

Contract of Sale of Land

Property:

16 Broadleaf Drive, Epping VIC 3076

Abundant Conveyancing Services
167 Barkly Street
FOOTSCRAY VIC 3011
Tel: 0413866344
Ref: CCL:25/2813

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

ANH HOANG NGUYEN

Name of individual

Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

PHAT TAN LE

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

INFORMATION ONLY

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INFORMATION ONLY

Particulars of Sale

Vendor's estate agent

Name: **Harcourts Rata & Co**
Address: 219 High Street, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 0394657766 Mob: Ref:

Vendor

Name: **Anh Hoang Nguyen and Phat Tan Le**
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: **Abundant Conveyancing Services**
Address: 167 Barkly Street, Footscray VIC 3011
Email: acs@abundantsolutions.com.au
Tel: 0413866344 Mob: Ref: 25/2813

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11202 Folio 459	1459	PS 623208B

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 16 Broadleaf Drive, Epping VIC 3076

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

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: Approval date:

Building report – NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 - Acceptance of title

General condition 11.4 is added:

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.

*Special Condition 1B – Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Tador 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.
- 1B.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 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 Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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.
- 1B.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 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

EC

Special Condition 2 – Electronic conveyancing

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

- 2.1 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 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*.
- 2.2 A party must immediately give written notice if 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
 - (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*.
- 2.4 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.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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 lodgment.
- 2.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 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.
- 2.9 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.
- 2.10 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.

Special condition 3 – Statutory Compliance

The Purchaser acknowledges that before signing the Contract of Sale the Purchaser received a signed written statement from the Vendor in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract of Sale.

Special Condition 4 - No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

Special Condition 5 – Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

Special Condition 6 – Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

Special Condition 7 – Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 8 - GST Withholding

8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

8.2 This special condition applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

8.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

8.4 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 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.

8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:

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

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

- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

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

- (a) decide if an amount is required to be paid or the quantum of it, or

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

8.10 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

8.12 This special condition will not merge on settlement.

Special Condition 9 - FIRB Approval

9.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

9.2 If there is a breach of the warranty contained in Special Condition 9.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

9.3 This warranty and indemnity do not merge on completion of this contract.

Special Condition 10 - Purchaser's Inspection

The Purchaser acknowledges that:

10.1 the Purchaser has purchased the property solely as a result of the Purchaser's inspection and inquires; and

10.2 the Purchaser accepts the condition of the property at the day of sale; and

10.3 the Purchaser has not relied on any representation or warranty made by or on behalf of the Vendor concerning the property including, without limitation, any representation or warranty concerning:

- title to the property; or

- the suitability of the property for any particular use; or

- the condition of the property.

10.4 The property is sold as it stands in every respect, subject to any defects whether latent or patent and the Vendors shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this Contract shall represent the sole terms of the agreement between the parties.

10.5 The Purchaser waives any right to make an objection, requisition or claim for compensation concerning the repair and condition of the property or the repair and condition of the chattels.

Special Condition 11 - Bank Cheques Fees

At settlement, the purchaser must pay the fees on up to eight (8) cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

Special Condition 12 – Loan Approval

General Condition 20.2(c) does not apply to this contract. The Purchaser must provide the Vendor's Legal Practitioner with written notice as to whether the Purchaser's application for finance has or has not been approved. Where a purchaser's application for finance has not been approved the Purchaser may end the Contract by notice in writing and must provide a letter from an Authorised Banking Institution stating the decline has been issued.

If the Purchaser fails to notify the Vendor as required, or if further extensions are not granted by the Vendor the Vendor may terminate the Contract and if terminated by the Vendor, the Vendor must refund all deposit (if any) to the purchaser.

Special Condition 13 - Planning and Building

13.1 The purchaser buys the property subject to:

a) all restrictions on the use and development of the property under the planning scheme which affects the property;

b) the conditional and restrictions contained in any planning permit or other planning instrument which affects or may affect the land or the land's use or development;

c) any plan or scheme imposed or constituted by any legislation or imposed by any authority empowered by legislation to control the use or development of the property; and
d) the buildings, improvements, fixtures and any other works as they stand, whether or not building permits have been obtained for any building work (as defined by the Building Act 1993) that has been carried out on the property.
13.2 None of the restrictions, controls or matters set out in this special condition affects the validity of this contract or constitutes a defect in the vendor's title. The purchaser must not object, seek compensation or refuse to complete this contract because of any of those restrictions, controls of matter.

Special Condition 14 – Admission of Property Identity

The Purchaser admit that the land as offered for sale and inspected is identical with that described in the title particulars given above. They shall not make any requisition or claim for compensation of any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendors to amend title or to bear all or any part of the costs of doing so.

Special Condition 15 - Delivery of Transfer of Land

The Purchaser must prepare the Transfer of Land (hereafter, "Transfer") and deliver the Transfer to the Vendor's Legal Practitioner at least 10 Business Days before the Due Date for Settlement. If the Purchaser fails to do so:

15.1 the Vendor may elect not to effect Settlement until 10 Business Days after the date on which the Vendor's Legal Practitioner receives the Transfer; and

15.2 the purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement, pay Default Interest under this Contract to the Vendor from the Due Date for the Settlement until the Settlement Date and any other fees involved in delay of Settlement.

Special Condition 16 – Guarantee

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

Special Condition 17: Land Tax Adjustment

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

Special Condition 18 - Smoke Alarms

The property is sold requires the installation of smoke alarms, the purchaser shall not require the vendor to comply with the building regulations that apply, nor meet the cost of so doing. The purchaser is on notice that the cost of compliance (as is or may be required) is the responsibility of the purchaser

Special Condition 19 – Nomination

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special Condition 20 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$165 at the settlement for each request

Special condition 21 – Swimming Pool or Spa

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees: a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws; b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

- (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962 (Vic)*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

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

INFORMATION ONLY

Sale of Land (Public Auctions) Regulations 2014

S.R. No. 73/2014

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STATUTORY RULES 2014

S.R. No. 73/2014

Sale of Land Act 1962

Sale of Land (Public Auctions) Regulations 2014

The Lieutenant-Governor as the Governor's deputy with the advice of the Executive Council makes the following Regulations:

Dated: 24 June 2014

Responsible Minister:

HEIDI VICTORIA
Minister for Consumer Affairs

YVETTE CARISBROOKE
Clerk of the Executive Council

1 Objectives

The objectives of these Regulations are—

- (a) to prescribe standard rules for public auctions for the sale of land; and
- (b) to prescribe written information statements that must be made available for public auctions for the sale of land, and to prescribe how that information is to be made available; and
- (c) to prescribe the obligations of auctioneers at public auctions for the sale of land.

2 Authorising provision

These Regulations are made under section 48 of the **Sale of Land Act 1962**.

3 Commencement

These Regulations come into operation on 1 October 2014.

4 Revocation

The Sale of Land Regulations 2005¹ are **revoked**.

5 Standard rules for the conduct of public auctions for the sale of land

- (1) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 1 unless subregulation (2), (3) or (4) applies to that auction.
- (2) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 2 if there are 2 co-owners of the land and one of the co-owners intends to bid to purchase the interest of the other co-owner in the land.
- (3) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 3 if there are more than 2 co-owners of the land and one or more (but not all) of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.
- (4) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 4 if there are 2 or more co-owners of the land and each of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.

6 Information made available at auctions

- (1) The auctioneer of land at a public auction to which regulation 5(1) applies must ensure that—
 - (a) the rules set out in Schedule 1; and
 - (b) the information in Schedule 5; and
-

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (2) The auctioneer of land at a public auction to which the rules set out in Schedule 1 apply must ensure that it is clear which of the 2 alternatives to rule 1 applies to that auction.

Penalty: 5 penalty units.

- (3) The auctioneer of land at a public auction to which regulation 5(2) applies must ensure that—

- (a) the rules set out in Schedule 2; and
- (b) the information in Schedule 5; and
- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (4) The auctioneer of land at a public auction to which regulation 5(3) applies must ensure that—

- (a) the rules set out in Schedule 3; and
- (b) the information in Schedule 5; and

- (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (5) The auctioneer of land at a public auction to which regulation 5(4) applies must ensure that—
- (a) the rules set out in Schedule 4; and
 - (b) the information in Schedule 5; and
 - (c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note

This requirement is in addition to the requirements set out in section 43 of the **Sale of Land Act 1962**.

- (6) The auctioneer of land at a public auction must ensure that the rules set out in Schedule 1, 2, 3 or 4 that are made available at the auction are printed or typed—
- (a) in plain text in a font of at least 20 point; and
 - (b) in a form that is easily legible; and
 - (c) in a manner that provides a clear contrast between the typeface of the rules and the background on which the rules are printed or typed.

Penalty: 5 penalty units.

7 Announcements by auctioneer before bidding starts

- (1) Before accepting any bid at a public auction for the sale of land, the auctioneer of the land must audibly state—
- (a) that the auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction; and
 - (b) that the auction rules prohibit an auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder; and
 - (c) that the auctioneer must indicate bidders on request; and
 - (d) that the law—
 - (i) prohibits false bids; and
 - (ii) prohibits major disruptions by bidders; and
 - (iii) prohibits bidders attempting to prevent others from bidding; and
 - (iv) provides for fines for this conduct.

Penalty: 10 penalty units.

- (2) If the rules set out in Schedule 1 apply to a public auction of land and those rules permit the auctioneer to bid on behalf of the vendor, the auctioneer must, in addition to the requirements in subregulation (1), before accepting any bid audibly state—
- (a) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor; and

(b) that by law only the auctioneer can make a vendor bid.

Penalty: 10 penalty units.

(3) If the rules set out in Schedule 1 apply to a public auction of land and those rules do not permit the auctioneer to bid on behalf of the vendor, the auctioneer of the land must, in addition to the requirements in subregulation (1), before accepting any bid at the auction audibly state that the rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.

Penalty: 10 penalty units.

(4) If the rules set out in Schedule 2 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—

(a) that one of the vendors (or their representative) intends to make a bid to purchase the land; and

(b) that only the auctioneer can make a vendor bid on behalf of the vendor who is not bidding to purchase the land; and

(c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

(5) If the rules set out in Schedule 3 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—

(a) that one or more but not all of the vendors (or their representatives) intends to make a bid to purchase the land; and

- (b) that only the auctioneer can make a vendor bid on behalf of a vendor who is not bidding to purchase the land; and
- (c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.

Penalty: 10 penalty units.

- (6) If the rules set out in Schedule 4 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in subregulation (1), before accepting any bid audibly state—
 - (a) that each of the vendors (or their representatives) intend to bid to purchase the land; and
 - (b) that no vendor bids will be made by the auctioneer.

Penalty: 10 penalty units.

8 Auctioneer must indicate bidders on request

If a person at a public auction for the sale of land asks the auctioneer to indicate the person who made a bid, the auctioneer must indicate the person who made the bid before taking another bid.

Penalty: 10 penalty units.

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land.
OR
 - *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
 - 2. The auctioneer may refuse any bid.
 - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 - 4. The auctioneer may withdraw the property from sale at any time.
 - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 - 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 - 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 2

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 3

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

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

SCHEDULE 4

Regulations 5, 6 and 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.
Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.
The auctioneer cannot make a bid at this auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

ENDNOTES

¹ Reg. 4: S.R. No. 28/2005 as amended by S.R. No. 47/2008.

INFORMATION ONLY

GUARANTEE and INDEMNITY

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

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

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

IN WITNESS whereof the parties hereto have set their hands and seals
 this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Anh Hoang Nguyen and Phat Tan Le, 16 Broadleaf Drive, Epping VIC 3076

Property Address: 16 Broadleaf Drive, Epping VIC 3076

Lot: 1459 Plan of subdivision: PS623208B

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 24/01/2026

Signature of the Vendor:



ANH HOANG NGUYEN



PHAT TAN LE

Vendor Statement

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

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

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

Land	16 BROADLEAF DRIVE, EPPING VIC 3076
-------------	--

Vendor's name	Anh Hoang Nguyen	Date	/ /
Vendor's signature			24/01/2026
Vendor's name	Phat Tan Le	Date	/ /
Vendor's signature			25/01/2026

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$6,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(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):

Not Applicable

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Whittlesea Planning Scheme |
| (b) Name of responsible authority | Whittlesea City Council |
| (c) Zoning of the land | COMPREHENSIVE DEVELOPMENT ZONE (CDZ) |
| (d) Name of planning overlay | Refer to Planning Property report for more information |

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

VENDOR FACT CHECKLIST

The Vendor makes the following additional disclosure under the Contract of Sale.

	Yes	No	Vendor does not have any knowledge
Are you the owner of the structures on the property and the goods to be included in the intended sale?		X	
Are there any unrectified defect(s) in the structure of any building on the property?		X	
Are all the appliances, fixtures and fittings in the property in working order?	X		
Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person?		X	
Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report.		X	
Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report.		X	
Is there any asbestos on the property, including in the structures on the property?		X	
If yes, is any of the asbestos in friable form?		X	
Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels?			
Is access to the property (including vehicle access) via an unregistered easement?		X	
Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)?		X	
Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries.			X
Do any structures on the property have weight limits?			X
Is the property on a commercial flight path?		X	

Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races?		X	
Has the property been used for the manufacturing of substances (such as methylamphetamine)?		X	
Has the property been used for the storage of toxic substances that exceed what might be required for domestic purposes?		X	
Has the property been used for the sale of illegal substances?		X	
Has the property been used as a brothel?		X	
Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)?		X	
Do any registered sex offenders reside nearby?		X	
Have police ever been called regarding the behaviour of the occupants of nearby properties?		X	
Is any neighbouring property owned or leased by the state government?			X
Is any neighbouring property owned or leased by a community housing group?			X
Does any neighbouring property contain a registered rooming house?			X
Is any neighbouring property used for a noxious industry?		X	
Is the property subject to offensive odours?		X	
Is the property contaminated by toxic chemicals?		X	
Does the property contain any lead-based paint?		X	
Has the property or neighbouring properties been used for firefighter training using hazardous materials?		X	
Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate?		X	
Has there been a significant event at the property, including a flood, or a bushfire?		X	
Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes,		X	

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

Page 1 of 2

VOLUME 11202 FOLIO 459

Security no : 124129491861F
Produced 30/10/2025 01:10 PM

LAND DESCRIPTION

Lot 1459 on Plan of Subdivision 623208B.
PARENT TITLES :
Volume 11188 Folio 618 Volume 11198 Folio 586
Created by instrument PS623208B 17/05/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PHAT TAN LE
ANH HOANG NGUYEN both of 16 BROADLEAF DRIVE EPPING VIC 3076
AU878152G 05/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX607947E 28/12/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS623208B 17/05/2010

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
AF163878Y 28/06/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AF771740P 10/04/2008

DIAGRAM LOCATION

SEE PS623208B 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: 16 BROADLEAF DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 28/12/2023

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

DOCUMENT END

INFORMATION ONLY



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS623208B
Number of Pages (excluding this cover sheet)	10
Document Assembled	30/10/2025 13:10

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PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 3	Plan Number PS 623208B
----------------------------	----------------	----------------------------------	----------------------------------

<p>Location of Land Parish: WOLLERT Township: Section: 8 & 9 Crown Allotment: - Crown Portion: 1 & 4 (PARTS) Title References C/T Vol. 11188 Fol. 618 Vol. 11198 Fol. 586 Last Plan Reference: Lot R on PS 623200T Lot U on PS 626281Y Postal Address: HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076 MGA Co-ordinates: E 323 730 (Of approx. centre of plan) N 5 833 680 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <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>
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1, 2 & 3 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD

Notations
Depth Limitations: DOES NOT APPLY
Staging: This is not a staged subdivision Planning permit No.

<p><u>The other purpose of this plan:</u></p> <ol style="list-style-type: none"> 1. To remove part of Easement E-2 on PS 449515L by agreement. 	<p>This is a SPEAR plan.</p> <p>Lots 1 to 1400 (both inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey in PS 608862E & PS 623200T</p> <p>This survey has been connected to permanent mark no(s). 123 & 165 in Proclaimed Survey Area no. -</p>
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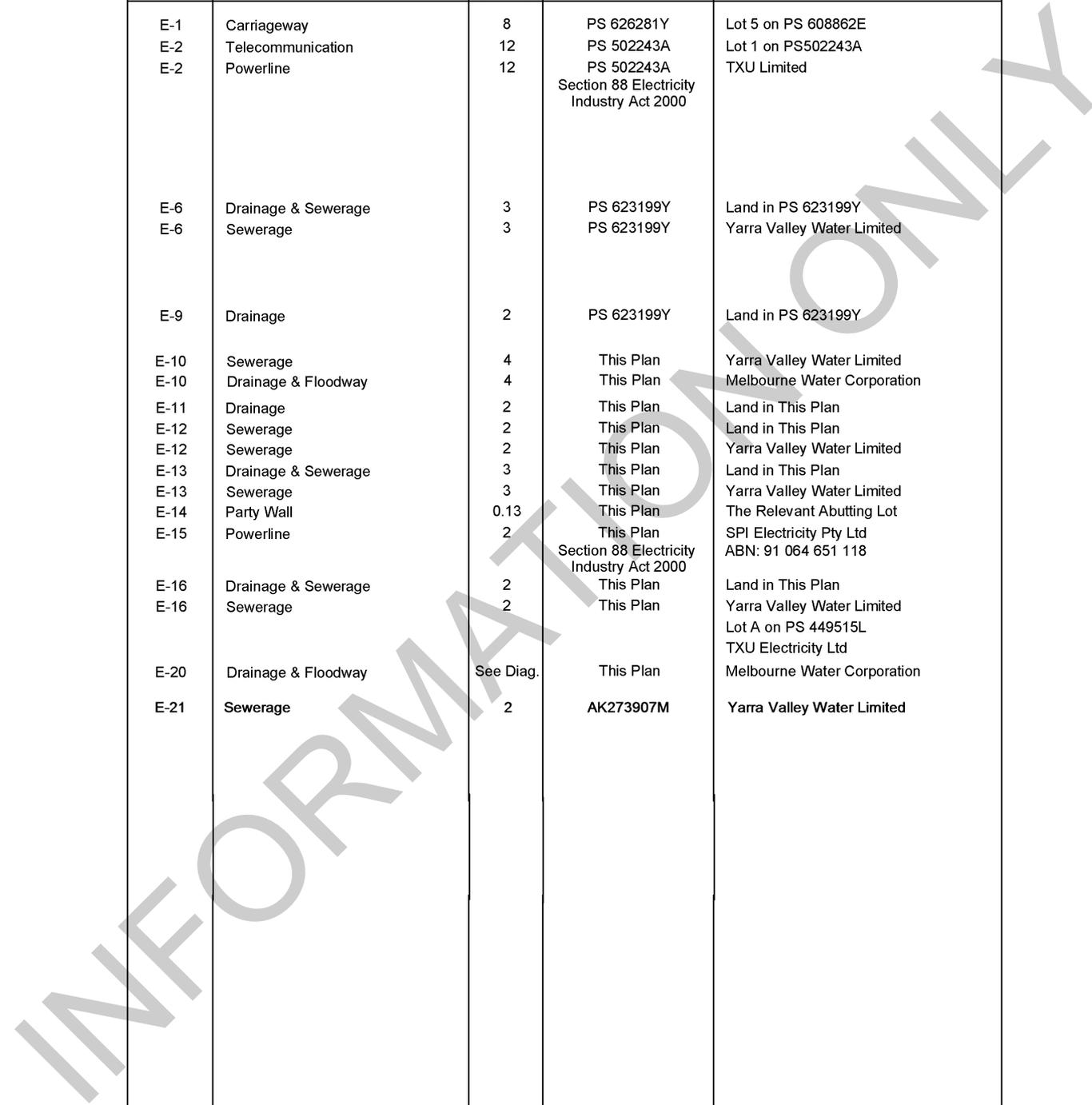
Easement Information					<p>LRS use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 7 / 5 / 10</p>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 1:36</p> <p>Date: 17 / 5 / 10</p> <p style="text-align: center;">Randall McDonald Assistant Registrar of Titles.</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
SEE SHEET 2 FOR EASEMENT DESCRIPTIONS					

AURORA ESTATE - STAGE 14 (70 LOTS)	AREA OF STAGE - 8.384ha	Sheet 1 of 8 Sheets
------------------------------------	-------------------------	---------------------

<p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>	<p>LICENSED SURVEYOR (PRINT) Bruce G Tallon</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 153401SV00 VERSION 7</p> <p><small>FILE NAME : 153401SV00.dwg FILE LOCATION : F:\15\153401\153401-SUB\dwg LAYOUT NAME : Sheet 1 SAVE DATE : Wed, 10 Mar 2010 - 9:55 LAST SAVED BY : bruce</small></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>
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PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION	Plan Number PS 623208B
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Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	Carriageway	8	PS 626281Y	Lot 5 on PS 608862E
E-2	Telecommunication	12	PS 502243A	Lot 1 on PS502243A
E-2	Powerline	12	PS 502243A Section 88 Electricity Industry Act 2000	TXU Limited
E-6	Drainage & Sewerage	3	PS 623199Y	Land in PS 623199Y
E-6	Sewerage	3	PS 623199Y	Yarra Valley Water Limited
E-9	Drainage	2	PS 623199Y	Land in PS 623199Y
E-10	Sewerage	4	This Plan	Yarra Valley Water Limited
E-10	Drainage & Floodway	4	This Plan	Melbourne Water Corporation
E-11	Drainage	2	This Plan	Land in This Plan
E-12	Sewerage	2	This Plan	Land in This Plan
E-12	Sewerage	2	This Plan	Yarra Valley Water Limited
E-13	Drainage & Sewerage	3	This Plan	Land in This Plan
E-13	Sewerage	3	This Plan	Yarra Valley Water Limited
E-14	Party Wall	0.13	This Plan	The Relevant Abutting Lot
E-15	Powerline	2	This Plan Section 88 Electricity Industry Act 2000	SPI Electricity Pty Ltd ABN: 91 064 651 118
E-16	Drainage & Sewerage	2	This Plan	Land in This Plan
E-16	Sewerage	2	This Plan	Yarra Valley Water Limited Lot A on PS 449515L TXU Electricity Ltd
E-20	Drainage & Floodway	See Diag.	This Plan	Melbourne Water Corporation
E-21	Sewerage	2	AK273907M	Yarra Valley Water Limited



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	<p>DATE / /</p> <p>VERSION 7</p>	

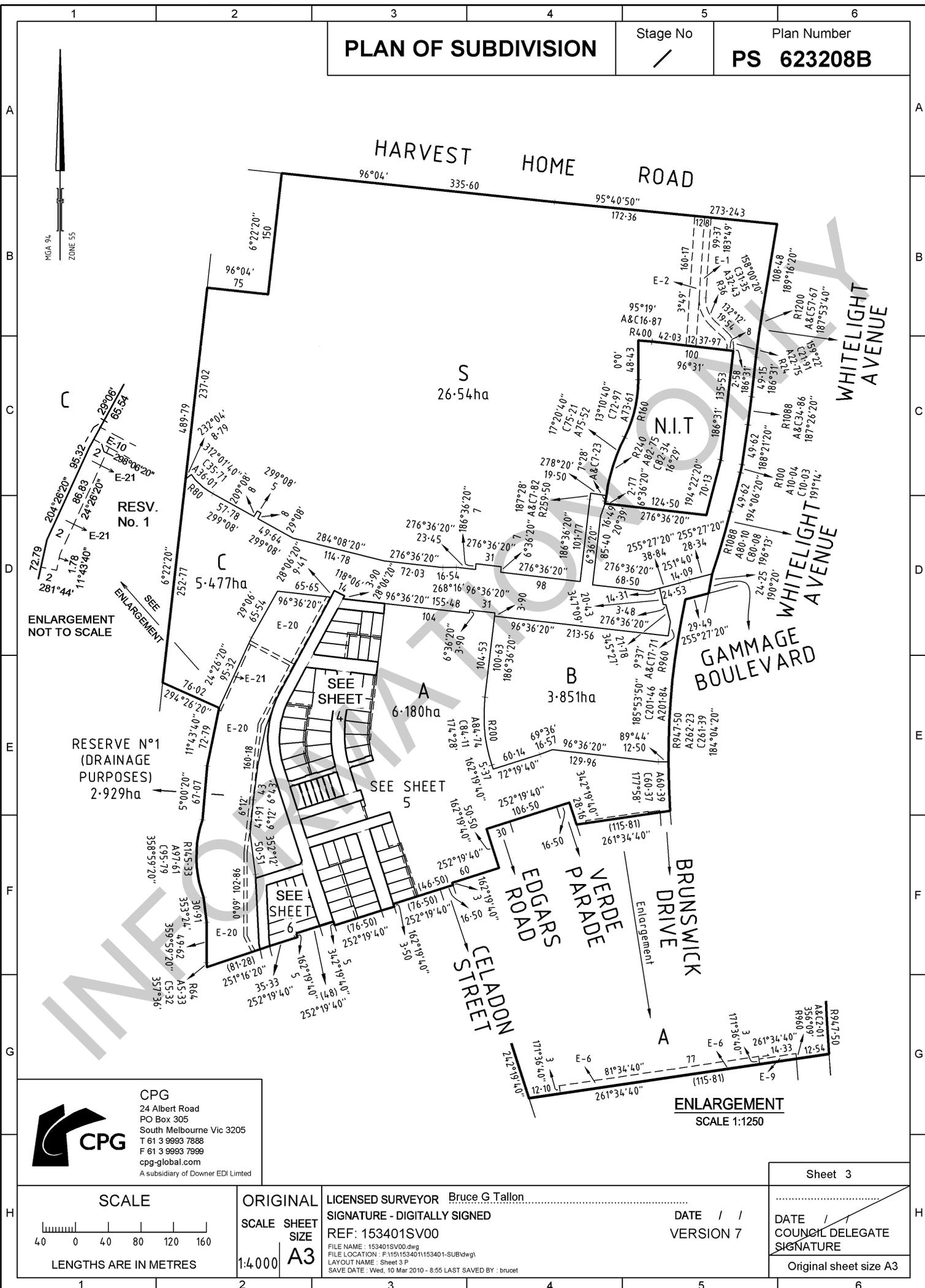
PLAN OF SUBDIVISION

Stage No

/

Plan Number

PS 623208B



ENLARGEMENT NOT TO SCALE

ENLARGEMENT
SCALE 1:1250



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ORIGINAL SCALE SHEET SIZE
 1:4,000 A3

LICENSED SURVEYOR **Bruce G Tallon**
 SIGNATURE - DIGITALLY SIGNED
 REF: 153401SV00
 FILE NAME: 153401SV00.dwg
 FILE LOCATION: F:\15153401\153401-SUB\dwg\1
 LAYOUT NAME: Sheet 3 P
 SAVE DATE: Wed, 10 Mar 2010 - 8:55 LAST SAVED BY: bruce

DATE / /
 VERSION 7

Sheet 3

DATE / /
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

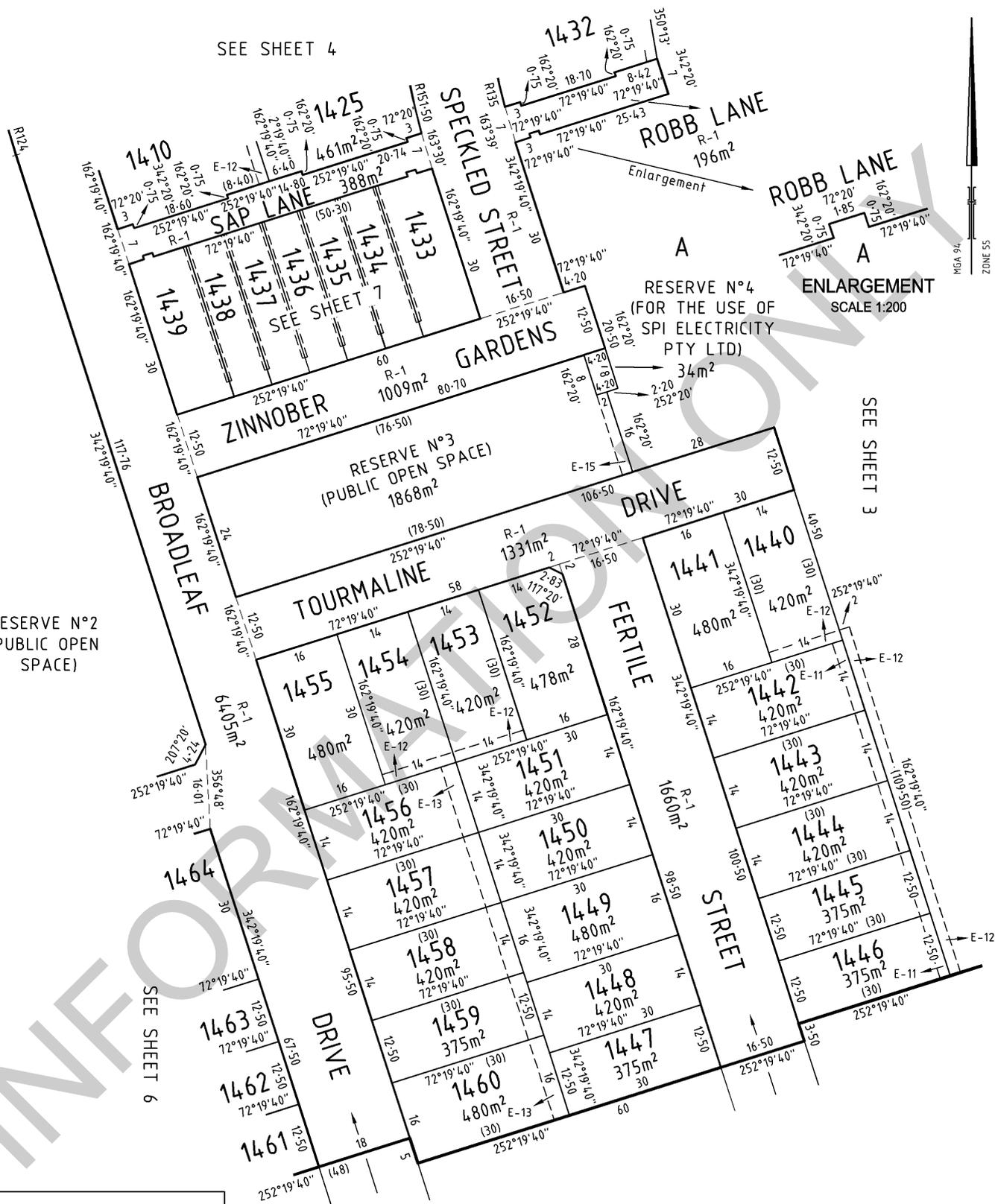
Stage No

Plan Number

/

PS 623208B

SEE SHEET 4



RESERVE N°2
(PUBLIC OPEN SPACE)

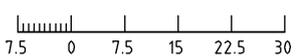
RESERVE N°4
(FOR THE USE OF
SPI ELECTRICITY
PTY LTD)

ENLARGEMENT
SCALE 1:200



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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE
1:750 A3

LICENSED SURVEYOR Bruce G Tallon

SIGNATURE - DIGITALLY SIGNED

REF: 153401SV00

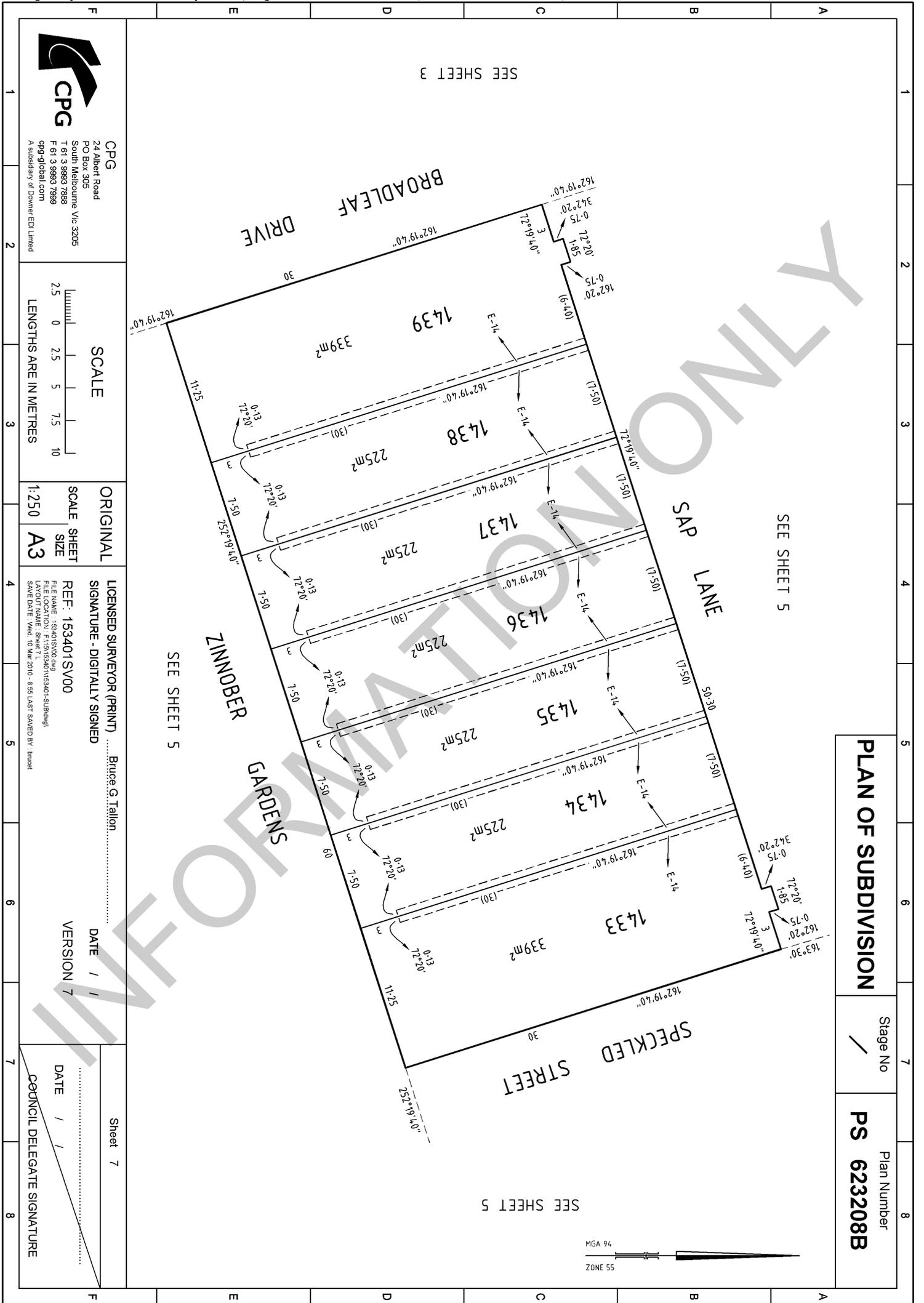
FILE NAME: 153401SV00.dwg
FILE LOCATION: F:\15153401\153401-SUB\dwg\
LAYOUT NAME: Sheet 5 P
SAVE DATE: Wed, 10 Mar 2010 - 8:55 LAST SAVED BY: bruce

DATE / /
VERSION 7

Sheet 5

DATE / /
COUNCIL DELEGATE
SIGNATURE

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PLAN OF SUBDIVISION

Stage No
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Plan Number
PS 623208B



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<p>DESCRIPTION OF RESTRICTION</p> <ol style="list-style-type: none"> 1. SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA STAGE DEVELOPMENT PLAN, SECTION C STAGE 14. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER AA1445 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE. 3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE ENVELOPE TEN YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE. 4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY VICURBAN PRIOR TO THE ISSUE OF THE BUILDING PERMIT. 5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT 																																																																																																																																																																																													
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**Plan of Subdivision PS623208B
Certifying a New Version of an
Existing Plan with Statement of
Compliance (Form 22)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003005S

Plan Number: PS623208B

Council Name: Whittlesea City Council

Council Reference Number 1: 606819

Surveyor's Plan Version: 7

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 15/07/2009

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes

Organisation:

Whittlesea City Council

Date:

06/05/2010

INFORMATION ONLY

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FORM 18

AF163878Y



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

Planning and Environment Act 1987

Lodged by: BLAKE DAWSON WALDRON

Name:

Phone:

496P

Address:

Ref:

Customer Code:

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: Certificates of title volume 10673 folio 806 and volume 10673 folio 807

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

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987 (Vic)

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: DAVID TURNBULL

Date: 25 June 2007

INFORMATION ONLY

BLAKE DAWSON WALDRON

L A W Y E R S

AF163878Y

28/06/2007 \$94.60 173



Deed of Agreement

Section 173 Agreement

Whittlesea City Council

Melbourne Water Corporation

Victorian Urban Development Authority

Spiros Konas

Property: 365 Harvest Home Lane, Epping

Level 36
101 Collins Street
MELBOURNE VIC 3000
Telephone: 9679 3000
Fax: 9679 3111

RWJ JMAH 1318 7840

AF163878Y



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**DEED OF AGREEMENT
Section 173 Agreement**

AF163878Y
28/06/2007 \$94.60 173


DATE *25 June 2007*

PARTIES

Whittlesea City Council of Ferres Boulevard, South Morang, Victoria (**Responsible Authority**);

Melbourne Water Corporation of 100 Wellington Parade, East Melbourne, Victoria (**Melbourne Water**);

Spiros Konas of (**Owner of Lot A**); and

Victorian Urban Development Authority (formerly Urban Land Corporation) ABN 61 868 774 623 of Level ~~13, 360 Elizabeth Street, Melbourne, Victoria~~ (**Owner of Lot B**).

12 700 Collins Street Docklands

[Handwritten signatures]

RECITALS

- A. The Owner of Lot B is or is entitled to be the registered proprietor of an estate in fee simple of the Land.
- B. The Owner of Lot B has agreed to transfer Lot A to the Owner of Lot A. The Owner of Lot A is the beneficial owner of Lot A.
- C. The Responsible Authority is the responsible authority under the Act, for the purposes of the Scheme. The Land is affected by the provisions of the Scheme.
- D. On 3 April 2002, the Responsible Authority granted planning permit number 706617 (the **Permit**) in respect of the Land for the purpose of a 2 lot subdivision in accordance with the Plan.
- E. Condition 2 of the Permit requires the Owner of Lot B, prior to the issue of a statement of compliance in respect of the Plan, to enter into an agreement with the Responsible Authority for Lot A to be connected to a reticulated sewer when the reticulated sewer is constructed to the boundary of Lot A.
- F. Condition 3 of the Permit requires the Owner of Lot B, prior to the issue of a statement of compliance in respect of the Plan, to enter into and comply with an agreement with Melbourne Water under section 269A of the MMBW Act for the provision of drainage works and the acceptance of surface and stormwater from the Land directly or indirectly into Melbourne Water's drainage system.
- G. The Owner of Lot B intends to apply to the Responsible Authority to further subdivide Lot B, at which time the drainage contribution in respect of Lot B will be considered by Melbourne Water.
- H. The Responsible Authority, Melbourne Water, the Owner of Lot A and the Owner of Lot B have agreed to enter into this Agreement pursuant to:

AF163878Y

28/06/2007 \$94.60 173



- (a) section 173 of the Act to:
 - (i) achieve or advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land; and
 - (ii) give effect to the requirements of the Permit; and
- (b) section 269A of the MMBW Act for:
 - (i) the acceptance by Melbourne Water of surface and storm waters from the Land directly or indirectly into Melbourne Water's drainage system; and
 - (ii) the construction, reconstruction or improvement of drainage works serving the Land either alone or together with other Land.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this Deed of Agreement.

Boundary means the boundary between Lot A and Lot B.

Business Day means a day that is not a Saturday or Sunday or public holiday in Melbourne.

Development has the same meaning as in the Act, and **Develop** has a corresponding meaning.

Drainage Outfall Works means the drainage outfall for Lot A constructed to the satisfaction of Melbourne Water and the Responsible Authority in accordance with clause 5.5 of this Agreement.

Lot A means the land contained in lot A on the Plan and includes any balance land remaining in the event that Lot A is subdivided.

Lot B means the land contained in lot B on the Plan and includes any balance land remaining in the event that Lot B is subdivided.

Lot A Drainage Contribution means the amount payable by the Owner of Lot A to Melbourne Water pursuant to this Agreement to contribute to Melbourne Water's costs in providing main drainage services to Lot A.

Land means approximately 43.52 hectares of land at 365 Harvest Home Lane, Sydenham, Victoria, being the land described in certificate of title volume 10673 folios 806 and 807. Any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.

Land Development Manual means Melbourne Water's documented policies and requirements for developers undertaking urban development activities as at 6 November 2006 at <http://ldm.melbournewater.com.au>, and as amended from time to time.

Maintenance Period means a period of three months from the date of Practical Completion of the Drainage Outfall Works.

Melbourne Water means Melbourne Water Corporation and includes any successors in title to Melbourne Water or any other person who becomes vested with responsibility for floodplain management over the Land.

MMBW Act means *Melbourne and Metropolitan Board of Works Act 1958* (Vic).

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

Owner of Lot A means Spiros Konas or, after the Owner of Lot B has transferred Lot A to Spiros Konas, the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in Lot A or any part of Lot A and includes a Mortgagee in possession.

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

Plan means proposed plan of subdivision 449515L.

Practical Completion means completion of works to the satisfaction of Melbourne Water and the Responsible Authority as evidenced in writing by those parties respectively.

Scheme means the Whittlesea Planning Scheme.

1.2 General Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, or vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;

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- (f) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning; and
- (j) the obligations of the Owner of Lot A and the Owner of Lot B under this Agreement will take effect as separate and several covenants which are annexed to and run at law and equity with the Land, provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

1.3 Headings

In this Agreement, headings are for convenience only and do not affect interpretation.

2. CONFIRMATION OF RECITALS

Each of the parties to this Agreement confirms the recitals that relate to that party.

3. COMMENCEMENT OF AGREEMENT

This Agreement shall be deemed to come into force and effect from the date of this Agreement.

4. EFFECT OF THE AGREEMENT AND REGISTRATION

4.1 Agreement Under Section 173 of the Act and 269A of the MMBW Act

The parties agree that without limiting or restricting their respective powers to enter into this Agreement and, in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act and 269A of the MMBW Act.

4.2 Covenants to Run with the Land

The parties agree and declare that the obligations imposed on the Owner of Lot A and the Owner of Lot B under this Agreement are intended to take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land and bind the Owner of Lot A and the Owner of Lot B, their successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Land.

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4.3 Registration Memorandum

An application, pursuant to section 181 of the Act shall be made by the Responsible Authority to the Registrar of Titles for the entry of a memorandum of this Agreement upon the Certificate of Title to the Land.

The Owner of Lot A and the Owner of Lot B must do all things necessary to enable the Responsible Authority to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

5. OWNERS' COVENANTS

5.1 Development Notice

- (a) The Owner of Lot A must notify Melbourne Water in writing not more than 7 days after the date on which the Owner of Lot A applies to the Responsible Authority to subdivide or Develop Lot A.
- (b) The Owner of Lot B must notify Melbourne Water in writing not more than 7 days after the date on which the Owner of Lot B applies to the Responsible Authority to subdivide or Develop Lot B.
- (c) Clauses 5.1(a) and 5.1(b) do not apply if the application for the relevant subdivision or Development is otherwise referred to Melbourne Water by the Responsible Authority.

5.2 Lot A Drainage Contribution

- (a) The Owner of Lot A must pay Melbourne Water the Lot A Drainage Contribution, in accordance with, and at the rates specified in:
 - (i) the Edgars Creek Drainage Scheme as amended from time to time, or any drainage scheme which replaces the Edgars Creek Drainage Scheme or an agreed rate;
 - (ii) any other applicable policy in the Land Development Manual reasonably imposed by Melbourne Water; and
 - (iii) any processing fee or charge reasonably imposed by Melbourne Water.
- (b) The Owner of Lot A must pay the Lot A Drainage Contribution to Melbourne Water before the date on which any further subdivision or Development commences on, or a statement of compliance is issued in respect of any further subdivision of, Lot A.

5.3 Interest on Lot A Drainage Contribution

- (a) If, for any reason, the Lot A Drainage Contribution is not paid by the time set out in clause 5.2(b), the amount required to be paid will accrue interest at the rate being 2% above that prescribed under section 2 of the *Penalty Interest Rates Act 1983*

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(Vic) until it is paid and the amount of the Lot A Drainage Contribution and any interest which accrues will be a debt due by the Owner of Lot A to Melbourne Water until paid.

- (b) For the purposes of this Agreement, interest accrues from the day which is 5 Business Days after the date on which payment should have been made in accordance with clause 5.2(b).

5.4 Lot A Reticulated Sewer Connection

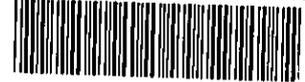
- (a) The Owner of Lot A must provide, at its cost, a connection to the land in Lot A, and to any dwelling existing on Lot A, from any reticulated sewer constructed on Lot B adjacent to the Boundary.
- (b) The reticulated sewer connection referred to in 5.4(a) must be provided within three months after the date of Practical Completion of any reticulated sewer on Lot B adjacent to the Boundary.
- (c) The reticulated sewer connection referred to in 5.4(a) must be constructed to the satisfaction of the Responsible Authority.

5.5 Lot A Drainage Outfall Works

- (a) The Owner of Lot B must provide, at its cost, a drainage outfall for Lot A to the satisfaction of Melbourne Water and the Responsible Authority (**Drainage Outfall Works**).
- (b) The Drainage Outfall Works must be completed before the date on which any further subdivision or Development commences on, or a statement of compliance is issued in respect of the further subdivision of, any stage of the development containing land (other than any balance lot) on Lot B that touches the Boundary.
- (c) If any Development commences on Lot A before Development commences on Lot B, the Owner of Lot A must provide, at its cost, either temporary or permanent Drainage Outfall Works to the satisfaction of Melbourne Water and the Responsible Authority.
- (d) If the Owner of Lot A is required to provide either temporary or permanent Drainage Outfall Works under clause 5.5(c), the Owner of Lot B must:
 - (i) after at least 14 days written notice by the Owner of Lot A, allow the Owner of Lot A and its agents to enter onto Lot B for the purpose of complying with clause 5.5(c). That right to enter will end at the completion of the Maintenance Period; and
 - (ii) allow Lot B to be used for the purpose of providing temporary or permanent Drainage Outfall Works in accordance with clause 5.5(c).
- (e) Any temporary or permanent Drainage Outfall Works provided under clause 5.5(c) must be completed before the date on which any further subdivision or

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Development commences on Lot A, or a statement of compliance is issued in respect of the further subdivision of Lot A.

- (f) If the Owner of Lot A elects to provide permanent Drainage Outfall Works under clause 5.5(c), the Owner of Lot B is not obliged to comply with its obligation under clause 5.5(a).
- (g) The Owner of Lot B undertakes to make good, to the satisfaction of Melbourne Water and the Responsible Authority, all faults, defects and failures which develop, appear or occur in or on the Drainage Outfall Works within the Maintenance Period or such other time period as specified by Melbourne Water in an Offer of Drainage Conditions made under section 269A of the MMBW Act.

5.6 Mortgagee to be Bound

The Owner of Lot A and the Owner of Lot B covenant and agree that they will obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes a mortgagee in possession of the Land.

6. OWNERS' DEFAULT

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

7. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner of Lot A and the Owner of Lot B must ensure that until this Agreement is recorded on the folios of the register which relates to the Land, their successors in title will:

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

8. ENDING OF AGREEMENT

8.1 This Agreement ends when the Owner of Lot A and the Owner of Lot B have complied with all of the obligations imposed on them under this Agreement, as evidenced by a letter of release to that effect from Melbourne Water and the Responsible Authority.

8.2 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner of Lot A or the Owner of Lot B,

make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

9. **PROGRESSIVE RELEASE FROM AGREEMENT**

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9.1 **Release of Owner of Lot B**

- (a) If Lot B is further subdivided and new certificates of title are issued in respect of the land in Lot B, the Owner of Lot B may, from time to time, request in writing that Melbourne Water consent to the cancellation of the recording of this Agreement on the Register of a particular certificate(s) of title consisting of land in Lot B.
- (b) Upon receiving a request under clause 9.1(a), Melbourne Water may provide the Owner of Lot B and the Responsible Authority with a letter of release in relation to the particular certificate(s) of title and agree to the cancellation requested under clause 9.1(a).
- (c) Upon receipt of a letter of release by Melbourne Water under clause 9.1(b), the Responsible Authority may, at the request and at the cost of the Owner of Lot B, make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register of the particular certificate(s) of title.
- (d) Despite anything else in this clause, until the Drainage Outfall Works reach Practical Completion, Melbourne Water will not issue a letter consenting to the cancellation of the recording of this Agreement in relation to:
 - (i) any certificate of title consisting of any land touching the Boundary; or
 - (ii) any certificate of title consisting of any of the balance land in Lot B.

10. **COSTS**

The Owner of Lot B will pay Melbourne Water's and the Responsible Authority's costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, until paid, a debt due to the Responsible Authority and/or Melbourne Water (as the case may be).

11. **NO FETTERING OF POWERS**

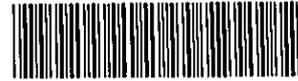
The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans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

12. **NOTICES**

- 12.1 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:

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- (a) by delivering it personally to that party;
- (b) 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
- (c) by sending it by facsimile to that person's facsimile number and the machine from which it is sent produces a report that states that it was sent in full.

12.2 Service of Notice

A notice or other communication is deemed served:

- (a) if it is delivered, or sent by facsimile:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) if posted, on the expiration of two Business Days after the date of posting.

13. NO WAIVER

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

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

15. NOTICE OF AGREEMENT

The Owner of Lot A and the Owner of Lot B agree that they will bring this Agreement to the notice of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns of the Land.

EXECUTED as a Deed

THE COMMON SEAL of
WHITTLESEA CITY COUNCIL was
hereunto affixed by the authority of the
Responsible Authority in the presence of:



Councillor **CEO**

Name of Councillor
DAVID TURNBULL.

Mayor

AF163878Y

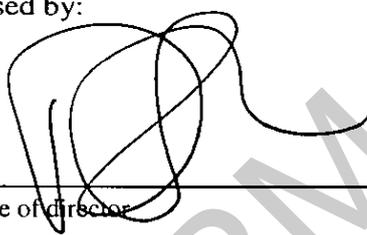


Name of Mayor

THE OFFICIAL SEAL of
MELBOURNE WATER CORPORATION, the fixing of which was
witnessed by:

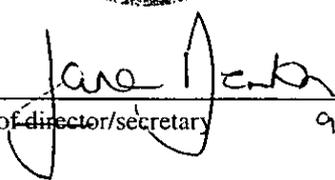


Signature of director



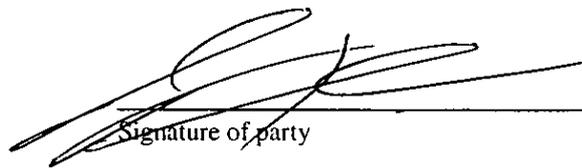
Name of director
Rob Skinner

Signature of director/secretary **9.5.07**

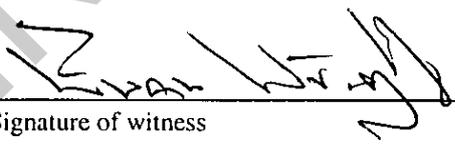


Name of director/secretary
JANE DENTON

SIGNED, SEALED and DELIVERED by
SPIROS KONAS in the presence of:



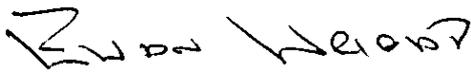
Signature of party



Signature of witness

365 HARVESTHOME LANE.

Usual address
LEPPING



Name

AF163878Y



THE OFFICIAL SEAL of VICURBAN,
is duly affixed in accordance with the
Victorian Urban Development Authority
Act 2003 in the presence of:



[Signature]
Signature

[Signature]
Signature

Prudence Sanderson
Name

MARK ALLAN
Name

700 Collins St Docklands
Usual address

700 COLLINS ST DOCKLANDS
Usual address

Chief Executive Officer
Position

GENERAL MANAGER PROJECT
Position PLANNING + DESIGN

INFORMATION



Imaged Document Cover Sheet

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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
10/04/2008 \$187 173
Barcode

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" and part of Volume 8997 Folio 011 and more particularly being the area shown as hatched on the attached plan marked "B" and part of Volume 10673 Folios 806 and 807 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

AF771740P



Name of officer:

DAVID TURNBULL

Office held:

CEO

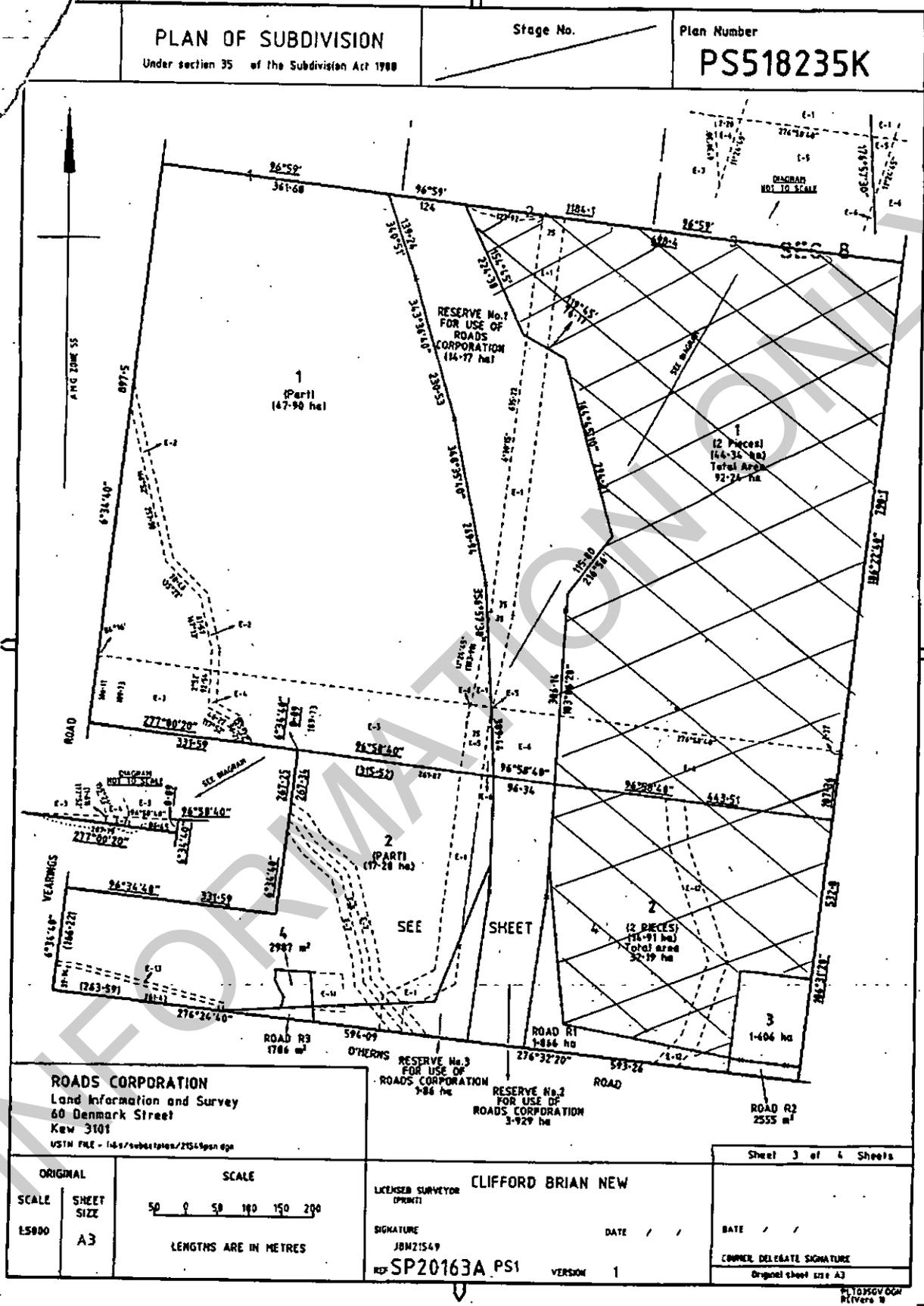
Date:

14/3/08

INFORMATION ONLY

"A"

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



PLAN OF SUBDIVISION
Under section 35 of the Subdivision Act 1988

Stage No.

Plan Number

PS518235K

ROADS CORPORATION
Land Information and Survey
60 Denmark Street
Kew 3101
VSTM FILE - 1461706814012/2541000.dwg

RESERVE No. 1 FOR USE OF ROADS CORPORATION
1-86 ha

RESERVE No. 2 FOR USE OF ROADS CORPORATION
3-929 ha

ORIGINAL
SCALE
SHEET SIZE
E5800
A3

SCALE
50 0 50 100 150 200
LENGTHS ARE IN METRES

LICENSED SURVEYOR
(PRINT)
CLIFFORD BRIAN NEW

SIGNATURE
JBN21549

DATE / /

REP **SP20163A PS1** VERSION 1

Sheet 3 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE
Original sheet size A3

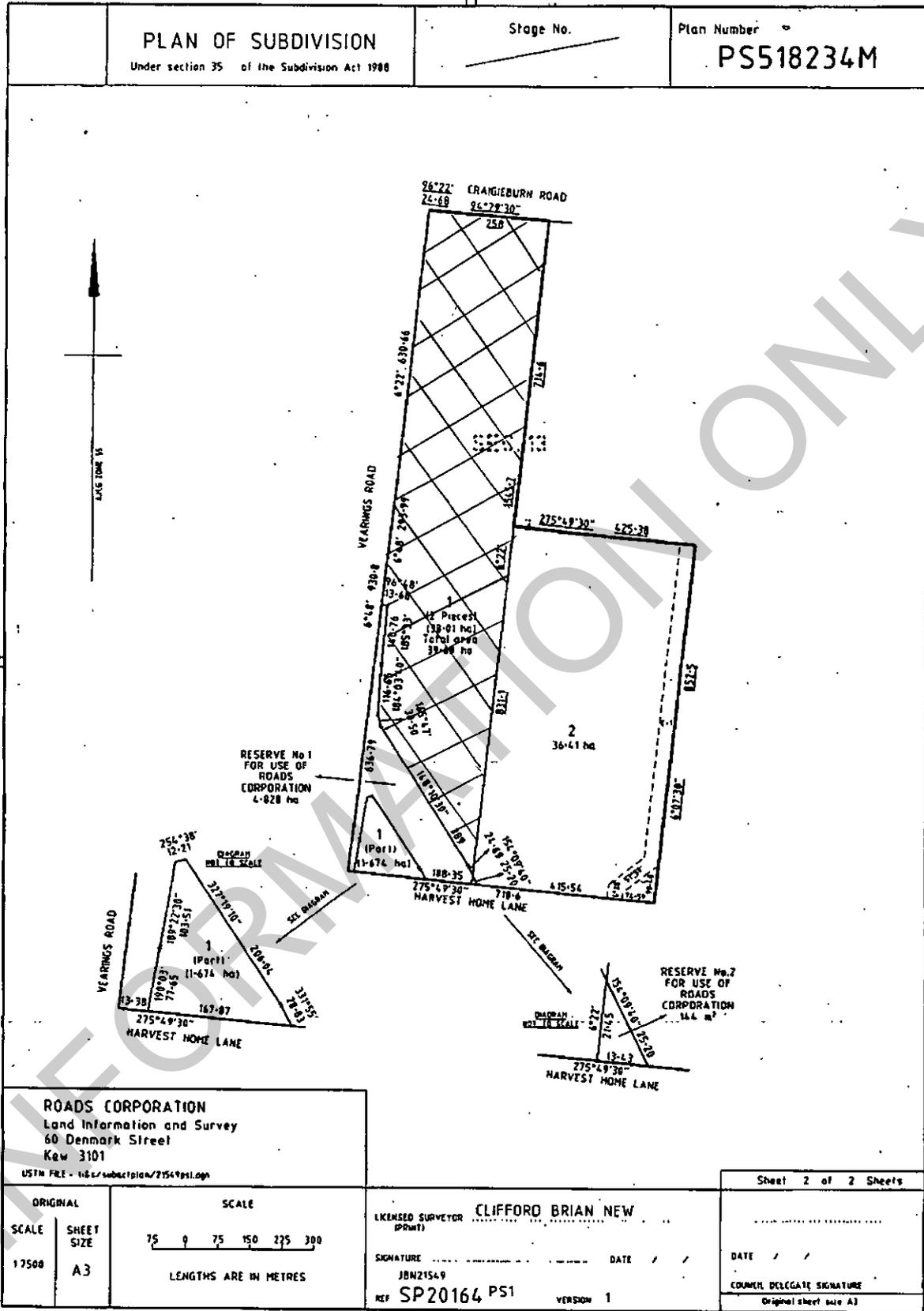
AF771740P

10/04/2008 \$187 173



"B"

Delivered by LANDATA®, Land Registry timestamp 14/11/2007 12:55 Page 2 of 2



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"C"

PLAN OF SUBDIVISION		LR use only EDITION		
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 4 Title References C/T VOL 10673 FOL 806 VOL 10673 FOL 807 Last Plan Reference: TP813147X Postal Address: 365 HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076 MGA Co-ordinates E 323765 (Of approx. centre of plan) N 5833875 Zone 55		Council Certification and Endorsement Council Name: Whittlesea City Council Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
		LR use only Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / / LR use only PLAN REGISTERED TIME Date: / / Assistant Registrar of Titles.		
		Notations Depth Limitations: NIL Survey: This plan is not based on survey. This survey has been connected to permanent marks no(s) - In Proclaimed Survey Area no -		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
A-1	Carriageway	6.40	Vol5750 Fol826	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

Coomes Consulting Group Pty Ltd
 contact@coomes.com.au coomes.com.au
 24 Albert Road PO Box 3205 South Melbourne Victoria 3205
 T 61 3 8963 7858 F 61 3 8962 7829

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:10000 **A3**

LICENSED SURVEYOR (PRINT) *Gabrielle M McCarthy*

SIGNATURE DATE 21/5/2023

REF: 3604-24 VERSION 3

FILE NAME: 3604p.dwg
 FILE LOCATION: P:\Projects\Subdivisions\3604-24\3604-24\SUBDIVISION.DWG
 LAYOUT NAME: Layout1
 SAVE DATE: Thu, 17 May 2003 - 10:32 LAST SAVED BY:

AF771740P

10/04/2008 \$187

173

Sheet 1 of 1 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



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

INFORMATION ONLY

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.



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.



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.

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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:

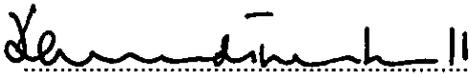
14.2.1 the Agreement will end in relation to that allotment; and

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

INFORMATION ONLY

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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



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 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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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



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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
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

ELEM	DESCRIPTION	UNIT	COST (\$)	COST (\$)	COST (\$)
U/3A	South West Football / Cricket Facility 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) Includes 1 junior oval, site wks, ext services etc	ITEM			430,000
	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) Inc 4 tennis courts, site wks, ext services etc	ITEM			360,000
	Bocce Rink Facility x4 (No pavilion)	ITEM			100,000
U/9A	Northern P-12 Single Court School Gym Upgrade Upgrade of a standard DE&T basketball court to a double netball size court. Includes on costs	ITEM			2,270,000
U/9B	Northern P-12 Single Court School Gym Upgrade Upgrade of a standard DE&T basketball court to a netball size court. Includes on costs (\$320,000)	ITEM			-
U/10A	Central P-6 Single Court School Gymnasium Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds	ITEM			1,000,000
U/10B	North West P-6 Single Court School Gymnasium Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds	ITEM			1,000,000
	Free Standing Lawn Bowls (No pavilion)	ITEM			300,000
	Total Recreation Cost	ITEM			13,460,000

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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
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
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	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)					<u>\$ 1,220,000</u>
(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)					<u>\$ 230,000</u>
(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
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)

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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)

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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)

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
NORTH WEST SOCCER FACILITY

JOB 4605
 DATE 23/08/2007
 FECA 355
 UCA 80
 REF U/7A

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





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)					

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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
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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Note - carparking on next page

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)

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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
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)

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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
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)

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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
 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)					

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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 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)

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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
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)

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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
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 room 1 (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

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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
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) \$ 1,670,000

(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
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





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

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

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 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**





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.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 30/10/2025 01:10:04 PM

Status	Registered	Dealing Number	AX607947E
Date and Time Lodged	28/12/2023 12:36:02 PM		

Lodger Details

Lodger Code	18601V
Name	BANKWEST
Address	
Lodger Box	
Phone	
Email	
Reference	13374924 Ec

MORTGAGE

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

11202/459

Mortgagor

Given Name(s)	ANH HOANG
Family Name	NGUYEN
Given Name(s)	PHAT TAN
Family Name	LE

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Property Name	COMMONWEALTH BANK PLACE SOUTH
Floor Type	LEVEL



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Floor Number 1
Street Number 11
Street Name HARBOUR
Street Type STREET
Locality SYDNEY
State NSW
Postcode 2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA9646
(b) Additional terms and conditions
Nil

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	SARAH ELLIS
Signer Organisation	BANKWEST
Signer Role	AUTHORISED SIGNATORY
Execution Date	18 DECEMBER 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Created at 30 October 2025 01:36 PM

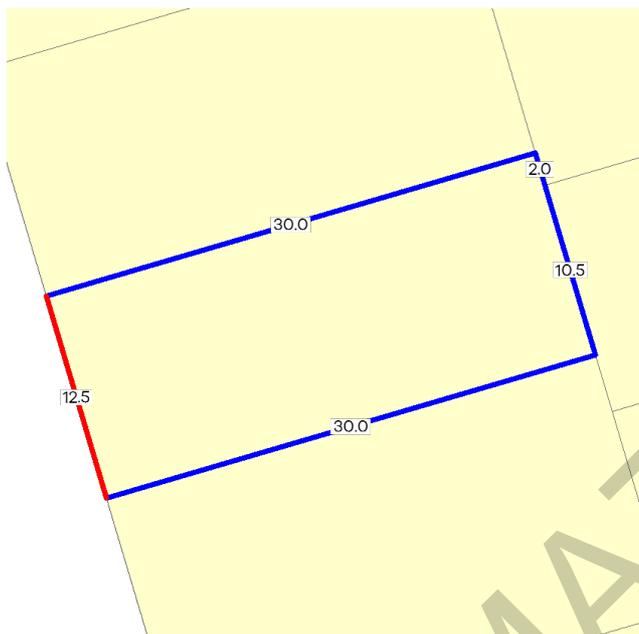
PROPERTY DETAILS

Address: **16 BROADLEAF DRIVE EPPING 3076**
Lot and Plan Number: **Lot 1459 PS623208**
Standard Parcel Identifier (SPI): **1459\PS623208**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **740357**
Directory Reference: **Melway 181 G5**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 375 sq. m

Perimeter: 85 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

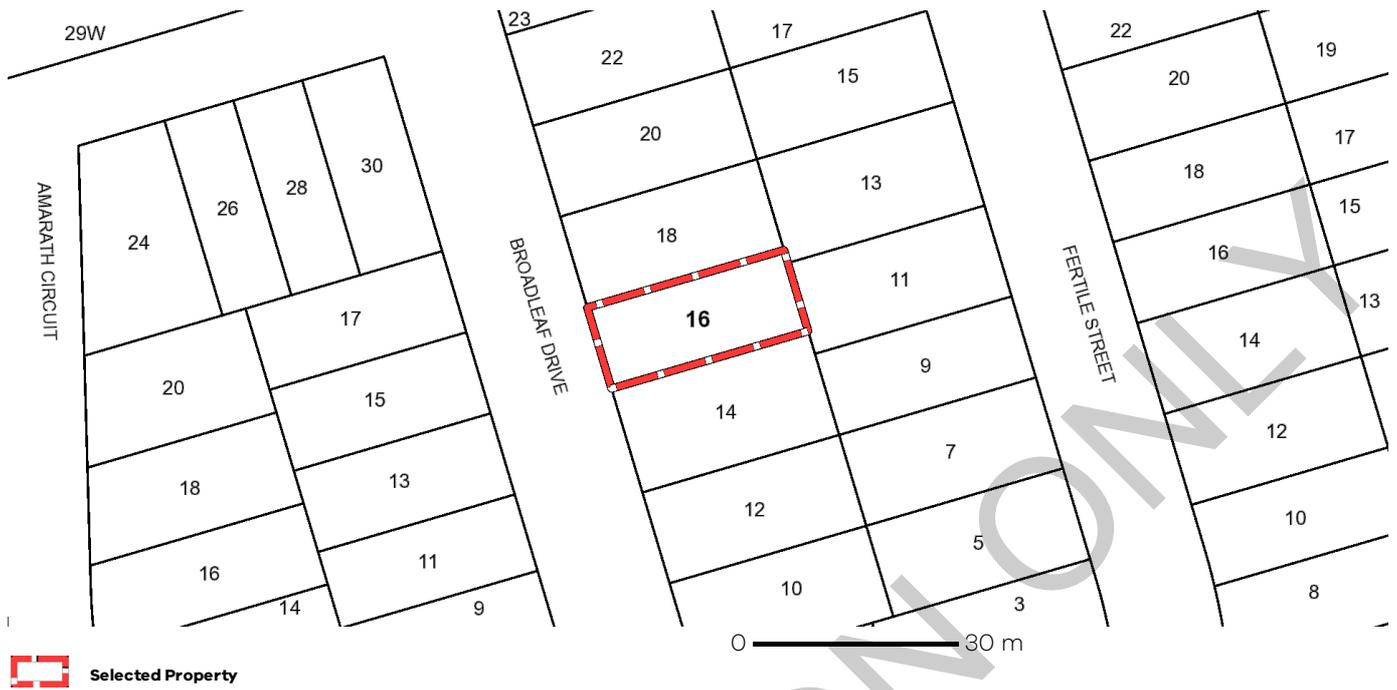
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 30 October 2025 01:29 PM

PROPERTY DETAILS

Address: **16 BROADLEAF DRIVE EPPING 3076**
 Lot and Plan Number: **Lot 1459 PS623208**
 Standard Parcel Identifier (SPI): **1459\PS623208**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **740357**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 G5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

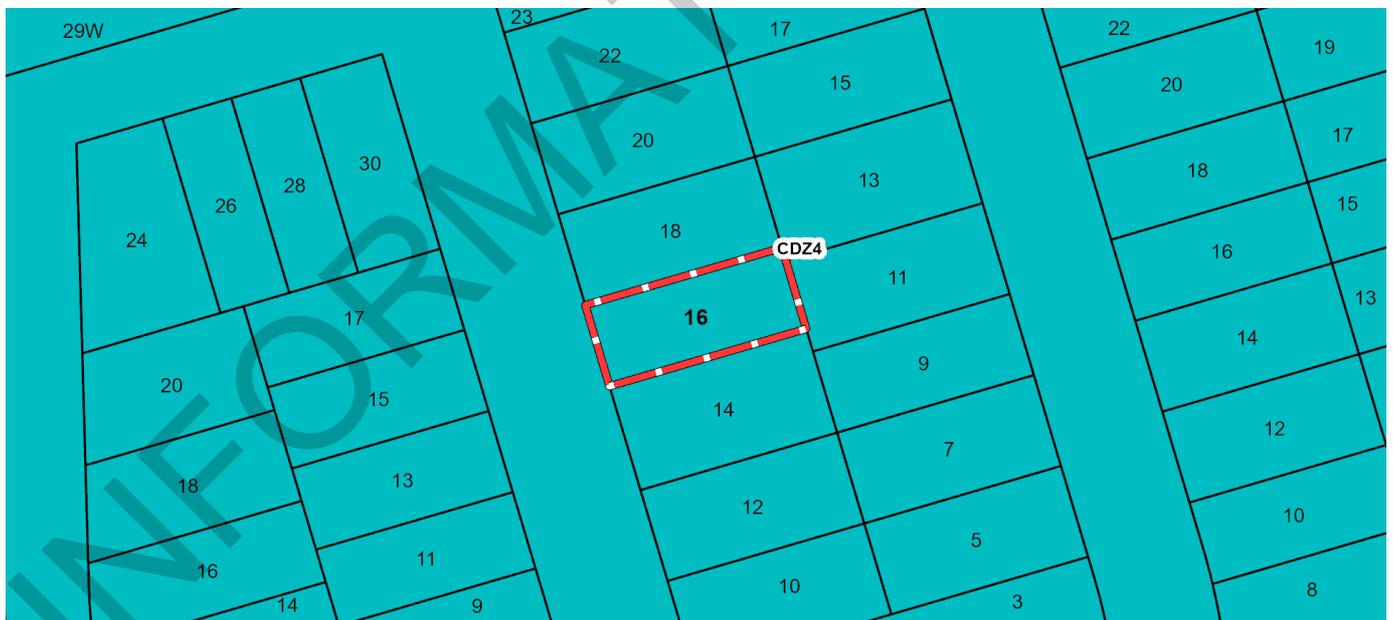
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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)

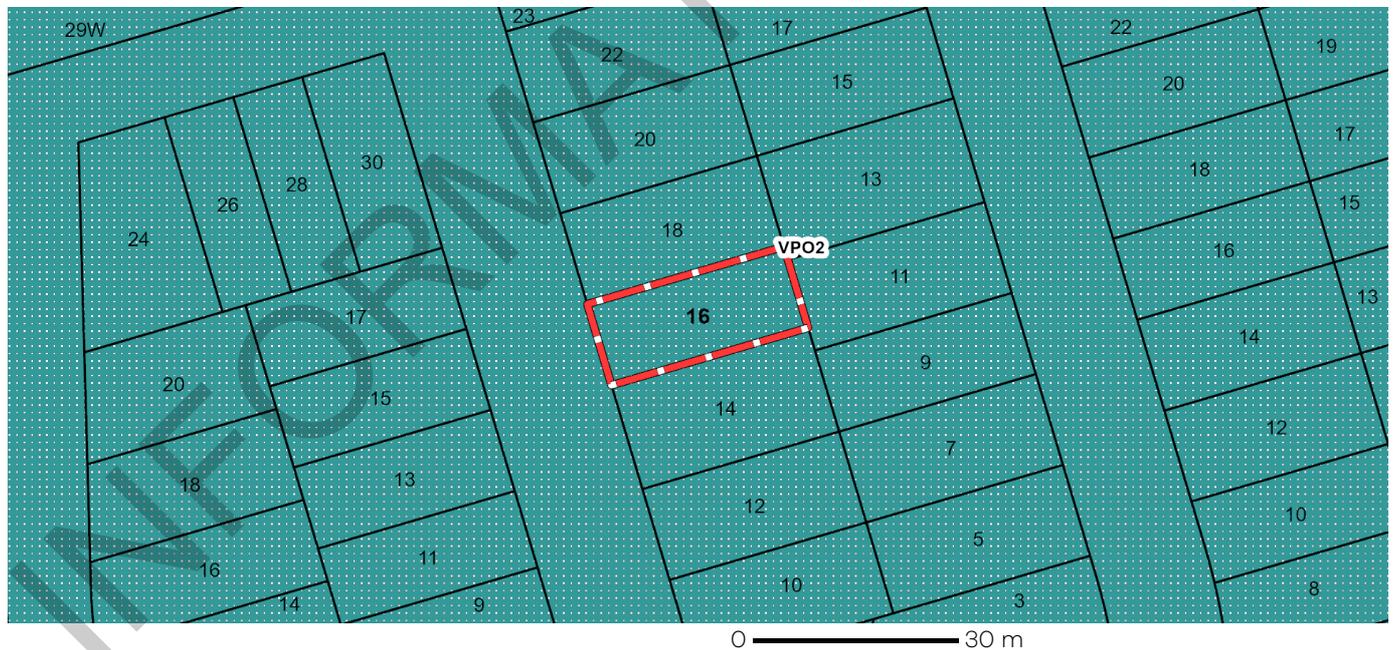


DPO - Development Plan Overlay

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.

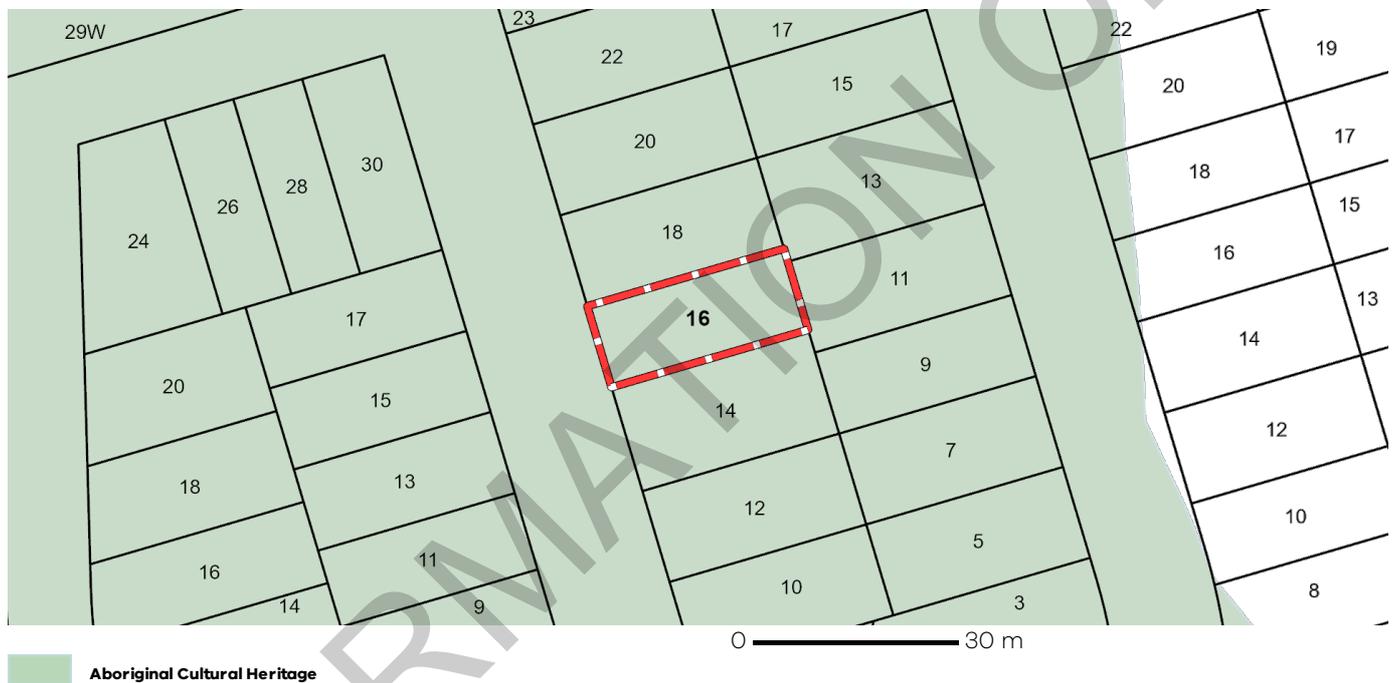
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 23 October 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

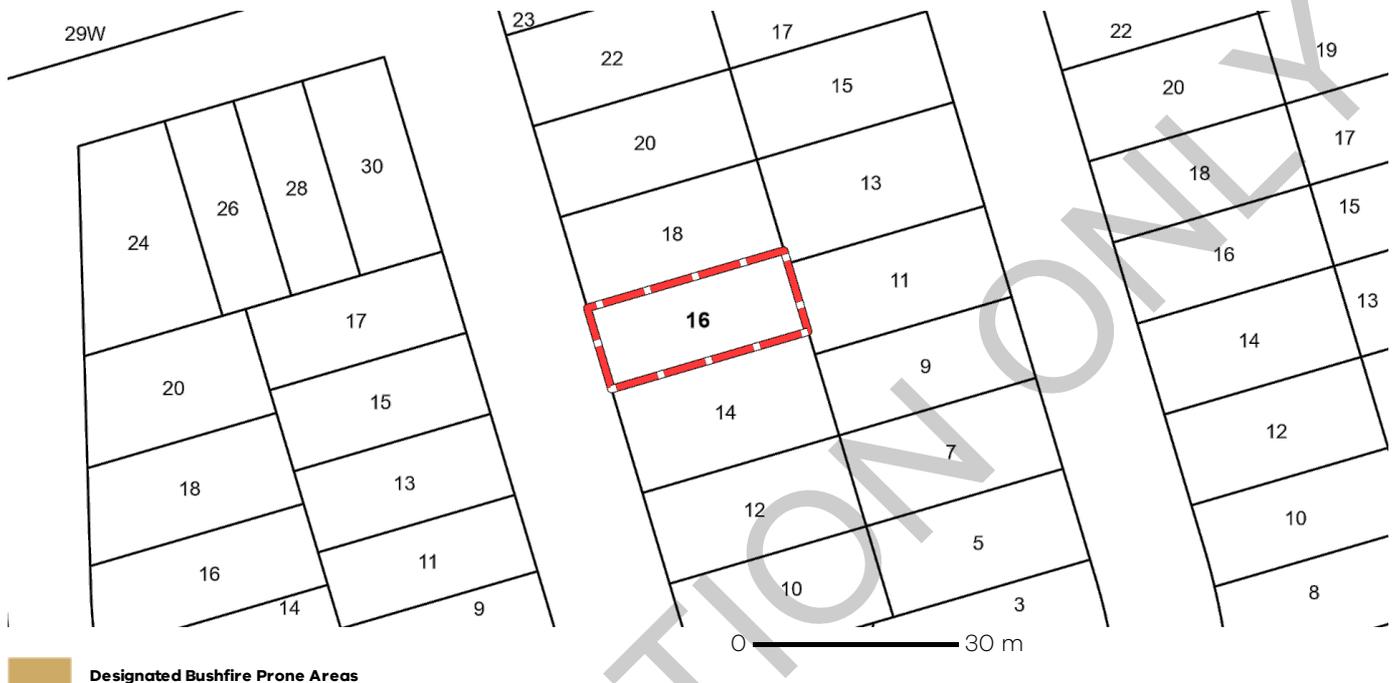
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Assessment number: **0740357**

To receive your rates notice via email, register at
whittlesea.enotices.com.au
 Reference No: **81132856DH**

Issue date: **05/08/2025**

Instalment 1

\$535.79
Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 \$532.00
Due By 30/11/2025

Instalment 3 \$532.00
Due By 28/02/2026

Instalment 4 \$532.00
Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum \$2,131.79
Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.



A H Nguyen & P T Le
16 Broadleaf Drive
EPPING VIC 3076



029
I024953
DLX3_14653

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Property Details 16 Broadleaf Drive EPPING VIC 3076

LOT 1459 PS 623208B

Owner: Nguyen, Anh Hoang & Le, Phat Tan

Ward: Ganbu Gulinj

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$380,000	\$625,000	\$31,250

Level of value date 01/01/2025 **Valuation operative date** 01/07/2025

AVPCC 110 Detached Dwelling

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 625,000 x 0.00017300	\$108.13
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85

Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges

General rate 31,250 x 0.04728680	\$1,477.71
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80

Total \$2,131.79

Payments received after 5 Aug 2025 may not be included on this notice

How to pay

- whittlesea.vic.gov.au
- Phone **1300 301 185**
- Council Offices**
See the back of this notice for opening hours and locations

BPAY

Bill Code: 5157
Ref: 0740357
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au
 Bank Account

Post Billpay
 Billpay Code: 0350
Ref: 7403571
Pay in person at any post office:
 131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 7403571



*350 7403571



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Chris Cuong Le
Abundant Conveyancing Services
888conveyancing@gmail.com

RATES SETTLEMENT STATEMENT (RSS)

Account No: 3425550974
RSS No: 4370059

Date of Issue: 23/01/2026
Your Ref: 25/2813

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
16 BROADLEAF DR, EPPING VIC 3076	1459\PS623208	1764882	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge <i>Step 1 – 38.000000kL x \$3.57240000 = \$135.75</i> Estimated Average Daily Usage \$1.41	07-08-2025 to 11-11-2025	\$135.75	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 11.000000kL x \$1.96810000 = \$21.65</i>	07-08-2025 to 11-11-2025	\$21.65	\$0.00
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$193.68

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of

this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

6. Yarra Valley Water provides information in this RSS 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 RSS are calculated and valid at the date of issue.

8. To avoid overpayments and or incorrect adjustments, please advise your client to make no further payments on their account. To allow for settlement adjustments we will not bill this account for the next 90 days. If circumstances change and the property is no longer being sold, please contact Yarra Valley Water to resume normal billing.

9. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2024, this charge is applicable for properties with water service only.

10. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

11. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

12. 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.

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

Recycled water is available at this property

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

Property No: 1764882

Address: 16 BROADLEAF DR, EPPING VIC 3076

Water Information Statement Number: 4370059

HOW TO PAY



Bill Code: 314567
Ref: 34255509744

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

30th October 2025

Chris Cuong Le
Abundant Conveyancing Services

Dear Chris Cuong Le,

RE: Application for Water Information Statement

Property Address:	16 BROADLEAF DRIVE EPPING 3076
Applicant	Chris Cuong Le Abundant Conveyancing Services
Information Statement	30986409
Conveyancing Account Number	5853805745
Your Reference	25/2813

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	16 BROADLEAF DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is 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	16 BROADLEAF DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The land is affected by a drainage encumbrance however requirements have been set by Melbourne Water that upon execution will render the land no longer affected by the encumbrance. Melbourne Water is or may be awaiting a Certified Survey Plan, "As Constructed" or Engineering Plan verifying that the requirements have been met. For further information contact Melbourne Water on 9679 7517.

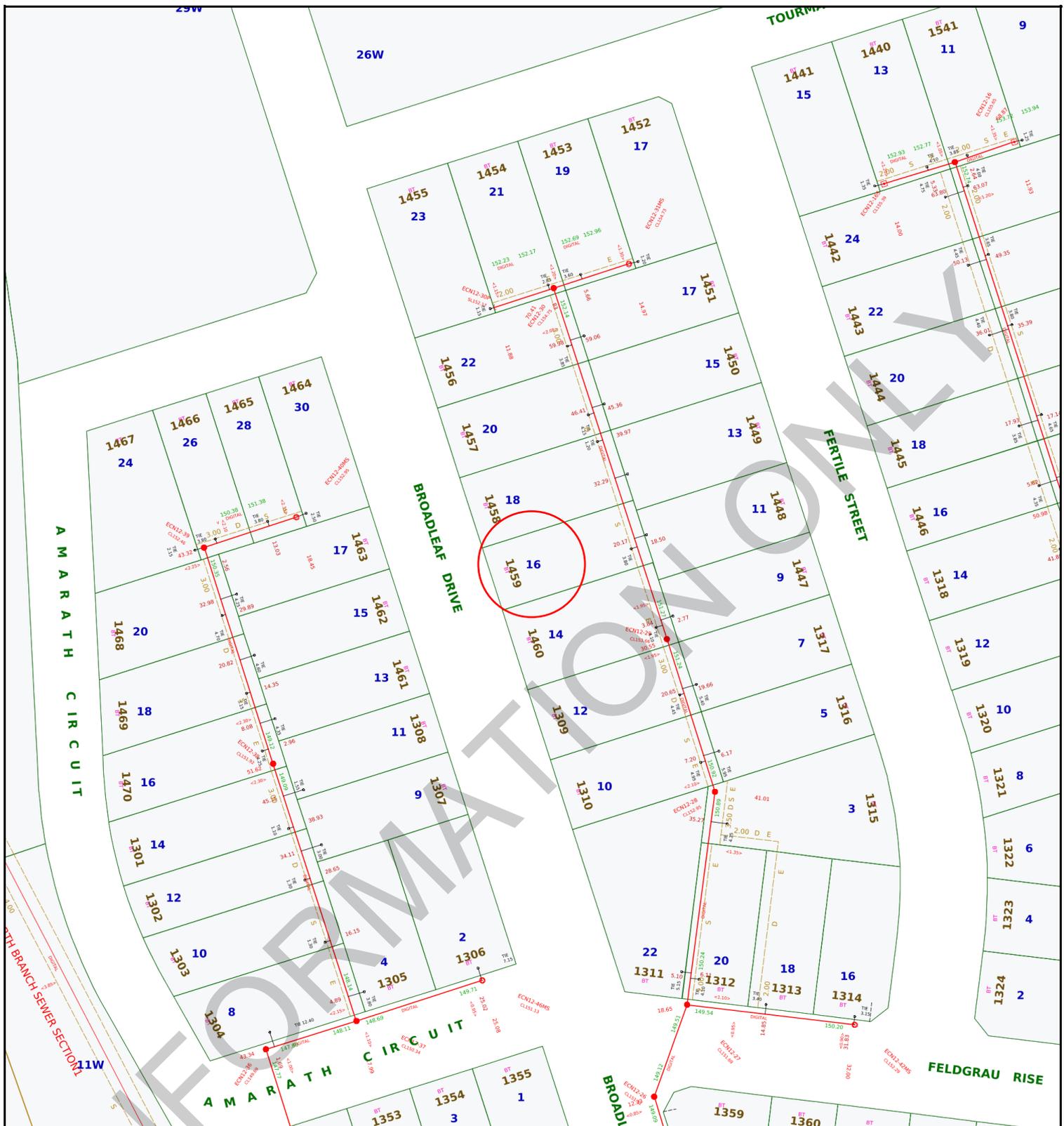
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30986409**

Address	16 BROADLEAF DRIVE EPPING 3076
Date	30/10/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

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

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

Property No: 1764882

Address: 16 BROADLEAF DR, EPPING VIC 3076

Water Information Statement Number: 30986409

HOW TO PAY



Billers Code: 314567
Ref: 34255509744

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



ABUNDANT CONVEYANCING SERVICES

Your Reference:	25/2813
Certificate No:	95219010
Issue Date:	23 JAN 2026
Enquiries:	ESYSPROD

Land Address: 16 BROADLEAF DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37959101	1459	623208	11202	459	\$1,530.00

Vendor: PHAT LE & ANH NGUYEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
ANH HOANG NGUYEN	2026	\$380,000	\$1,590.00	\$0.00	\$1,530.00

Comments: Land Tax of \$1,590.00 has been assessed for 2026, an amount of \$60.00 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$625,000
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SITE VALUE (SV):	\$380,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,530.00
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Notes to Certificate - Land Tax

Certificate No: 95219010

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,250.00

Taxable Value = \$625,000

Calculated as \$625,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 95219010

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: 95219010

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



ABUNDANT CONVEYANCING SERVICES

Your Reference:	25/2813
Certificate No:	95219010
Issue Date:	23 JAN 2026
Enquires:	ESYSPROD

Land Address: 16 BROADLEAF DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37959101	1459	623208	11202	459	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$625,000
SITE VALUE:	\$380,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95219010

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



ABUNDANT CONVEYANCING SERVICES

Your Reference:	25/2813
Certificate No:	95219010
Issue Date:	23 JAN 2026

Land Address: 16 BROADLEAF DRIVE EPPING VIC 3076

Lot	Plan	Volume	Folio
1459	623208	11202	459

Vendor: PHAT LE & ANH NGUYEN

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: 95219010

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: 95219010

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: 95219010

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.