 | 120,000 |
| | Office (FECA) | M2 | 16 | 1,750 | 28,000 |
| | Accessible toilets/amenities/sick bay (FECA) | M2 | 30 | 2,400 | 72,000 |
| | Storage (FECA) | M2 | 20 | 1,100 | 22,000 |
| | Ext to kitchen for food services centre (FECA) | M2 | 20 | 2,000 | 40,000 |
| | Outdoor area (OPEN) | M2 | 60 | 250 | 15,000 |
| | Sub-Total (2) - Regional Demand Facilities | ITEM | | | 387,000 |

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)
MCH & Preschool

JOB 4605
 DATE 23/08/2007
 FECA 595
 UCA 50
 REF U/11B

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Core CAC: Generated by Neighbourhood Demand | | | | |
| | MCH | | | | |
| | Consulting rooms (general) (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Consulting rooms (MCH) (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Waiting room (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Offices for NGO's (FECA) | M2 | 40 | 1,750 | 70,000 |
| | Preschool (Double) | | | | |
| | Lobby (FECA) | M2 | 20 | 1,700 | 34,000 |
| | Bag rooms (FECA) | M2 | 30 | 1,100 | 33,000 |
| | Children rooms (60 children x 3.3m2/child) (FECA) | M2 | 198 | 1,700 | 336,600 |
| | Kitchen (FECA) | M2 | 12 | 2,000 | 24,000 |
| | Office / administration room (FECA) | M2 | 16 | 1,750 | 28,000 |
| | Storage internal (FECA) | M2 | 40 | 1,100 | 44,000 |
| | Storage external (shed) ITEM | | | | 10,000 |
| | Children's toilets (FECA) | M2 | 12 | 2,400 | 28,800 |
| | Staff toilets and shower (FECA) | M2 | 8 | 2,400 | 19,200 |
| | Outdoor play (60 children x 7.0m2/child) (OPEN) | M2 | 420 | 250 | 105,000 |
| | Circulation (FECA) | M2 | 99 | 1,100 | 109,120 |
| | Canopies / verandahs (UCA) | M2 | 50 | 700 | 35,000 |
| | Extra over items | | | | |
| | Operable walls and auto doors ITEM | | | | 25,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition ITEM | | | | 24,000 |
| | Roads, footpaths and paved areas ITEM | | | | 24,000 |
| | Car parking (12 spaces) ITEM | | | | 36,000 |
| | Boundary walls, fences and gates ITEM | | | | 30,000 |
| | Outbuildings and covered ways (Nil) ITEM | | | | - |
| | Landscaping and Improvements ITEM | | | | 60,000 |
| | External stormwater drainage ITEM | | | | 30,000 |
| | External sewer drainage ITEM | | | | 12,000 |
| | External water supply ITEM | | | | 6,000 |
| | External gas reticulation ITEM | | | | 3,000 |
| | External fire protection ITEM | | | | 6,000 |
| | External light & power ITEM | | | | 18,000 |
| | External communications ITEM | | | | 3,000 |
| | Balance of funds ITEM | | | | (1,720) |

SUB-TOTAL \$ 1,356,000

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 68,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 3.00 % | \$ 43,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 37,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 166,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

\$ 1,670,000

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 CAC (General Focus)**

JOB 4605
DATE 23/08/2007
FECA 278
UCA 23
REF U/12A

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Entry | | | | |
| | Entry (FECA) | M2 | 35 | 1,700 | 59,500 |
| | Coordinators storage (FECA) | M2 | 6 | 1,100 | 6,600 |
| | Coordinators offices (FECA) | M2 | 32 | 1,750 | 56,000 |
| | Kitchen & Food Service Centre | | | | |
| | Kitchen (domestic) (FECA) | M2 | 25 | 2,000 | 50,000 |
| | Kitchen store (FECA) | M2 | 12 | 2,000 | 24,000 |
| | Meeting Rooms | | | | |
| | Meeting room 1 (FECA) | M2 | 30 | 1,750 | 52,500 |
| | Meeting room 2 (FECA) | M2 | 50 | 1,750 | 87,500 |
| | User store (FECA) | M2 | 12 | 1,100 | 13,200 |
| | Common Amenities | | | | |
| | Toilets (men & women) (FECA) | M2 | 20 | 2,400 | 48,000 |
| | Accessible / family toilets / change (FECA) | M2 | 6 | 2,400 | 14,400 |
| | Cleaners store (FECA) | M2 | 4 | 1,800 | 7,200 |
| | Circulation | | | | |
| | Circulation (FECA) | M2 | 46 | 1,100 | 51,040 |
| | Canopies / verandahs (UCA) | M2 | 23 | 700 | 16,240 |
| | Extra over items | | | | |
| | Operable walls and auto doors | ITEM | | | 25,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 11,000 |
| | Roads, footpaths and paved areas | ITEM | | | 11,000 |
| | Car parking (8 spaces) | ITEM | | | 14,000 |
| | Boundary walls, fences and gates | ITEM | | | 10,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 20,000 |
| | External stormwater drainage | ITEM | | | 10,000 |
| | External sewer drainage | ITEM | | | 3,000 |
| | External water supply | ITEM | | | 4,000 |
| | External gas reticulation | ITEM | | | 2,000 |
| | External fire protection | ITEM | | | 4,000 |
| | External light & power | ITEM | | | 7,000 |
| | External communications | ITEM | | | 2,000 |
| | Balance of funds | ITEM | | | 820 |

SUB-TOTAL \$ **610,000**

| | | | |
|--|---------|----|--------|
| PRELIMINARIES (Included Above) | - % | \$ | - |
| DESIGN VARIABLE | 5.00 % | \$ | 31,000 |
| COST ESCALATION TO TENDER | - % | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 3.00 % | \$ | 19,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ | 17,000 |
| PROFESSIONAL FEES | 11.00 % | \$ | 73,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ | - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 750,000

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 CAC (General Focus)
MCH & Preschool

CLIENT: VicUrban

JOB 4605
 DATE 23/08/2007
 FECA 595
 UCA 50
 REF U/12B

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Core CAC: Generated by Neighbourhood Demand | | | | |
| | MCH | | | | |
| | Consulting rooms (general) (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Consulting rooms (MCH) (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Waiting room (FECA) | M2 | 40 | 1,700 | 68,000 |
| | Offices for Visiting Services (FECA) | M2 | 40 | 1,750 | 70,000 |
| | Preschool (Double) | | | | |
| | Lobby (FECA) | M2 | 20 | 1,700 | 34,000 |
| | Bag rooms (FECA) | M2 | 30 | 1,100 | 33,000 |
| | Children rooms (60 children x 3.3m2/child) (FECA) | M2 | 198 | 1,700 | 336,600 |
| | Kitchen (FECA) | M2 | 12 | 2,000 | 24,000 |
| | Office / administration room (FECA) | M2 | 16 | 1,750 | 28,000 |
| | Storage internal (FECA) | M2 | 40 | 1,100 | 44,000 |
| | Storage external (shed) | ITEM | | | 10,000 |
| | Children's toilets (FECA) | M2 | 12 | 2,400 | 28,800 |
| | Staff toilets and shower (FECA) | M2 | 8 | 2,400 | 19,200 |
| | Outdoor play (60 children x 7.0m2/child) (OPEN) | M2 | 420 | 250 | 105,000 |
| | Circulation (FECA) | M2 | 99 | 1,100 | 109,120 |
| | Canopies / verandahs (UCA) | M2 | 50 | 700 | 35,000 |
| | Extra over items | | | | |
| | Operable walls and auto doors | ITEM | | | 25,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 24,000 |
| | Roads, footpaths and paved areas | ITEM | | | 24,000 |
| | Car parking (12 spaces) | ITEM | | | 36,000 |
| | Boundary walls, fences and gates | ITEM | | | 30,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements | ITEM | | | 60,000 |
| | External stormwater drainage | ITEM | | | 30,000 |
| | External sewer drainage | ITEM | | | 12,000 |
| | External water supply | ITEM | | | 6,000 |
| | External gas reticulation | ITEM | | | 3,000 |
| | External fire protection | ITEM | | | 6,000 |
| | External light & power | ITEM | | | 18,000 |
| | External communications | ITEM | | | 3,000 |
| | Balance of funds | ITEM | | | (1,720) |

SUB-TOTAL \$ **1,356,000**

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 68,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 3.00 % | \$ 43,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 37,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 166,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 1,670,000

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTHERN TOWN CENTRE CAC (Skilling, Training, Resources)**

JOB 4605
DATE 23/08/2007
FECA 590
UCA 49
REF U/13

CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|--------------|--------------|
| | Core CAC: Generated by Neighbourhood Demand Refer to Sub total (1) over | ITEM | | | 488,900 |
| | Core CAC: Generated by Regional Demand Refer to Sub total (2) over | ITEM | | | 375,000 |
| | Circulation | | | | |
| | Circulation (FECA) | M2 | 98 | 1,100 | 107,800 |
| | Canopies / verandahs (UCA) | M2 | 49 | 700 | 34,300 |
| | Extra over items | | | | |
| | Operable walls and auto doors | ITEM | | | 50,000 |
| | Site Works and External Services | | | | |
| | Site preparation & demolition | ITEM | | | 40,000 |
| | Roads, footpaths and paved areas | ITEM | | | 40,000 |
| | Car parking (20 spaces) | ITEM | | | 60,000 |
| | Boundary walls, fences and gates | ITEM | | | 50,000 |
| | Outbuildings and covered ways (Nil) | ITEM | | | - |
| | Landscaping and Improvements (Excluded) | ITEM | | | - |
| | External stormwater drainage | ITEM | | | 50,000 |
| | External sewer drainage | ITEM | | | 20,000 |
| | External water supply | ITEM | | | 10,000 |
| | External gas reticulation | ITEM | | | 5,000 |
| | External fire protection | ITEM | | | 10,000 |
| | External light & power | ITEM | | | 30,000 |
| | External communications | ITEM | | | 5,000 |
| | Balance of funds | ITEM | | | (2,000) |

SUB-TOTAL \$ **1,374,000**

| | | |
|--|---------|------------|
| PRELIMINARIES (Included Above) | - % | \$ - |
| DESIGN VARIABLE | 5.00 % | \$ 69,000 |
| COST ESCALATION TO TENDER | - % | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 3.00 % | \$ 43,000 |
| CONTRACT CONTINGENCY | 2.50 % | \$ 37,000 |
| PROFESSIONAL FEES | 11.00 % | \$ 167,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | \$ - |

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 1,690,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTHERN TOWN CENTRE CAC (Skilling, Training, Resources)**

JOB 4605
DATE 23/08/2007
FECA 590
UCA 49
REF U/13

CLIENT: VicUrban

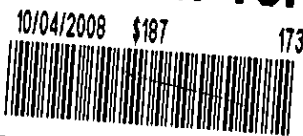
| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Core CAC: Generated by Neighbourhood Demand Entry | | | | |
| | Entry (FECA) M2 | 35 | 1,700 | 59,500 | |
| | Coordinators storage (FECA) M2 | 6 | 1,100 | 6,600 | |
| | Coordinators offices (FECA) M2 | 32 | 1,750 | 56,000 | |
| | Offices for NGO's (FECA) M2 | 40 | 1,750 | 70,000 | |
| | Main Hall | | | | |
| | Hall (FECA) M2 | - | - | - | |
| | User storage (FECA) M2 | - | - | - | |
| | Playgroup storage (FECA) M2 | - | - | - | |
| | Chair and table storage (FECA) M2 | - | - | - | |
| | Kitchen & Food Service Centre | | | | |
| | Kitchen (commercial) (FECA) M2 | - | - | - | |
| | Kitchen (domestic) (FECA) M2 | 25 | 2,000 | 50,000 | |
| | Kitchen store (FECA) M2 | 12 | 2,000 | 24,000 | |
| | Meeting Rooms | | | | |
| | Meeting room 1 (FECA) M2 | 30 | 1,750 | 52,500 | |
| | Meeting room 2 (FECA) M2 | 50 | 1,750 | 87,500 | |
| | User store (FECA) M2 | 12 | 1,100 | 13,200 | |
| | Common Amenities | | | | |
| | Toilets (men & women) (FECA) M2 | 20 | 2,400 | 48,000 | |
| | Accessible / family toilets / change (FECA) M2 | 6 | 2,400 | 14,400 | |
| | Cleaners store (FECA) M2 | 4 | 1,800 | 7,200 | |
| | Sub-Total (1) - Neighbourhood Demand Facilities | ITEM | | | 488,900 |
| | Core CAC: Generated by Regional Demand | | | | |
| | Neighbourhood House Space | | | | |
| | Flexible class/meeting/consulting rooms (FECA) M2 | 100 | 1,750 | 175,000 | |
| | Fine Arts Space | | | | |
| | Wet area (FECA) M2 | 30 | 1,750 | 52,500 | |
| | Exhibition space (FECA) M2 | 30 | 1,750 | 52,500 | |
| | Performing Arts Space | | | | |
| | Main hall for stage (FECA) M2 | 40 | 1,500 | 60,000 | |
| | Green room (FECA) M2 | 20 | 1,750 | 35,000 | |
| | Sub-Total (2) - Regional Demand Facilities | ITEM | | | 375,000 |

AF771740P

10/04/2008 \$187 173



AF771740P



Annexure

Plan identifying the

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

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

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 1
PLAN NO. PS810029J

The land in PS810029J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 17, 37 - 56, 94 - 114.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 7 484 ST KILDA ROAD MELBOURNE VIC 3004

OC050729M 12/01/2021

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC050729M 12/01/2021

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0 | 0 |
| Lot 1 | 100 | 100 |
| Lot 2 | 100 | 100 |
| Lot 3 | 100 | 100 |
| Lot 4 | 100 | 100 |
| Lot 5 | 100 | 100 |
| Lot 6 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 1
PLAN NO. PS810029J

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 7 | 100 | 100 |
| Lot 8 | 100 | 100 |
| Lot 9 | 100 | 100 |
| Lot 10 | 100 | 100 |
| Lot 11 | 100 | 100 |
| Lot 12 | 100 | 100 |
| Lot 13 | 100 | 100 |
| Lot 14 | 100 | 100 |
| Lot 15 | 100 | 100 |
| Lot 16 | 100 | 100 |
| Lot 17 | 100 | 100 |
| Lot 37 | 100 | 100 |
| Lot 38 | 100 | 100 |
| Lot 39 | 100 | 100 |
| Lot 40 | 100 | 100 |
| Lot 41 | 100 | 100 |
| Lot 42 | 100 | 100 |
| Lot 43 | 100 | 100 |
| Lot 44 | 100 | 100 |
| Lot 45 | 100 | 100 |
| Lot 46 | 100 | 100 |
| Lot 47 | 100 | 100 |
| Lot 48 | 100 | 100 |
| Lot 49 | 100 | 100 |
| Lot 50 | 100 | 100 |
| Lot 51 | 100 | 100 |
| Lot 52 | 100 | 100 |
| Lot 53 | 100 | 100 |
| Lot 54 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 1
PLAN NO. PS810029J

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 55 | 100 | 100 |
| Lot 56 | 100 | 100 |
| Lot 94 | 100 | 100 |
| Lot 95 | 100 | 100 |
| Lot 96 | 100 | 100 |
| Lot 97 | 100 | 100 |
| Lot 98 | 100 | 100 |
| Lot 99 | 100 | 100 |
| Lot 100 | 100 | 100 |
| Lot 101 | 100 | 100 |
| Lot 102 | 100 | 100 |
| Lot 103 | 100 | 100 |
| Lot 104 | 100 | 100 |
| Lot 105 | 100 | 100 |
| Lot 106 | 100 | 100 |
| Lot 107 | 100 | 100 |
| Lot 108 | 100 | 100 |
| Lot 109 | 100 | 100 |
| Lot 110 | 100 | 100 |
| Lot 111 | 100 | 100 |
| Lot 112 | 100 | 100 |
| Lot 113 | 100 | 100 |
| Lot 114 | 100 | 100 |
| Total | 5800.00 | 5800.00 |

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 2
PLAN NO. PS810029J

The land in PS810029J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 18 - 36, 57 - 93.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 7 484 ST KILDA ROAD MELBOURNE VIC 3004

OC050728P 12/01/2021

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC050728P 12/01/2021

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 2 | 0 | 0 |
| Lot 18 | 100 | 100 |
| Lot 19 | 100 | 100 |
| Lot 20 | 100 | 100 |
| Lot 21 | 100 | 100 |
| Lot 22 | 100 | 100 |
| Lot 23 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 2
PLAN NO. PS810029J

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 24 | 100 | 100 |
| Lot 25 | 100 | 100 |
| Lot 26 | 100 | 100 |
| Lot 27 | 100 | 100 |
| Lot 28 | 100 | 100 |
| Lot 29 | 100 | 100 |
| Lot 30 | 100 | 100 |
| Lot 31 | 100 | 100 |
| Lot 32 | 100 | 100 |
| Lot 33 | 100 | 100 |
| Lot 34 | 100 | 100 |
| Lot 35 | 100 | 100 |
| Lot 36 | 100 | 100 |
| Lot 57 | 100 | 100 |
| Lot 58 | 100 | 100 |
| Lot 59 | 100 | 100 |
| Lot 60 | 100 | 100 |
| Lot 61 | 100 | 100 |
| Lot 62 | 100 | 100 |
| Lot 63 | 100 | 100 |
| Lot 64 | 100 | 100 |
| Lot 65 | 100 | 100 |
| Lot 66 | 100 | 100 |
| Lot 67 | 100 | 100 |
| Lot 68 | 100 | 100 |
| Lot 69 | 100 | 100 |
| Lot 70 | 100 | 100 |
| Lot 71 | 100 | 100 |
| Lot 72 | 100 | 100 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/11/2024 03:48:02 PM

OWNERS CORPORATION 2
PLAN NO. PS810029J

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|--------------|----------------|----------------|
| Lot 73 | 100 | 100 |
| Lot 74 | 100 | 100 |
| Lot 75 | 100 | 100 |
| Lot 76 | 100 | 100 |
| Lot 77 | 100 | 100 |
| Lot 78 | 100 | 100 |
| Lot 79 | 100 | 100 |
| Lot 80 | 100 | 100 |
| Lot 81 | 100 | 100 |
| Lot 82 | 100 | 100 |
| Lot 83 | 100 | 100 |
| Lot 84 | 100 | 100 |
| Lot 85 | 100 | 100 |
| Lot 86 | 100 | 100 |
| Lot 87 | 100 | 100 |
| Lot 88 | 100 | 100 |
| Lot 89 | 100 | 100 |
| Lot 90 | 100 | 100 |
| Lot 91 | 100 | 100 |
| Lot 92 | 100 | 100 |
| Lot 93 | 100 | 100 |
| Total | 5600.00 | 5600.00 |

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Date of issue
28/11/2024

Assessment No.
1130319

Certificate No.
167116

Your reference
75064331-023-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 1037 Edgars Road WOLLERT 3750

Description: LOT: 81 PS: 810029J

AVPCC: 120.4 Townhouse

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2024 | 1 July 2024 | \$440,000 | \$75,000 | \$22,000 |

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 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 01/07/2024 | \$1,030.39 | |
| Fire services charge (Res) levied on 01/07/2024 | \$132.00 | |
| Fire services levy (Res) levied on 01/07/2024 | \$38.28 | |
| Waste Landfill Levy General levied on 01/07/2024 | \$16.65 | |
| Arrears to 30/06/2024 | \$311.00 | |
| Interest to 28/11/2024 | \$0.00 | |
| Other adjustments | \$0.00 | |
| Less Concessions | \$0.00 | |
| Sustainable land management rebate | \$0.00 | |
| Payments | -\$616.32 | |
| Balance of rates & charges due: | | \$912.00 |

Property debts

Other debtor amounts

Special rates & charges

nil

| | |
|--|-----------------|
| Total rates, charges and other monies due | \$912.00 |
|--|-----------------|

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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:

Full private waste management service



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 **1130319**



Phone 1300 301 185
Ref **1130319**



Biller Code **5157**
Ref **1130319**

26th November 2024

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Bond Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

| | |
|------------------------------------|---|
| Property Address: | 1037 EDGARS ROAD WOLLERT 3750 |
| Applicant | Bond Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA |
| Information Statement | 30902793 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 718682 |

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|-------------------------------|
| Property Address | 1037 EDGARS ROAD WOLLERT 3750 |
|------------------|-------------------------------|

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 Property Information Statement

| | |
|------------------|-------------------------------|
| Property Address | 1037 EDGARS ROAD WOLLERT 3750 |
|------------------|-------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

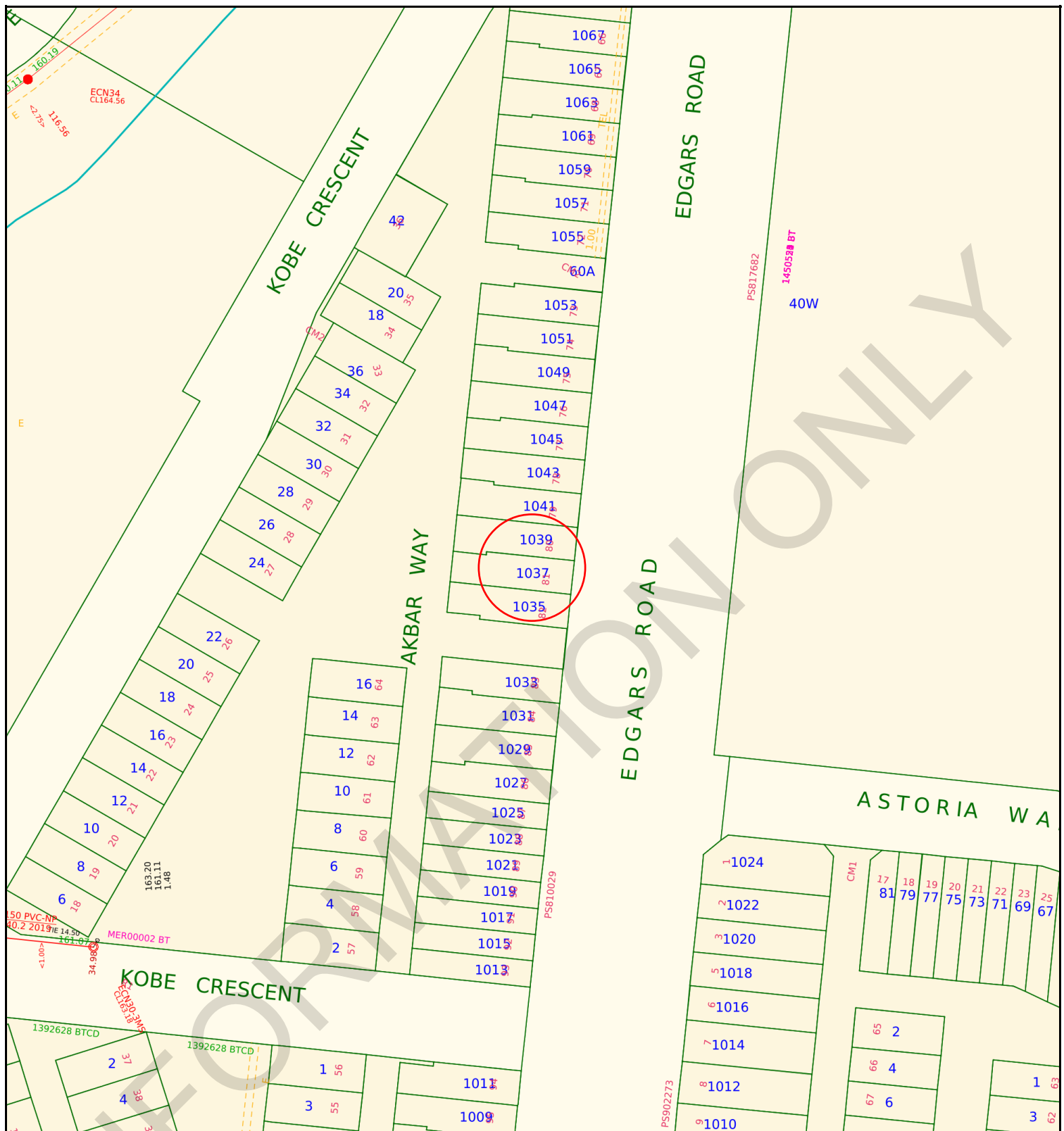
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water
Information Statement
Number: 30902793

| | | |
|---------|-------------------------------|--|
| Address | 1037 EDGARS ROAD WOLLERT 3750 | |
| Date | 26/11/2024 | |
| 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;

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0387859197
Rate Certificate No: 30902793

Date of Issue: 26/11/2024
Your Ref: 718682

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|----------------------------------|-------------|-----------------|---------------|
| 1037 EDGARS RD, WOLLERT VIC 3750 | 81\PS810029 | 5198821 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|----------------------------------|--------------------------|----------|-------------|
| Residential Water Service Charge | 01-10-2024 to 31-12-2024 | \$20.86 | \$20.86 |
| Residential Sewer Service Charge | 01-10-2024 to 31-12-2024 | \$119.50 | \$119.50 |
| Parks Fee | 01-10-2024 to 31-12-2024 | \$21.98 | \$21.98 |
| Drainage Fee | 01-10-2024 to 31-12-2024 | \$30.77 | \$30.77 |

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

| | |
|--|-------------------------------------|
| Other Charges: | |
| Interest | No interest applicable at this time |
| No further charges applicable to this property | |
| Balance Brought Forward | \$0.00 |
| Total for This Property | \$193.11 |

The property above forms part of the property for which the charges below are applicable

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------------|------------|-----------------|---------------|
| 286 HARVEST HOME RD, WOLLERT VIC 3750 | B\PS816915 | 5191852 | Superseded |

| Agreement Type | Period | Charges | Outstanding |
|--|-------------------------------------|---------|-------------|
| 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 |



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

Property No: 5198821**Address:** 1037 EDGARS RD, WOLLERT VIC 3750**Water Information Statement Number:** 30902793

HOW TO PAY

Biller Code: 314567
Ref: 03878591973Amount
PaidDate
PaidReceipt
Number

Property Clearance Certificate

Land Tax



INFOTRACK / BOND CONVEYANCING

| | |
|-----------------|-------------|
| Your Reference: | 32383 |
| Certificate No: | 80918120 |
| Issue Date: | 26 NOV 2024 |
| Enquiries: | CXM0 |

Land Address: 1037 EDGARS ROAD WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 48026000 | 81 | 810029 | 12276 | 791 | \$0.00 |
| | 81 | 810029 | | | |

Vendor: ROBERT GARDE
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|------------------------|------|---------------|------------------|------------------|--------|
| MRS ROBERT JAMES GARDE | 2024 | \$75,000 | \$500.00 | \$0.00 | \$0.00 |


Comments: Land Tax of \$500.00 has been assessed for 2024, an amount of \$500.00 has been paid.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$460,000 |
| SITE VALUE: | \$75,000 |
| CURRENT LAND TAX CHARGE: | \$0.00 |



Notes to Certificate - Land Tax

Certificate No: 80918120

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$75,000

Calculated as \$500 plus (\$75,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80918120

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: 80918120

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BOND CONVEYANCING

| | |
|-----------------|-------------|
| Your Reference: | 32383 |
| Certificate No: | 80918120 |
| Issue Date: | 26 NOV 2024 |
| Enquires: | CXM0 |

| Land Address: 1037 EDGARS ROAD WOLLERT VIC 3750 | | | | | |
|---|---------------------------|----------------|-------------------------------------|--|-------------|
| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
| 48026000 | 81 | 810029 | 12276 | 791 | \$0.00 |
| | 81 | 810029 | | | \$0.00 |
| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment | |
| 120.4 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. | |

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

Paul Broderick
Commissioner of State Revenue

| | |
|-------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$460,000 |
| SITE VALUE: | \$75,000 |
| CURRENT CIPT CHARGE: | \$0.00 |



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80918120

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BOND CONVEYANCING

| | |
|-----------------|-------------|
| Your Reference: | 32383 |
| Certificate No: | 80918120 |
| Issue Date: | 26 NOV 2024 |

Land Address: 1037 EDGARS ROAD WOLLERT VIC 3750

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 81 | 810029 | 12276 | 791 |
| 81 | 810029 | | |

Vendor: ROBERT GARDE
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: 80918120

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 80918121

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: 80918121

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.

OWNER'S CORPORATION CERTIFICATE
s.151(4)(a) Owner's Corporation Act 2006 and r.11 Owner's Corporations Regulations 2007

Owner's Corporation No **810029J**
Address **56A-60A Eaststone Avenue,
Wollert VIC 3750**

This certificate is issued for Lot **81** on Plan of Subdivision No **810029J**

Postal address is
18 Cormo Close
Elderslie NSW 2570

Applicant for the certificate is **InfoTrack**

Address for delivery of certificate **ownerscorp@infotrack.com.au**

Date that the application was received **26 November 2024.**

IMPORTANT:

The information in this certificate is issued on **6 December 2024.**

You can inspect the Owner's Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current six-monthly fees for the lot are \$1,351.70 payable six-monthly.

(b) The date up to which the fees for the lot have been paid is 31 Oct 2024.

(c) The total of any unpaid fees or charges for the lot is:

Administrative Fund

| | |
|--------------------|------------|
| Amount owing | \$1,255.20 |
| Interest owing | \$0.00 |
| Total amount owing | \$1,255.20 |

Maintenance Fund

| | |
|--------------------|---------|
| Amount owing | \$96.50 |
| Interest owing | \$0.00 |
| Total amount owing | \$96.50 |

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

Owner's Corporation Fees may be paid by EFT as follows:

Biller code: 96503
Reference Number: 254271935 38724

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The Owner's Corporation has the following insurance cover:

| | | | | | |
|-------------------------------------|-------------|-------------------|--------------------------------|--------------------|------------|
| Policy No. | HU000605776 | CHU | 6.2 | | |
| Type: | Strata | Broker: | AB Phillips | | |
| | | | PO Box 832, MOORABBIN VIC 3189 | | |
| Premium: | \$56,328.62 | Paid on: | 28/11/2024 | Policy start date: | 30/11/2024 |
| | | | | Next due: | 30/11/2025 |
| Cover | | Sum insured | Excess | Notes | |
| Building | | \$46,663,312.00 | \$0.00 | | |
| Loss of Rent | | \$6,999,496.00 | \$2,000.00 | Policy | |
| Common Property | | \$466,633.00 | \$2,000.00 | Flood | |
| Public Liability | | \$30,000,000.00 | \$2,000.00 | Unoccupancy | |
| Voluntary Workers | | \$200,000/\$2,000 | \$0.00 | | |
| Fidelity Guarantee | | \$250,000.00 | \$0.00 | | |
| Office Bearers Liability | | \$1,000,000.00 | \$0.00 | | |
| Govt. Audit Costs | | \$25,000.00 | \$0.00 | | |
| Legal Expenses | | \$150,000.00 | \$0.00 | | |
| Lot Owners' Fixtures & Improvements | | \$250,000.00 | \$0.00 | | |

The type of Policy is: Strata

The buildings covered by the Policy are situated at: **56A-60A Eaststone Avenue, Wollert VIC 3750**

(g) Has the Owner's Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the Owner's Corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the Owner's Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

- Management agreement with BFG Strata Management.
- Waste management agreement with Bin Boy Environmental
- Caretaking agreement with Limpia Cleaning Services

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details: NIL

(l) Are there any notices or orders served on the Owner's Corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 6 December 2024.

(m) Are there any legal proceedings to which the Owner's Corporation is a party and any circumstances of which the Owner's Corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL

(n) Has the Owner's Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141
Telephone: (03) 9804 8770

(o) Has an administrator been appointed for the Owner's Corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the Owner's Corporation certificate are:

A copy of the latest financial statements
A copy of the minute of the last annual general meeting of the Owner's Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owner's Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owner's Corporation register by making written application to the Agent at the address listed below.

Date: 6 December 2024

Please email the Notice of Acquisition to this email address – strata2@bfgstrata.com.au

This Owner's Corporation certificate was prepared by:



.....(signature)

Candice Niuafe
BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 810029J****ADDRESS OF THE STRATA SCHEME:**

56A-60A Eaststone Avenue, Wollert VIC 3750

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 810029J was held Level 16, 627 Chapel Street, South Yarra 3141 on 18/12/2023 commenced at .

PRESENT:

| Lot # | Unit # | Attendance | Owner Name Representative |
|-------|--------|------------|--|
| 19 | 8 | Yes | Rodney Stewart Price |
| 44 | 25 | Yes | M Bos & J Gardener Bos Super Property Py Ltd |
| 88 | 1023 | Yes | Matt Pattison Matthew Paul Pattison |

CHAIRPERSON (acting): Candice Niuafe

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 MANAGER'S & COMMITTEE REPORT

Resolved that the Manager's and Committee report (If Applicable) for the financial year be adopted.

3 FINANCIAL STATEMENTS

Resolved that the Owners Corporation approve the financial statements for the Financial Year ending 30/09/2023.

4 AUDITOR

Resolved that an auditor be engaged to audit the annual accounts if the Owners Corporation consists of 100 lots or more or levies exceed \$200,000 in any financial year.

5 MAINTENANCE PLAN

Resolved that a consultant be appointed to prepare a 10 year Maintenance plan.

6 BUDGET**ADMINISTRATIVE FUND**

Resolved that the Owners Corporation approved the budget for the next financial year.

MAINTENANCE FUND

Resolved that the Owners Corporation approved the budget for the next financial year. (If Applicable)

7 CONTRIBUTIONS

Resolved that in Accordance with the Owners Corporations Act 2006 - Section 23

(a) Contributions to the administrative fund for the next financial year are estimated at \$279,516.60 including GST (If Applicable);

(b) Contributions to the maintenance fund are estimated for the next financial year at \$22,000.00 including GST (If Applicable);

and contributions are due and payable Six-monthly on the 1st of January and 1st of July. The increase in the budget for this financial year will see the six monthly contribution fees increase by \$380 per Lot.

The increase is attributable to the fact that last years levies were largely offset utilising the budget surplus to reduce the levies, however, this year there has been no surplus utilised. This will ensure there is sufficient funds available in the event that expenses come in throughout the year above the budgtd amounts set, removing the need for the raising of special levies.

8 INSURANCE

Resolved that the Owners Corporation considered and approved the current insurance policy. Members are advised to consult the FSG and PDS before deciding on insurance.

Current Owners Corporation Insurance Details

Policy No.HU0006057766

CHU

Type : Strata

Broker : AB Phillips

Premium : \$39,201.71 Paid on : 29/11/2022 Start : 30/11/2022 Next due : 30/11/2023

| Cover | Sum Insured | Excess | Notes |
|-------------------------------------|-----------------|--------------|----------------|
| Building | \$42,325,000.00 | \$1,000.00 | Flood included |
| Loss of Rent | \$6,348,750.00 | \$0.00 | |
| Contents | \$320,000.00 | \$0.00 | |
| Public Liability | \$30,000,000.00 | \$0.00 | |
| Voluntary Workers | 200,000/2,000 | \$0.00 | |
| Fidelity Guarantee | \$250,000.00 | \$0.00 | |
| Office Bearers Liability | \$1,000,000.00 | \$0.00 | |
| Govt. Audit Costs | \$175,000.00 | \$0.00 | |
| Lot Owners' Fixtures & Improvements | | \$250,000.00 | \$0.00 |

9 EXECUTIVE COMMITTEE

Resolved the Owners Corporation appoints an executive Committee as required by Part 5 Section 100 of the Owners Corporation Act.

(a) That the number of members of the executive committee be decided. Minimum is 3, and maximum is 7. However and Owners Corporation may resolve by Ordinary Resolution to elect more than 7 members but still less than 12.

(b) That the members of the executive committee be elected. Nominations for Committee can be noted by ticking Box B on the proxy form if you cannot attend the meeting in person.

Executive Committee

| | |
|--------------------|---------------|
| Chairperson Lot 19 | Rodney Price |
| Member Lot 103 | John Larcombe |
| Member Lot 44 | Mark Bos |
| Member Lot 88 | Matt Pattison |

10 OFFICE BEARERS LIABILITY INSURANCE

Resolved that the Owners Corporation Members acknowledge and accept that the insurance policy will need to have office bearers liability cover added to the policy to cover the Committee members.

11 DELEGATION

Resolved that the members of the Owners Corporation delegate under Part 2 Section 11 and Part 6 Section 124 of the Owners Corporation Act 2006/7 the elected members of the Committee and or any elected representative and the appointed Owners Corporation manager, BFG Strata Management, are hereby delegated with the powers and functions of the Owners Corporation except where a unanimous or special resolution is required. The Committee does not have the power to terminate the appointment of BFG Strata Management. Termination of BFG Strata Management as Manager of this Owners Corporation may only be resolved by way of ordinary resolution at a general meeting of the Owners Corporation.

This instrument will remain in place until the next Annual General Meeting when the Committee or representative of the Owners Corporation are duly reelected. The Committee further delegate all the powers and functions to the incumbent management company in accordance with section 3.2 of the Contract of Appointment that are necessary to enable it to perform its duties under this appointment.

12 VALUER

Resolved that the Owners Corporation Members resolve under Part 3 Section 65(2) of the Owners Corporation Act to have an Insurance Valuation carried out on the Building and Common Contents every 5 years or earlier, and that the building replacement cover be adjusted in accordance with the valuer's recommendation.

The next valuation is due 28/10/2027.

13 DEBT RECOVERY

Resolved that the Owners Corporation Manager shall take whatever action is necessary to recover any amount owed to the Owners Corporation in accordance with Section 30,31,32, and section 164 (2) of the Owners Corporation Act 2006. The Owners Corporation authorise BFG Strata Management to make an application on behalf of the Owners Corporation for an order requiring an owner to pay any outstanding fee and levies that are considered outstanding after a final notice is given under section 12. All legal costs not recovered shall be incurred by the Owners Corporation.

14 PAYMENT PLAN

Resolved that the Owners Corporation members delegate the powers to the Owners Corporation manager to establish a payment arrangement, assisting owners facing financial hardship, ensuring that levies are settled prior to the due date of the next levy.

15 PROPERTY MAINTENANCE/ESSENTIAL SERVICES

Resolved that the Owners Corporation Members accept the Strata Manager of BFG Strata Management to spend up to \$1,000 (approx) per year on Repairs & Maintenance to the Owners Corporation Property.

16 OWNERS CORPORATION RULES

Resolved that the Owners Corporation specially resolves pursuant to Section 138 of the Act to make additional rules in the following terms:-

By Law - Service of Documents on Owner of a Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

Alteration to Rules

Consideration to be given to whether or not the existing consolidated, special or additional rules (if any) or the Model Rules require an amendment by a special resolution and if it is necessary to make, revoke or approve rules.

17 CONTRACT OF APPOINTMENT

Resolved that the Owners Corporation members have resolved that if no notice of its intention to revoke this Appointment is given by the Owners Corporation to the Manager at least 28 days prior to the expiry date, the Appointment will continue until the expiration of one year after the expiry date (which date will then become the expiry date) but will not exceed the date of the next Annual General Meeting at which time re-appointment must be confirmed.

18 COMMON SEAL

Resolved that the Owners Corporation members have resolved that as per Section 18A (4) of the OC Act, the common seal is no longer required and can be destroyed.

19 GENERAL BUSINESS

Resolved items of a general nature not listed in the Current Agenda be discussed. (Please note resolutions to approve works cannot be written at meetings. Therefore, the Owners Corporation can agree to acknowledge and accept that they will provide instructions to the manager).

- It was discussed that tendered quote presented for waste management came in higher then current contractor. No decision to change contractor based on quote.
- It was discussed that tendered quote presented for caretaking came in higher then current contractor. No decision to change contractor based on quote.

CLOSURE: There being no further business, the chairperson declared the meeting closed at .

INFORMATION ONLY

Owner Ledger

Start Date: 01/12/2022

End Date: 31/12/2026

Owners: One only

Owners Corporation PS 810029J

56A-60A Eaststone Avenue, Wollert VIC 3750

Lot 81 Unit 1037 Robert James Garde & Deanne Marie Garde

UE / AE: 100.00 / 11,400.00

Levies

| Levy no. | Due date | Frequency | Details | Admin Fund | | Maintenance Fund | | Interest paid | Discount | Levy type | Status | Group |
|----------|------------|-------------|---|------------|----------|------------------|--------|---------------|----------|-----------|--------|-------|
| | | | | Due | Paid | Due | Paid | | | | | |
| | | | Balance brought forward | 0.00 | | 0.00 | | | | | | |
| 1 | 01/01/2023 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance - Period from 01/01/2023 to 30/06/2023 | 701.30 | 701.30 | 241.25 | 241.25 | 0.00 | 0.00% | Standard | Normal | None |
| 2 | 01/07/2023 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance - Period from 01/07/2023 to 31/12/2023 | 701.30 | 701.30 | 241.25 | 241.25 | 0.00 | 0.00% | Standard | Normal | None |
| 3 | 01/01/2024 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance - Period from 01/01/2024 - 30/06/2024 | 1,225.95 | 1,225.95 | 96.50 | 96.50 | 0.00 | 0.00% | Standard | Normal | None |
| 4 | 01/07/2024 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance - Period from 01/07/2024 - 31/12/2024 | 1,225.95 | 1,225.95 | 96.50 | 96.50 | 0.00 | 0.00% | Standard | Normal | None |
| 5 | 01/11/2024 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance 01/11/2024 - 30/04/2025 | 1,255.20 | 0.00 | 96.50 | 0.00 | 0.00 | 0.00% | Standard | Normal | None |
| 6 | 01/05/2025 | Six-monthly | Six Monthly Contribution Fees Including Building Insurance 01/05/2025 - 31/10/2025 | 1,255.20 | 0.00 | 96.50 | 0.00 | 0.00 | 0.00% | Standard | Normal | None |

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$1,351.70

Interest on levy arrears \$0.00

Receipts

| Date | Receipt no. | Subtype | Status | Source | Admin Fund | | Maintenance Fund | | Unallocated | | Total amount | Cheque no. | Levy no. |
|------------|-------------|---------|--------|--------|------------|----------|------------------|----------|-------------|--|--------------|------------|----------|
| | | | | | Paid | Interest | Paid | Interest | Paid | | | | |
| 30/12/2022 | 779 | Receipt | Banked | | 701.30 | 0.00 | 241.25 | 0.00 | 0.00 | | 942.55 | | 1 |
| 05/07/2023 | 905 | Receipt | Banked | | 701.30 | 0.00 | 241.25 | 0.00 | 0.00 | | 942.55 | | 2 |

| | | | | | | | | | | |
|------------|------|---------|--------|----------|------|-------|------|------|----------|---|
| 31/01/2024 | 1030 | Receipt | Banked | 1,225.95 | 0.00 | 96.50 | 0.00 | 0.00 | 1,322.45 | 3 |
| 31/07/2024 | 1143 | Receipt | Banked | 1,225.95 | 0.00 | 96.50 | 0.00 | 0.00 | 1,322.45 | 4 |

Statement of Financial Position

As at 30/09/2024

Owners Corporation PS 810029J

56A-60A Eaststone Avenue, Wollert VIC 3750

| | Current period |
|------------------------------------|---------------------|
| Owners' funds | |
| Administrative Fund | |
| Operating Surplus/Deficit--Admin | 22,111.28 |
| Owners Equity--Admin | 45,301.41 |
| | <u>67,412.69</u> |
| Maintenance Fund | |
| Operating Surplus/Deficit--Sinking | 20,002.44 |
| Owners Equity--Sinking | 50,004.96 |
| | <u>70,007.40</u> |
| Net owners' funds | <u>\$137,420.09</u> |
| Represented by: | |
| Assets | |
| Administrative Fund | |
| Cash at Bank--Admin | 73,879.97 |
| | <u>73,879.97</u> |
| Maintenance Fund | |
| Cash at Bank--Maintenance Fund | 70,456.00 |
| | <u>70,456.00</u> |
| Unallocated Money | |
| Cash at Bank--Unallocated | 1,348.10 |
| | <u>1,348.10</u> |
| Total assets | <u>145,684.07</u> |
| Less liabilities | |
| Administrative Fund | |
| Accrued Expenses--Admin | 5,589.00 |
| Creditor--GST--Admin | 878.28 |
| | <u>6,467.28</u> |
| Maintenance Fund | |
| Creditor--GST--Sinking | 448.60 |
| | <u>448.60</u> |
| Unallocated Money | |
| Prepaid Levies--Unallocated | 1,348.10 |
| | <u>1,348.10</u> |
| Total liabilities | <u>8,263.98</u> |
| Net assets | <u>\$137,420.09</u> |

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 001 (02/18)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

PROPERTY REPORT

From www.land.vic.gov.au at 21 November 2024 05:46 PM

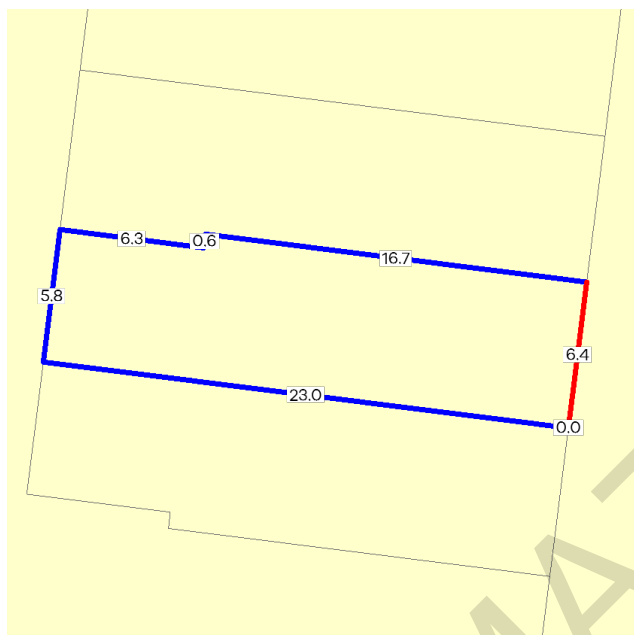
PROPERTY DETAILS

Address: **1037 EDGARS ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 81 PS810029**
Standard Parcel Identifier (SPI): **81\PS810029**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1130319**
Directory Reference: **Melway 181 G2**

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.



UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

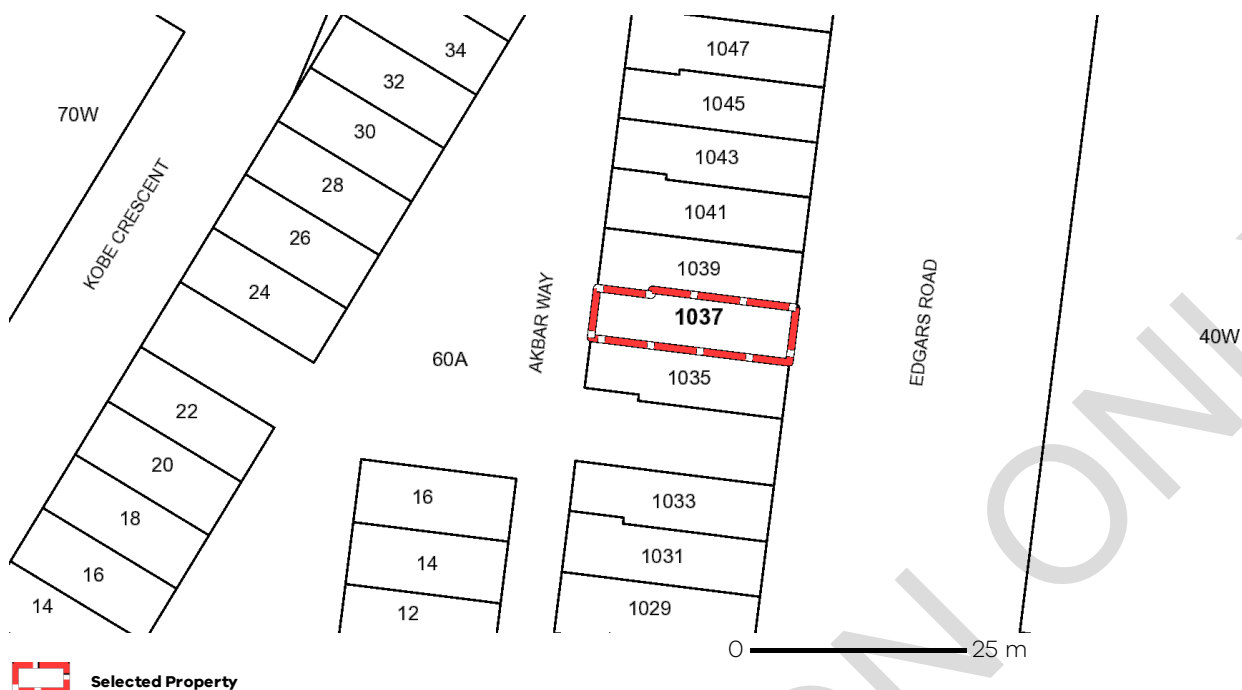
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 November 2024 05:46 PM

PROPERTY DETAILS

Address: **1037 EDGARS ROAD WOLLERT 3750**
Lot and Plan Number: **Lot 81 PS810029**
Standard Parcel Identifier (SPI): **81\PS810029**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1130319**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 G2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

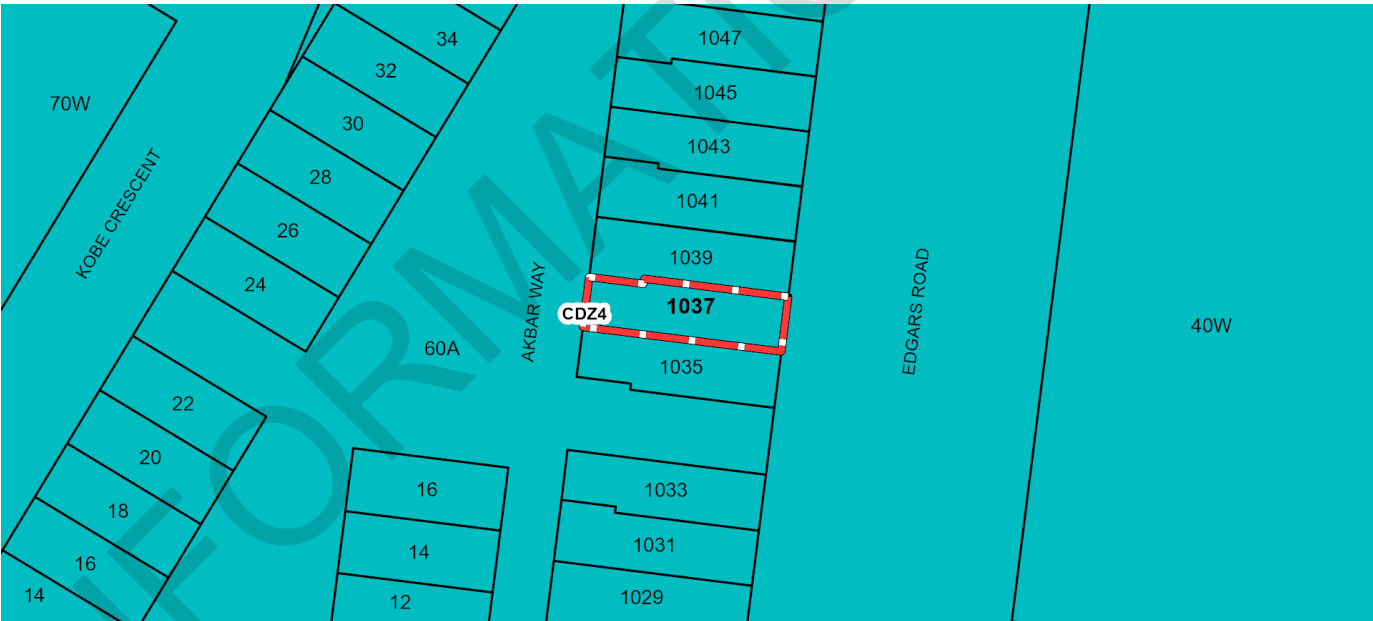
OTHER

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

[View location in VicPlan](#)

Planning Zones

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



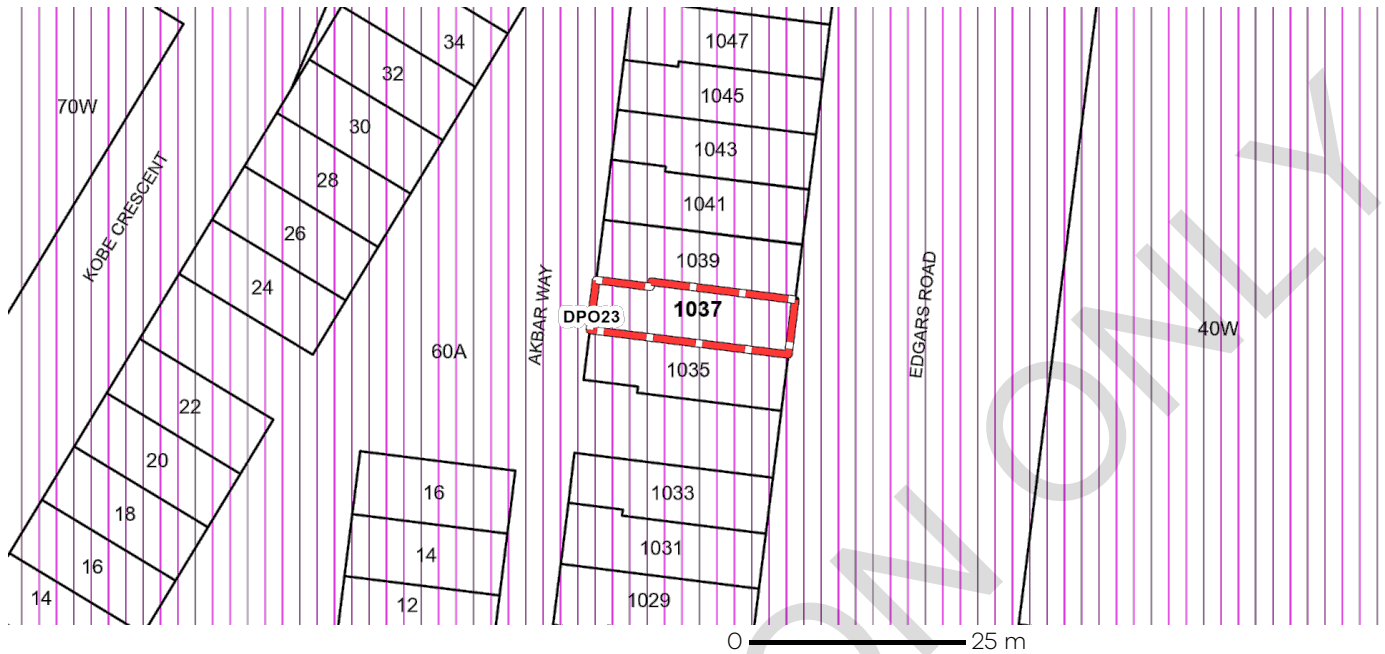
CDZ - Comprehensive Development

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

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 \(DPO23\)](#)

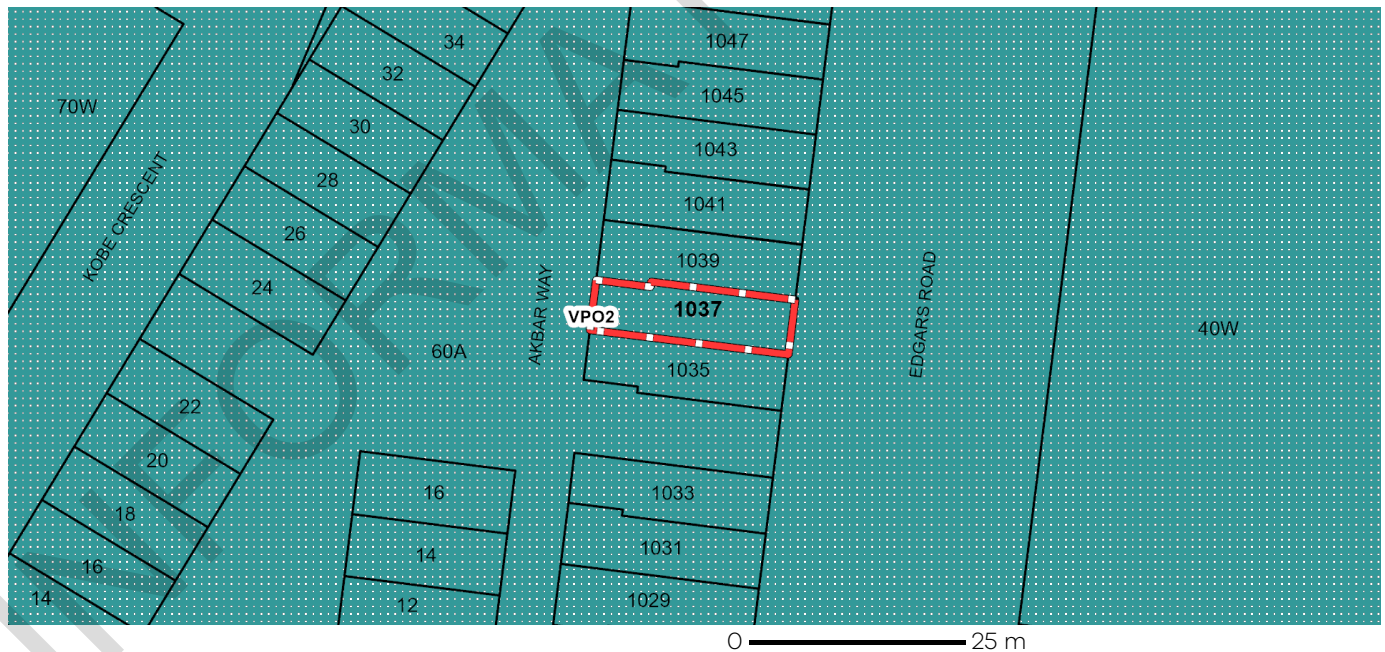


DPO - Development Plan Overlay

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

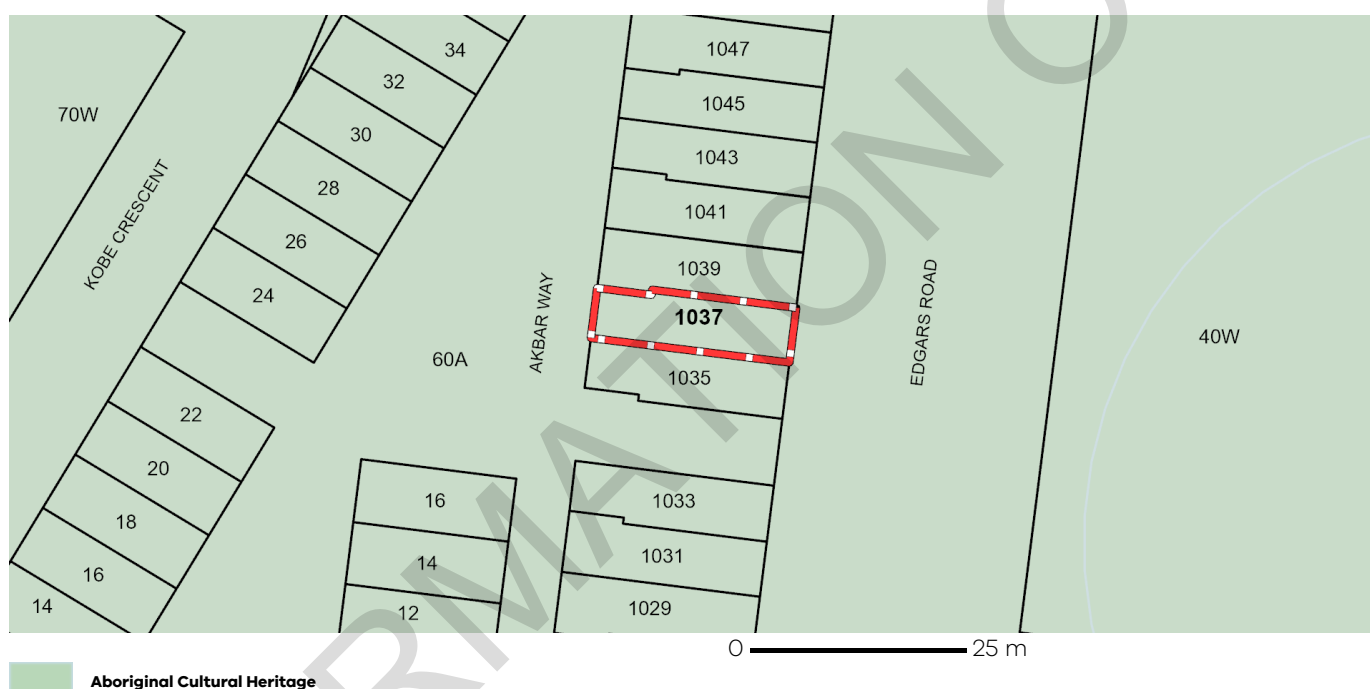
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 20 November 2024.

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>

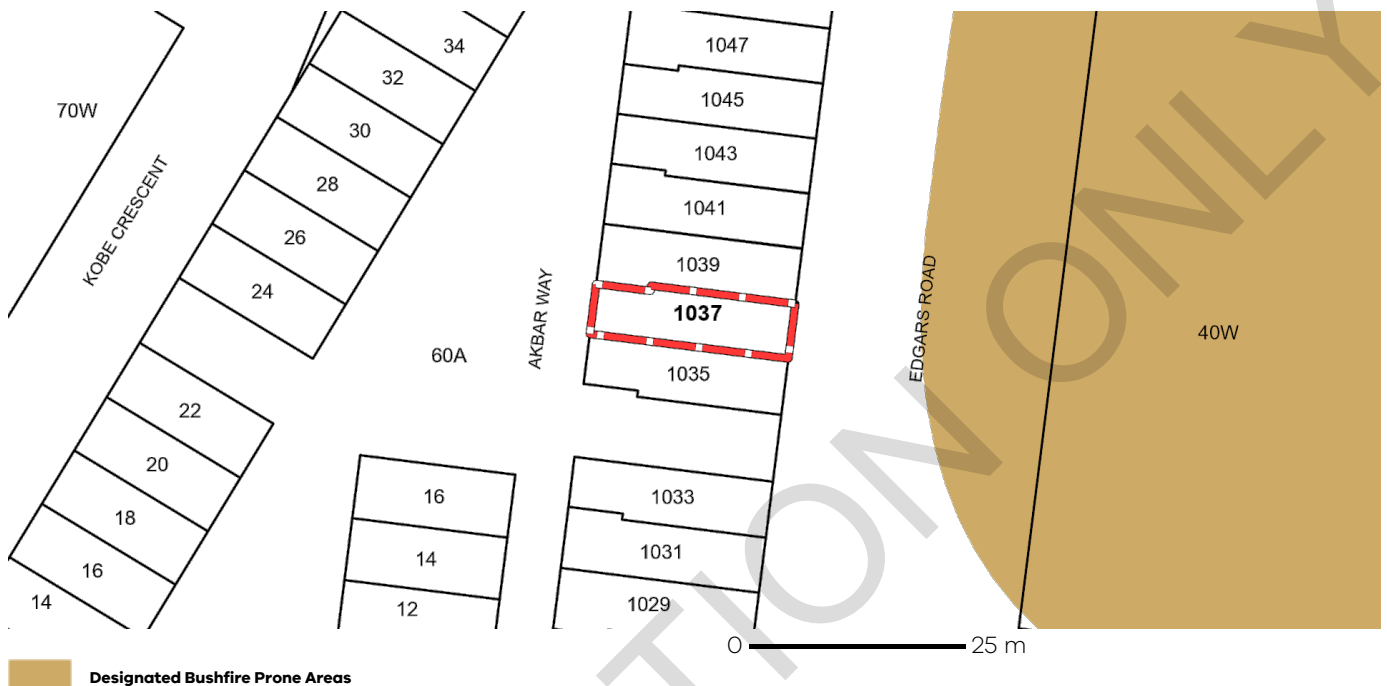
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](#)

LOTSEARCH REFERENCE
LS067986 PS

REPORT DATE
26 Nov 2024 15:56:33

CLIENT ID
150425455

ADDRESS
1037 EDGARS ROAD, WOLLERT VIC
3750

COUNCIL
Whittlesea City



LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 81, PS810029

EPA Priority Sites Register Plus+

Disclaimer:

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS067986 PS

REPORT DATE
26 Nov 2024 15:56:33

ADDRESS
1037 EDGARS ROAD, WOLLERT
VIC 3750

EPA Priority Sites Register Plus+



- This report provides information sourced from freely available, public registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries. Search results are provided for your property and the surrounding search area.
- Search results are categorised below, with search results and a site map provided on the following pages.



1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.



2. Regulated Activities

No Records Identified

State regulators issue environmental licences, permits or authorisations, to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



3. Contamination Investigations

Records Identified



Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed [here](#).



4. Other Contamination Issues

No Records Identified

Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- Be informed of potential contamination issues - this search simplifies access to multiple government information sources
- Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions
- Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence
- Be aware of potential problems from neighbouring properties - contamination ignores property boundaries

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches
- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



Site Map

1037 EDGARS ROAD, WOLLERT VIC 3750

LOTSEARCH REFERENCE




LS067986 PS

REPORT DATE

26 Nov 2024



LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,
and the GIS UserCommunity





Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|---|----------|-------------------------------|----------------------------|------------|
| 1 | Environmental Audit Report | 3 | | AURORA RECYCLED WATER SCHEME 114 TESSELAAR RD,WOLLERT | | Document Link | 53V Audit recommendation s | 0008005112 |

The following table contains records that were identified in the surrounding search area:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
| | No records were identified | | | | | | | |

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

| Map ID | Record Type | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
| | No records were identified | | | | | | | |



Data Sources

ADDRESS
1037 EDGARS ROAD, WOLLERT
VIC 3750

The results in this report are based upon the following datasets only:

| Dataset Name | Data Source | Lotsearch Update Date |
|---|--|-----------------------|
| Current EPA Priority Sites | Environment Protection Authority Victoria | 21/11/2024 |
| EPA Site Management Orders | Environment Protection Authority Victoria | 18/11/2024 |
| EPA Register of Permissions | Environment Protection Authority Victoria | 23/10/2024 |
| Legacy EPA Licensed Activities | Environment Protection Authority Victoria | 19/07/2022 |
| Legacy EPA Works Approvals | Environment Protection Authority Victoria | 13/12/2022 |
| Legacy EPA Prescribed Industrial Waste | Environment Protection Authority Victoria | 12/08/2020 |
| EPA Preliminary Risk Screening Assessments | Environment Protection Authority Victoria | 18/11/2024 |
| EPA Environmental Audit Reports | Environment Protection Authority Victoria | 18/11/2024 |
| Planning Scheme Overlay - Environmental Audits | VIC Department of Energy, Environment and Climate Action | 21/11/2024 |
| EPA PFAS Site Investigations | Environment Protection Authority Victoria | 19/11/2024 |
| Defence 3 Year Regional Contamination Investigation Program | Australian Department of Defence | 18/11/2024 |
| Airservices Australia National PFAS Management Program | Airservices Australia | 28/10/2024 |
| Defence PFAS Investigation & Management Program - Investigation Sites | Australian Department of Defence | 28/10/2024 |
| Defence PFAS Investigation & Management Program - Management Sites | Australian Department of Defence | 28/10/2024 |
| Former EPA Priority Sites & other Remedial Notices | Environment Protection Authority Victoria | 23/10/2023 |
| EPA Groundwater Zones with Restricted Uses | Environment Protection Authority Victoria | 30/10/2024 |
| EPA Victorian Landfill Register | Environment Protection Authority Victoria | 21/11/2024 |

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Whittlesea City
<http://www.whittlesea.vic.gov.au>
info@whittlesea.vic.gov.au
(03) 9217 2170

[Click for USE OF REPORT - APPLICABLE TERMS](#)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bond Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 718682

NO PROPOSALS. As at the 26th November 2024, 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®.

1037 EDGARS ROAD, WOLLERT 3750
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: 26th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75064331 - 75064331154507 '718682'

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

Your Ref: 75064331-025-6

10 December 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 1037 (Lot 81) Edgars Road, Wollert**

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

Regulation 51 1 (a)*

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

In the last 10 years no building permits were issued.

Permit issued for related parcel at **56A & 60A (Lot A & AB) Eaststone Avenue, Wollert** with the following permit details:

| Building Permit No | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|------------------------|-------------|--|---|
| BS-38638/3638877433787 | 25/6/2020 | Multi-Unit Residential Development Stage 6: Construction of 21 Dwellings Blocks K (73-82) & L (83-93) | Yes – 30/3/2021 (Lots 73, 74, 75, 76, 77, 79, 80, 81 & 82) |

Regulation 51 1 (b) (c)

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

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

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

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

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752

 Locked Bag 1
 Bundoora MDC VIC 3083

ABN 72 431 091 058

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

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

Free Telephone Interpreter Service

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

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

Yours sincerely

**BUILDING & PLANNING
CITY OF WHITTLESEA**

INFORMATION ONLY

BUILDING PERMIT 3638877433787

Building Act 1993 Building Regulations 2018 Regulation 37(1) Form 2

ISSUED TO

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

Phone: 9804 7113

OWNERSHIP DETAILS

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot A & AB, 56A & 60A Eaststone Avenue Wollert VIC 3750 Australia

Municipal District: Whittlesea City Council

Allotment Area (m2): 31065

New floor Area (m2): 3111

Lot No: A & AB

SPI No: AB\PS701533 & A\PS645320

Section No: N/A

Folio: 108 & 480

Volume: 11505 & 11979

LP/PS: PS645320J & PS701533F

RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: 716969

Planning Permit Date: 07 May 2018

BUILDER

Pivot Project Group Pty Ltd, Level 4, Suite 2, 484 St Kilda Road Melbourne VIC 3004 Australia

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

| Name | Registration Number | Category/Class |
|---|---------------------|----------------|
| Pivot Project Group Pty Ltd [Orlando Sandner] | CDB-U 58278 | Builder |

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

| Name | Registration Number | Category/Class |
|--------------------------|---------------------|----------------|
| SJB Architecture Pty Ltd | ARBV 50008 | Architect |
| Jeremy Grosbois | EC 38488 | Engineer |

INSURANCE PROVIDER FOR BUILDING WORKS

POLICY NUMBER

DATE OF ISSUE

Victorian Managed Insurance Authority

C518133-C518153

12/06/2020

NATURE OF BUILDING WORKS

COST OF BUILDING WORK

Proposed Multi-Unit Residential Development (114 No.) - Stage 6: Construction of 21 Dwellings - Blocks K(73-82) & L(83-93)

\$4,095,000.00
2019

Version of NCC application to the Building Permit

BUILDING DETAILS (Description: Residential)

| BCA Class | Building Part | Allowable Live Load |
|-----------|--|---------------------|
| 1aai | Ground Floor & First Floor - All Parts as per approved plans | 1.5kPa |

| BCA Class | Building Part | Allowable Live Load |
|-----------|---------------------------------|---------------------|
| 10a | All Parts as per approved plans | 1.5kPa |

MANDATORY INSPECTIONS

- Prior to placing a footing
- Prior to pouring in-situ reinforced concrete
- Completion of framework
- Final, upon completion of all building work

OCCUPATION OF BUILDING

An occupancy permit is required prior to the occupation or use of this building

COMMENCEMENT AND COMPLETION

This building work must commence by 25/06/2021

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 25/06/2022

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

CONDITIONS

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures

PERFORMANCE SOLUTION

1. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
2. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:
 1. To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

RELEVANT BUILDING SURVEYOR

Name: Romeo Georgiev

Address: Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008

Email: permits@arkibuildingsurveyors.com.au

Building practitioner registration no.: BS-L38638

Permit no.: 3638877433787

Date of issue of permit: 25 June 2020

Signature:



Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works the domestic over \$5,000 and warranty Insurance for building works over \$16,000

Annexures 'A'

Conditions of Approval

Building Permit No. 3638877433787 Issued

25 June 2020

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Builder to ensure dwellings are to be constructed strictly in accordance with the Town Planning Permit conditions and all council endorsed documentation.

2. The following dwelling must have a minimum 6 Star Energy Rating.
3. Builder is to ensure the box gutter system is installed in accordance with AS/NZS 3500.3, AS/NZS 3500.5, HB 114 and HB 39.
4. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
5. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
6. This building permit shall be read in conjunction with the endorsed drawings.
7. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
8. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
9. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
10. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
11. Timber Framing must be in accordance with AS 1684.4 - 2010
12. All conditions of the Town Planning Permit & Town Planning endorsed documentation are to be strictly adhered to.
13. All materials, colours & finishes are to be strictly in accordance with the Town Planning Permit Endorsed Drawings. Where there is a discrepancy between the the Town Planning Permit Endorsed Drawings and the Building Permit Drawings, the Town Planning Permit Endorsed Drawings are to take precedence.
14. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.
15. All proprietary separating-wall & external wall systems are to be constructed strictly in accordance with the manufacturer's specifications.

OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia
Phone: 9804 7113

OWNERSHIP DETAILS

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot A & AB, 56A & 60A Eaststone Avenue Wollert VIC 3750 Australia

Municipal District: Whittlesea City Council

Allotment Area (m2): 31065

New floor Area (m2): 3111

Lot No: A & AB

SPI No: AB\PS701533 & A\PS645320

Section No: N/A

Folio: 108 & 480

Volume: 11505 & 11979

LP/PS: PS645320J & PS701533F

NATURE OF BUILDING WORKS

Proposed Multi-Unit Residential Development (114 No.) - Stage 6: Construction of 21 Dwellings - Blocks K(73-82) & L(83-93)

BUILDING PERMIT DETAILS

Building Permit number: BS-L38638/3638877433787

Version of NCC applicable to the Building Permit: 2019

BUILDING DETAILS (Description: Residential)

| BCA Class | Building Part | Allowable Live Load |
|-----------|--|---------------------|
| 1aai | Ground Floor & First Floor - All Parts as per approved plans | 1.5kPa |

| BCA Class | Building Part | Allowable Live Load |
|-----------|---------------------------------|---------------------|
| 10a | All Parts as per approved plans | 1.5kPa |

SUITABILITY OF OCCUPATION

The buildings to which this permit applies are suitable for occupation. [Lots 73, 74, 75, 76, 77, 78, 79, 80, 81 & 82]

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

- It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and self-closing mechanical exhaust vents) are maintained in accordance with the endorsed drawings.
- It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring

PERMIT NUMBER

3638877433787

PERMIT DATE

30/03/2021

MANDATORY INSPECTION RECORDS

| Inspection Type | Approved Date |
|---|---------------|
| Prior to placing a footing (Bored Piers) [Lots 73-82] | 15/07/2020 |
| Prior to placing a footing (Preslab) [Lots 73-76] (Dwelling) | 31/07/2020 |
| Prior to placing a footing (Preslab) [Lots 73-77] (Garage) | 03/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lots 73-75] (Garage) | 03/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lots 73 & 74] (Dwelling) | 03/08/2020 |
| Prior to placing a footing [Lots 77-82] (Dwelling) | 11/08/2020 |
| Prior to placing a footing [Lots 78-82] (Garage) | 11/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lots 76-77] (Garage) | 24/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lots 75-77] (Dwelling) | 24/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lot 78 & 79] (Garage) | 25/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lot 78-80] (Dwelling) | 25/08/2020 |
| Prior to pouring in-situ reinforced concrete [Lot 80, 81 & 82] (Garage) | 03/09/2020 |
| Prior to pouring in-situ reinforced concrete [Lot 81 & 82] (Dwelling) | 03/09/2020 |
| Completion of Re-Framework [Bracing & Overhang] | 08/10/2020 |
| Completion of Re-Framework | 24/11/2020 |
| Re-Final, upon completion of all building work | 25/03/2021 |

PERFORMANCE SOLUTION

- An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
- An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:
 - To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2.
 - Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

RELEVANT BUILDING SURVEYOR



ARKI BUILDING SURVEYORS

BUILDING PERMITS + INSPECTIONS

Office 15.01, Level 15, 401 Docklands Drive, Docklands, VIC, 3008
t 9687 0333 e permits@arkibuildingsurveyors.com.au w arkibuildingsurveyors.com.au

abn 48 135 414 587

Name: **Romeo Georgiev**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008**

Email: **permits@arkibuildingsurveyors.com.au**

Building practitioner registration no.: **BS-L38638**

Occupancy Permit no.: **3638877433787**

Date of issue: **30/03/2021**

Signature:



BFG Asset Management

Level 16, 627 Chapel Street,,
South Yarra, VIC 3141

P: 03-9804-8770

E: admin@bfgam.com.au

ABN: 48 145 338 281



Residential Rental Agreement

for

1037 Edgars Road, Wollert VIC 3750

This agreement is between **Robert & Deanne GARDE**
and **Rupinder Singh**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Mon 22/07/2024

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

2. Premises let by the rental provider

Address of premises

1037 Edgars Road, Wollert VIC

Postcode 3750

3. Rental provider details

Full name or company name of rental provider

Robert & Deanne GARDE

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

BFG Asset Management

Address

Level 16, 627 Chapel Street,, South Yarra, VIC

Postcode 3141

Phone number

03-9804-8770

ACN (if applicable)

145 338 281

Email address

admin@bfgam.com.au

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

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

End date



Periodic agreement
(monthly)

Start date

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

6. Rent

| | | | |
|---|---|--|--|
| Rent amount(\$) (payable in advance) | <input type="text" value="1738.00"/> | | |
| To be paid per | <input type="checkbox"/> week | <input type="checkbox"/> fortnight | <input checked="" type="checkbox"/> calendar month |
| Day rent is to be paid (e.g. each Thursday or the 11th of each month) | <input type="text" value="27th day of each month"/> | | |
| Date first rent payment due | <input type="text" value="Sat 27/07/2024"/> | | |
| The rent will be increasing to | <input type="text" value="\$1738.00"/> | <input type="text" value="per month"/> | from <input type="text" value="Mon 27/05/2024"/> |

7. Bond

The Renter has paid the bond specified below

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

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

| | |
|------------------------|---|
| Rental bond amount(\$) | <input type="text" value="1521"/> |
| Bond lodgement date | <input type="text" value="Thu 06/05/2021"/> |
| Bond Lodgement No. | <input type="text"/> |

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

| | | | | | |
|---|---------------------------------------|-------------------------------|---------------------------------|--------------------------------------|--|
| <input type="checkbox"/> direct debit | <input type="checkbox"/> bank deposit | <input type="checkbox"/> cash | <input type="checkbox"/> cheque | <input type="checkbox"/> money order | <input checked="" type="checkbox"/> BPay |
| <input type="checkbox"/> other electronic form of payment, including Centrepay <input type="text"/> | | | | | |

Payment details (if applicable)

Bill Code: 4481
BPAY REF: 0042670174

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes

Tom Pilcher: tom@bfgam.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Rupinder Singh: xxxxx@xxxxx.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name

BFG Asset Management

Emergency phone number

98048770

Emergency email address

admin@bfgam.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☒ The condition report has been provided

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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

INFORMATION ONLY

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act BFG Asset Management will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by BFG Asset Management subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or BFG Asset Management may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or BFG Asset Management may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

BFG Asset Management will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or BFG Asset Management should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to BFG Asset Management.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or BFG Asset Management in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to BFG Asset Management within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by BFG Asset Management will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or BFG Asset Management in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. BFG Asset Management does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to BFG Asset Management at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or BFG Asset Management a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or BFG Asset Management or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify BFG Asset Management immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or BFG Asset Management of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or BFG Asset Management or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by BFG Asset Management from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, BFG Asset Management or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify BFG Asset Management in writing.

64. Urgent Repairs

The Renter acknowledges that BFG Asset Management is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact BFG Asset Management during business hours or after hours information service on 98048770 or BFG Asset Management approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made

available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or BFG Asset Management. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or BFG Asset Management may impose reasonable conditions. It is not unreasonable for the Rental Provider or BFG Asset Management to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or BFG Asset Management to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or BFG Asset Management has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or BFG Asset Management in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or BFG Asset Management for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of BFG Asset Management as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or BFG Asset Management the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by BFG Asset Management;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to BFG Asset Management during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide BFG Asset Management with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and

Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of BFG Asset Management. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and BFG Asset Management if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or BFG Asset Management but such notice shall only become effective on receipt by the Rental Provider or BFG Asset Management.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **BFG Asset Management** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03-9804-8770

Primary Purpose

As professional property managers, **BFG Asset Management** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **BFG Asset Management** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

BFG Asset Management also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **BFG Asset Management** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **BFG Asset Management** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **BFG Asset Management** privacy policy can be viewed without charge on the **BFG Asset Management** website; or contact your local **BFG Asset Management** office and we will send or email you a free copy.

Disclaimer

BFG Asset Management its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **BFG Asset Management** disclaims all liability and responsibility including for negligence for any direct

or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Tom Pilcher** on behalf of **Robert & Deanne GARDE** (Rental Provider)

Tom Pilcher

Signed at Mon, 22/07/2024 07:48

Renter(s)

Renter : **Rupinder Singh**



Signed at Fri, 19/07/2024 21:20

AUDIT TRAIL

Rupinder Singh (Renter)

- Fri, 19/07/2024 21:17 - Rupinder Singh clicked 'start' button to view the Residential Rental Agreement
- Fri, 19/07/2024 21:20 - Rupinder Singh stamped saved signature the Residential Rental Agreement
- Fri, 19/07/2024 21:20 - Rupinder Singh submitted the Residential Rental Agreement

Tom Pilcher (Rental Provider's Agent)

- Mon, 22/07/2024 07:47 - Tom Pilcher clicked 'start' button to view the Residential Rental Agreement
- Mon, 22/07/2024 07:48 - Tom Pilcher stamped saved signature the Residential Rental Agreement
- Mon, 22/07/2024 07:48 - Tom Pilcher submitted the Residential Rental Agreement

AGREEMENT END

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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