



**MASTER
PROPERTY
CONVEYANCING**

DATED

20

VENDOR: LUCIA LATINO DENBIGH (FORMERLY COOPER)

PROPERTY: 2 WILLIAMSBURG WALK, WOLLERT VIC 3750

Contract of Sale

Prepared by:

MASTER PROPERTY CONVEYANCING

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Ref: 25-03-1011-S

Contract of Sale of Land

Property: 2 WILLIAMSBURG WALK, WOLLERT VIC 3750

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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WARNING TO ESTATE AGENTS

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY:

EXECUTED by

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

INFORMATION ONLY
2 WILLIAMSBURG WALK WONVERT VIC 3750

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Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1 / 337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: 0421 232 029 Ref: George Ioannou

Vendor.

Name: Lucia Latino Denbigh (Formerly Cooper)
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Master Property Conveyancing
Address: Corporate One, 84 Hotham Street, Preston VIC 3072
Email: anna@masterpropertyconveyancing.com.au
Tel: 03 9863 6818 Mob: 0413 111 672 Ref: 25-03-1011-S

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 12183 Folio 110 | 3132 | PS817675M |
| Volume Folio | | |

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: 2 WILLIAMSBURG WALK, WOLLERT VIC 3750

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 EXCLUDING white jewellery cabinet on wall in master bedroom which will be removed on settlement

Payment

Price \$

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

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 and 26.2)

is due on / /20.....

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)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

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.*

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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 –
- 21 days have elapsed since the day of sale; and
 - 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 –
- 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
 - 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 –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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 –
- must not exceed 10% of the price; and
 - 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.
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Special Conditions

1. Auction

The property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction will be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by the Regulations which modify or replace those Schedules.

2. Acknowledgement of Documents

The Purchaser acknowledges having received from the Vendor's estate agent prior to the execution of the Contract or payment of any deposit or other money:

- (a) a copy of this Contract pursuant to section 53 of the *Estate Agents Act* 1980;
- (b) a statement required by section 32 (1) of the *Sale of Land Act* 1962;
- (c) a Due Diligence Checklist pursuant to Division 2A of Part II of the *Sale of Land Act* 1962.

3. Jointly and Severally

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

4. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract of Sale.

The Vendor and Purchaser acknowledge that the Special Conditions take priority over the General Conditions in this Contract of Sale

5. Deposit Money

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

6. Settlement Date

'Settlement Date' means the due date for settlement as set out in the Particulars of Sale of this Contract.

7. Identity of Land

The Purchaser admits that the property as offered for sale and inspected by the Purchaser is identical with that described in the title particulars referred to in the Particulars of Sale. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser.

8. Planning and Restriction as To Use

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all structures and shall not make any claim whatsoever in relation thereto.

The Purchaser acknowledges that by enquiry of the appropriate local authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof. The Purchaser acknowledges that the Vendor gives no warranty as to the use to which the land sold

may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by-law, town planning scheme or interim development order or other enactment or order of the Court the Purchaser shall obtain such consent at the Purchaser's own expense.

9. Condition of Property and Chattels

The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels prior to the day of sale. The Purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the Vendor in regard thereto or arising there from. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements. The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding chattels so as to benefit the Purchaser and or the value of the property.

10. Representations and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. That the Purchaser has made a physical inspection of the property and made its own investigations regarding the improvements including the materials constructed at the Property.

The Purchaser confirms they have made enquiries with the Vendor or the Vendor's Agent as to any Material Facts in relation to the Property before signing this Contract of Sale.

The Purchaser agrees that they have not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and have relied solely on their own examinations, investigations, and due diligence.

If the Section 32 Vendors Statement discloses any notice from the Owners Corporation Certificate and/or a Building Notice in relation to combustible cladding, the Purchaser will not make any claim against the Vendor or require any payment from the Vendor in relation to the Building Notice including any Special Levy raised by the Owners Corporation. No adjustment against the Vendor will be made by the Purchaser against the Price in relation to this Special Condition regardless of the date of the Notice of any Special Levy.

If the Section 32 Vendors Statement contains an Owner Builders Report pursuant to Section 137B of the Building Act 1993, the Purchaser acknowledges that Building Permits or approvals may not have been obtained for those works and the Purchaser will not call upon the Vendor to attend to obtain any statutory approvals for the works and construction referred to in the Owner Builder Report. If sections 137B and 137C of the Building Act 1993 apply to this Contract of Sale, the Purchaser agrees that the Vendor has no liability for any breach that was known or ought reasonably to have been known to the Purchaser to exist at the time the Contract of Sale was entered into.

If the Section 32 Vendors Statement contains advice from a Water Authority that sanitary plumbing works have not been completed, the Purchaser acknowledges receiving this advice and will not call upon the Vendor to have the Water Authority records rectified. The purchaser acknowledges that they are purchasing the property subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

11. Improvements

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's Title. The Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever. The Purchaser shall have no right to call upon the Vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar

document or any copy of any guarantee or insurance policy under any building legislation. The Purchaser must make no objection, claim compensation or delay payment of the balance of settlement monies because of anything in connection with non-issue of building permits and/or completion or inspections by relevant authorities in respect of any improvements herein. The Purchaser specifically acknowledges and is aware that a building permit, final inspection certificate and insurance (if required) of the construction of the verandah was not obtained. A defects inspection report is attached.

The purchaser specifically acknowledges that they are aware that the property may contain infestations, asbestos and/or some of the materials in the building, including any cladding which may be combustible and may require removal or replacement at their cost.

12. Contamination

If the property sold is vacant land, the Purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances. The Purchaser will make no objection, requisition, or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property

13. Swimming Pool – if applicable

In the event that the property includes a swimming pool and/or spa, the Purchaser hereby acknowledges by the signing of this Contract that the swimming pool and/or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with the lack of swimming pool and/or spa fencing or swimming pool and/or spa securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. The Purchaser must comply, at the Purchaser's expense, with the provisions of all current legislation and in particular the provision of barriers to restrict access to the swimming pool or spa within 30 days after the Settlement Date. The Purchaser indemnifies and keeps indemnified the Vendor on or after the day of sale in respect of all orders or requirements under the building regulations. Prior to the signing of this Contract, the Purchaser must complete its own due diligence regarding the swimming pool and/or spa located on the property and must be satisfied that the current legislative requirements are complied with.

14. Solar Panels – if applicable

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the Settlement Date.

15. Smoke Alarms

In the event that the property is not fitted with Smoke Alarms, the Purchaser acknowledges responsibility to comply with the provisions of the Building Regulations 2018. The Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non-compliance with the said Regulation.

16. Notices and Orders

The Purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to current Rates) relating to the property which are made or issued after the date of sale.

17. General Conditions Excluded

General condition 12, 15, 16 and 30 do not apply to this Contract.

18. Services

The Purchaser acknowledges that it is their responsibility to check with the appropriate authorities as to the availability and cost of connection/re-connection of services to the property. The Purchaser further acknowledges that they will be responsible to pay all costs of and incidental to the connection and/or re-

connection of all the services that they may require.

19. Existing Lease

If this property is affected by a lease or this Contract of Sale is Subject to a Lease, the Vendor does not warrant that the lease will be in force at Settlement. The Purchaser is not entitled to any compensation from the Vendor and the Vendor will not be in breach of this Contract if the property is vacant on the settlement date

20. Adjustments

The Statement of Adjustments and all supporting certificates must be prepared on behalf of the Purchaser and provided to the Vendor's representative not less than 5 business days prior to the Settlement Date. Supporting certificates must be dated within 30 days of Settlement Date. Any failure to do so will cause the Purchaser to pay an administration fee to the Vendor's conveyancer of \$220.00 for the delay in receiving the Statement of Adjustments.

21. Reasonably Foreseeable Loss

21.1 If the Purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay on demand:

- (a) interest as herein provided;
- (b) all expenses incurred by the Vendor as a result of such breach;
- (c) the Vendor's Representative's cost of and incidental to the preparation and service of any notice of default; and
- (d) costs and expenses as between Vendor's Representative and own client.

21.2 Without in any way limiting the foregoing the Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the said property on the Settlement Date under this Contract the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay in addition to the interest chargeable on the balance of purchase money, in accordance with the terms of this Contract:

- (a) the cost of obtaining bridging finance to complete the Vendor's purchase (if any) of another property, and interest, charges and other expenses (including legal/conveyancing fees) charged on the bridging finance;
- (b) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property, calculated from the Settlement Date;
- (c) accommodation expenses (if any) necessarily incurred by the Vendor;
- (d) costs and expenses as between Vendor's Representative and client; and penalties and any other expenses payable by the Vendor through any delay in completion of the Vendor's purchase (if any) of another property.

Any amount due to the Vendor under this clause shall be paid by the Purchaser at settlement.

21.3 In the event of a deferral of the Settlement Date resulting from a delay in the Vendor's mortgagee or its authorised agent preparing loan discharge documents or in delivering up Title at settlement or the Vendor's Representative's conduct including without limitation an omission, statement or undertaking, whether or not in writing, the Purchaser shall not make any claim whatsoever for losses and expenses in relation thereto.

22. Default Interest

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of sixteen per centum (16%) per annum shall be paid on demand by the Purchaser to the Vendor on the money overdue. The said interest shall be computed from the Settlement Date for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract of Sale.

23. Costs Payable on Default

If the Purchaser defaults in payment of any money under this Contract, the Purchaser agrees that the

reasonable costs of the first Notice of Default is the sum of \$880.00 including GST and any subsequent Notice of Default the sum of \$550.00 (including GST) prepared and served upon the Purchaser or his representatives.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

24. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendors costs associated with cancellation and or rescheduling of settlement.

Without limiting any other rights of the Vendor, in the event that the Purchaser fails to settle on the Settlement Date or there are any settlement delays as a result of the Purchaser and/or his finance institution or legal representatives' inability to settle on the Settlement Date, or an extension or variation to the Settlement Date is requested by the Purchaser, the Purchaser must pay a re-scheduling fee to the Vendor's conveyancer to be charged in the amount of \$330.00 for each time the Settlement Date is rescheduled for settlement to take place.

25. Nomination

Should the Contract disclose the property as sold to a Named Purchaser "and/or Nominee" (or similar words), the Named Purchaser may, at least 14 days prior to the Settlement Date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.

26. Stamp Duty – Purchaser Buying Unequal Interests

26.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure this Contract correctly records at the day of sale the proportions in which they are buying the property ("the proportions").

| | | |
|-------|-------|---|
| Name: | _____ | % |
| Name: | _____ | % |
| Name: | _____ | % |
| Name: | _____ | % |

TOTAL **100%**

26.2 If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional duty, which may be assessed as a result of the variation.

26.3 The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's Representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in this Contract.

26.4 This Special Condition does not merge on the completion of this Contract or the transfer of the real property supplied.

27. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

28. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign

Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

29. Holiday closure

The Vendor's Representative's office will be closed from 19 December to 9 January inclusive (Closure Period) and will re-open on 12 January. Notwithstanding any other conditions of this Contract, in the event of the Settlement Date being a date during the Closure Period, the parties agree that Settlement Date will be extended to 16 January or any date thereafter as agreed between the parties and/or their representatives.

30. COVID-19 (Coronavirus Disease)

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the COVID-19 virus, then should the Settlement Date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of the quarantine or self-isolation as soon as practicably possible. If settlement is delayed in accordance with this Special Condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

30.1 For the benefit of both parties to this transaction, should either party:

- (a) contract the COVID-19 virus;
- (b) be placed in quarantine or isolation in the property; or
- (c) be directed to quarantine or self-isolate in the property; or
- (d) need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above:

Then the parties agree that the following provisions shall apply:

- (e) the other person cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
 - (f) the party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis;
 - (g) settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
 - (h) if the Vendor is the party seeking the benefit of this clause, they shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;
 - (i) it is an essential term of this Contract that if the Vendor is seeking the benefit of this clause, they shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.
-

GUARANTEE and INDEMNITY

I/We,.....

of
.....

and.....

of
.....

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

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

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

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

this day of 20.....

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

.....
Director (sign)

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

.....
Director (sign)

INFORMATION ONLY



**MASTER
PROPERTY
CONVEYANCING**

VENDOR: LUCIA LATINO DENBIGH (FORMERLY COOPER)

PROPERTY: 2 WILLIAMSBURG WALK, WOLLERT VIC 3750

Vendor Statement

MASTER PROPERTY CONVEYANCING

Corporate One, 84 Hotham Street
PRESTON VIC 3072

Tel: 0413 111 672

Email: anna@masterpropertyconveyancing.com.au

Ref: 25-03-1011-S

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: 2 Williamsburg Walk, Wollert VIC 3750

Vendor: Lucia Latino Denbigh (Formerly Cooper)

_____/_____/20_____
Vendor's signature Date

Vendor:

_____/_____/20_____
Vendor's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

1. FINANCIAL

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

- Are contained in the attached certificate(s) and notice(s).
- Their total does not exceed: \$
- Their amounts are:

| Authority | Amount | Interest (if any) |
|--|--------|-------------------|
| City of Whittlesea Yarra Valley Water | | |

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

- Nil, so far as the vendor(s) are aware.
- As attached

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:-

- Not applicable.
- As attached

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.
- "Additional Vendor Statement" is attached.

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.
- "Additional Vendor Statement" is attached.

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

The Property is not land in the Land Tax Reform Scheme within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 (Vic) ("CIPT Act"). 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 Rate Notice (or Land Information Statement) or the State Revenue Office Property Clearance Certificate. If the Land is in the Land Tax Reform Scheme within the meaning of CIPT Act the entry date will be set out in the State Revenue Office Clearance Certificate attached hereto.

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.
- Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

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. **See Owner Builder Defects Report regarding verandah**

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s (if any).

Is as follows:

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

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

In the attached copies of title document/s.

As follows:

3.2 **Road Access**

There is:

access to the property by road

NO access to the property by road

3.3 **Designated Bushfire Prone Area**

The land:

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

Attached is a report with the required specified information.

The Planning Scheme information required to be provided is as follows:

Name of planning scheme: City of Whittlesea

Name of responsible authority: City of Whittlesea

Zoning of the land:

Name of planning overlay:

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:

- None to the Vendor's knowledge. The Vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the Vendor by the relevant public authority or government department.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.2 **Agricultural Chemicals**

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

- None to the Vendor's knowledge.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.3 **Compulsory Acquisition**

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

- None to the Vendor's knowledge.
- Are contained in the attached certificates and/or statements.
- Are as follows:

5. BUILDING PERMITS

5.1 **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):

- None to the Vendor's knowledge.
- Are contained in the attached certificates and/or statements. **Refer to Owner Builder Defects Report and Special Condition 11 non-issue of building permit for verandah**
- Are as follows:

6. OWNERS CORPORATION

6.1 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.
- Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
- Attached is the information prescribed for the purposes of section 151(4)(a) of the Owners Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement
 The land IS to be transferred under the agreement
- (b) The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
 The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) The land is NOT land in respect of which a GAIC is imposed
 The land IS land in respect of which a GAIC is imposed

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

- Any certificate of release from liability to pay a GAIC
- Any certificate of deferral of the liability to pay the whole or part of a GAIC
- Any certificate of exemption from liability to pay a GAIC
- Any certificate of staged payment approval
- Any certificate of no GAIC liability
- Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

8. **SERVICES**

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

9. **TITLE**

9.1 Attached are copies of the following **title documents**:

- 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.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. **SUBDIVISION**

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 **Unregistered Subdivision**

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

- Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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.

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

The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-

attached.

as follows:

The proposals relating to subsequent stages that are known to the vendor are:

attached.

as follows:

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

attached.

as follows:

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.

Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. **DISCLOSURE OF ENERGY INFORMATION**

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

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

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

Are contained in the attached building energy efficiency certificate.

Are as follows:

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.

Is not attached.

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

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

VOLUME 12183 FOLIO 110

Security no : 124127484137P
Produced 26/08/2025 01:34 PM

LAND DESCRIPTION

Lot 3132 on Plan of Subdivision 817675M.
PARENT TITLE Volume 12075 Folio 719
Created by instrument PS817675M 24/01/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LUCIA COOPER of 2 WILLIAMSBURG WALK WOLLERT VIC 3750
AT733491C 30/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT733492A 30/10/2020
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AK704499C 08/11/2013

COVENANT PS817675M 24/01/2020

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

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

DIAGRAM LOCATION

SEE PS817675M 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: 2 WILLIAMSBURG WALK WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

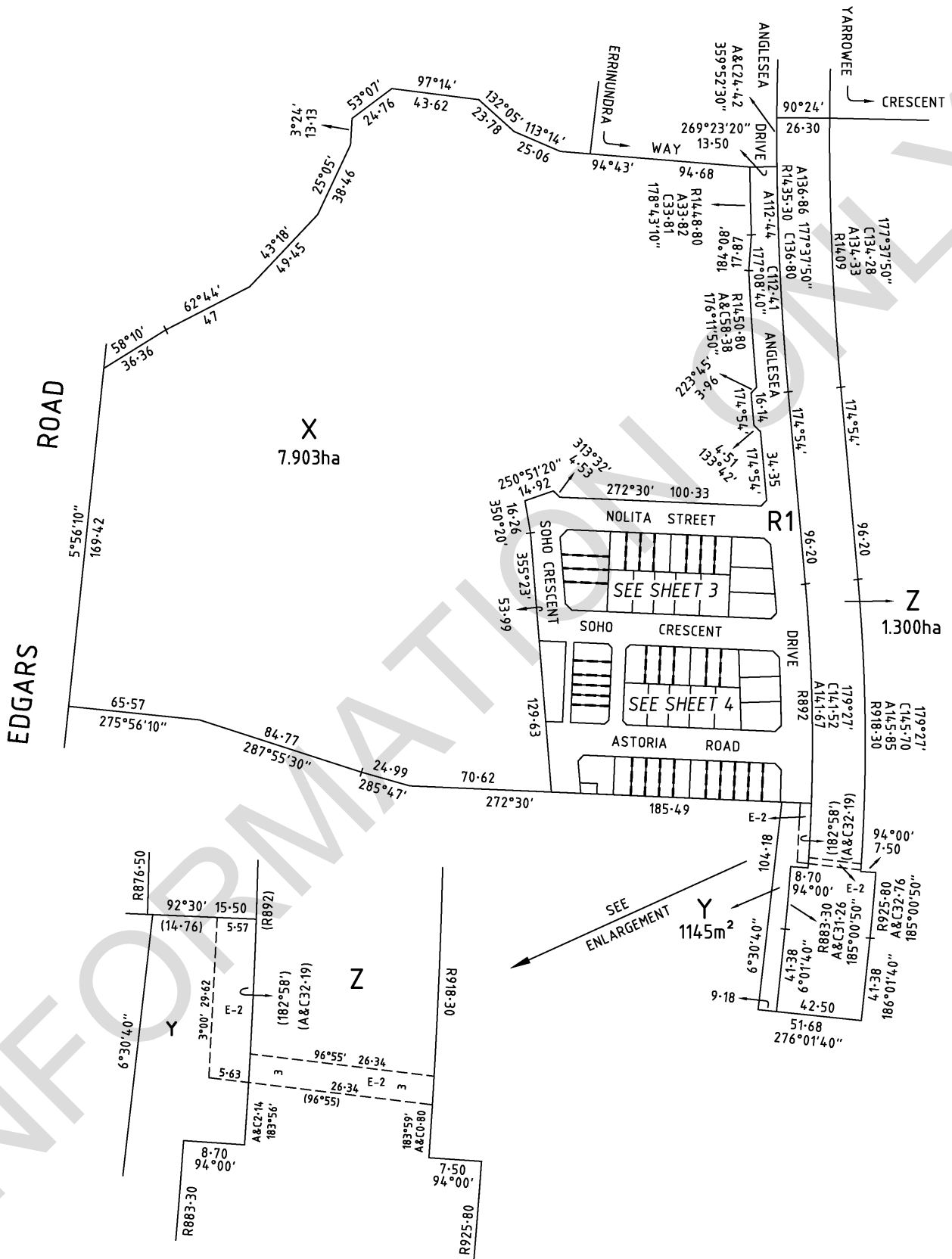
eCT Control 18601V BANKWEST
Effective from 30/10/2020

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

| PLAN OF SUBDIVISION | | EDITION 1 | PS817675M | | | | | | | | | | |
|--|-------------------------------------|---|------------------|--|---------------|-------------------------------------|---------------|-------------------------|---------------|-------------------------|--|--|--|
| LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: — SECTION: 13 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: — TITLE REFERENCE: VOL. 12075 FOL. 719 LAST PLAN REFERENCE: PS744137W (LOT E) POSTAL ADDRESS: 990B EDGARS ROAD (at time of subdivision) WOLLERT 3750 MGA CO-ORDINATES: E: 324 230 ZONE: 55 (of approx centre of land N: 5834 890 GDA 94 in plan) | | Council Name: Whittlesea City Council Council Reference Number: 609740 Planning Permit Reference: 716352 SPEAR Reference Number: S119874C Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 03/09/2018 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: Carolyn Joy Leatham for Whittlesea City Council on 13/01/2020 Statement of Compliance issued: 14/01/2020 | | | | | | | | | | | |
| VESTING OF ROADS AND/OR RESERVES | | NOTATIONS | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">IDENTIFIER</th> <th style="text-align: left;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td>ROAD R1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 1</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> <tr> <td>RESERVE No. 2</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No. 3</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> </table> | IDENTIFIER | COUNCIL/BODY/PERSON | ROAD R1 | WHITTLESEA CITY COUNCIL | RESERVE No. 1 | AUSNET ELECTRICITY SERVICES PTY LTD | RESERVE No. 2 | WHITTLESEA CITY COUNCIL | RESERVE No. 3 | WHITTLESEA CITY COUNCIL | LOTS 1 TO 3100 (BOTH INCLUSIVE), 3133 & 3136 HAVE BEEN OMITTED FROM THIS PLAN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5. | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | | | | | | | | | | | |
| ROAD R1 | WHITTLESEA CITY COUNCIL | | | | | | | | | | | | |
| RESERVE No. 1 | AUSNET ELECTRICITY SERVICES PTY LTD | | | | | | | | | | | | |
| RESERVE No. 2 | WHITTLESEA CITY COUNCIL | | | | | | | | | | | | |
| RESERVE No. 3 | WHITTLESEA CITY COUNCIL | | | | | | | | | | | | |
| NOTATIONS | | DEPTH LIMITATION: 15.24m APPLIES This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. 716352 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 21, 38, 40, 48, 588 In Proclaimed Survey Area No. — Estate: Aurora Phase No.: 31A No. of Lots: 50 + Lots A, B, X, Y & Z PHASE AREA: 2.176ha | | | | | | | | | | | |
| NOTATIONS | | | | | | | | | | | | | |
| DEPTH LIMITATION: 15.24m APPLIES | | | | | | | | | | | | | |
| EASEMENT INFORMATION | | | | | | | | | | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | | | | | | | | | | |
| EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS A, B, 3101 TO 3111 (BOTH INCLUSIVE), 3120 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3145 TO 3152 (BOTH INCLUSIVE) EASEMENTS AND RIGHTS IMPLIED UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 FOR SUPPORT PURPOSES THROUGH A RETAINING WALL AFFECT THE LAND IN THIS PLAN EXCEPT LOT X. | | | | | | | | | | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of | | | | | | | | | |
| E-1 | PARTY WALL | 0.15 | THIS PLAN | RELEVANT ABUTTING LOTS ON THIS PLAN | | | | | | | | | |
| E-2 | SEWERAGE | SEE DIAG. | THIS PLAN | YARRA VALLEY WATER CORPORATION | | | | | | | | | |
| E-2 | DRAINAGE | SEE DIAG. | THIS PLAN | WHITTLESEA CITY COUNCIL | | | | | | | | | |
| Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au | | SURVEYORS FILE REF: 1601251/31A 1601251-31A-PS-V4+LR.DWG Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (4), 10/12/2019, SPEAR Ref: S119874C | | ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 PLAN REGISTERED TIME: 12.28 PM DATE: 24/01/2020 RHills Assistant Registrar of Titles | | | | | | | | | |

PS817675M



ENLARGEMENT
NOT TO SCALE



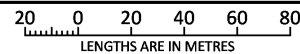
Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

www.beveridgewilliams.com.au

SURVEYORS REF
1601251/31A

SCALE
1 : 2000

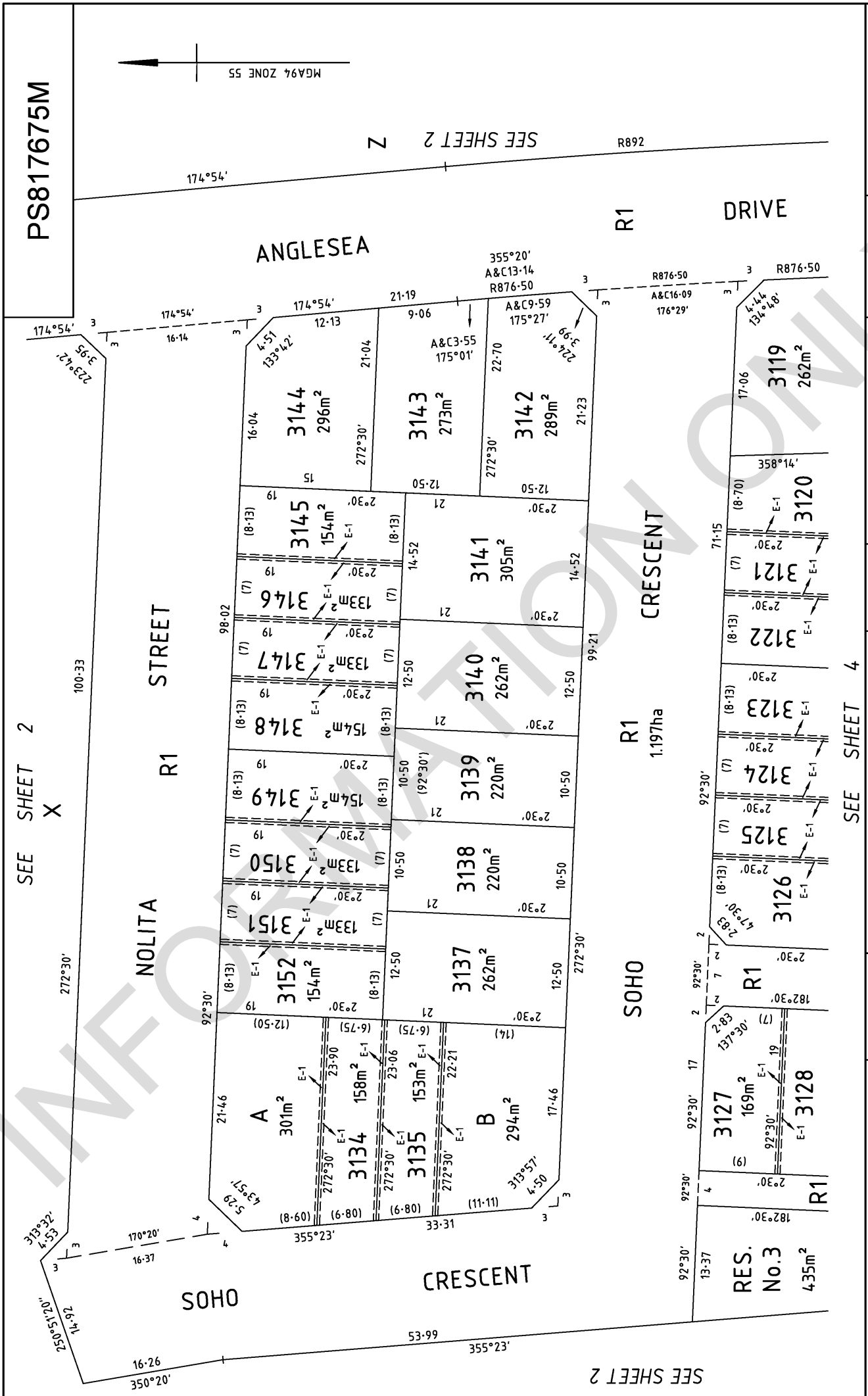


ORIGINAL SHEET
SIZE: A3

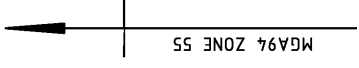
SHEET 2

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,
Surveyor's Plan Version (4),
10/12/2019, SPEAR Ref: S119874C

Digitally signed by:
Whittlesea City Council,
13/01/2020,
SPEAR Ref: S119874C



PS817675M

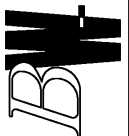


SEE SHEET 2
X

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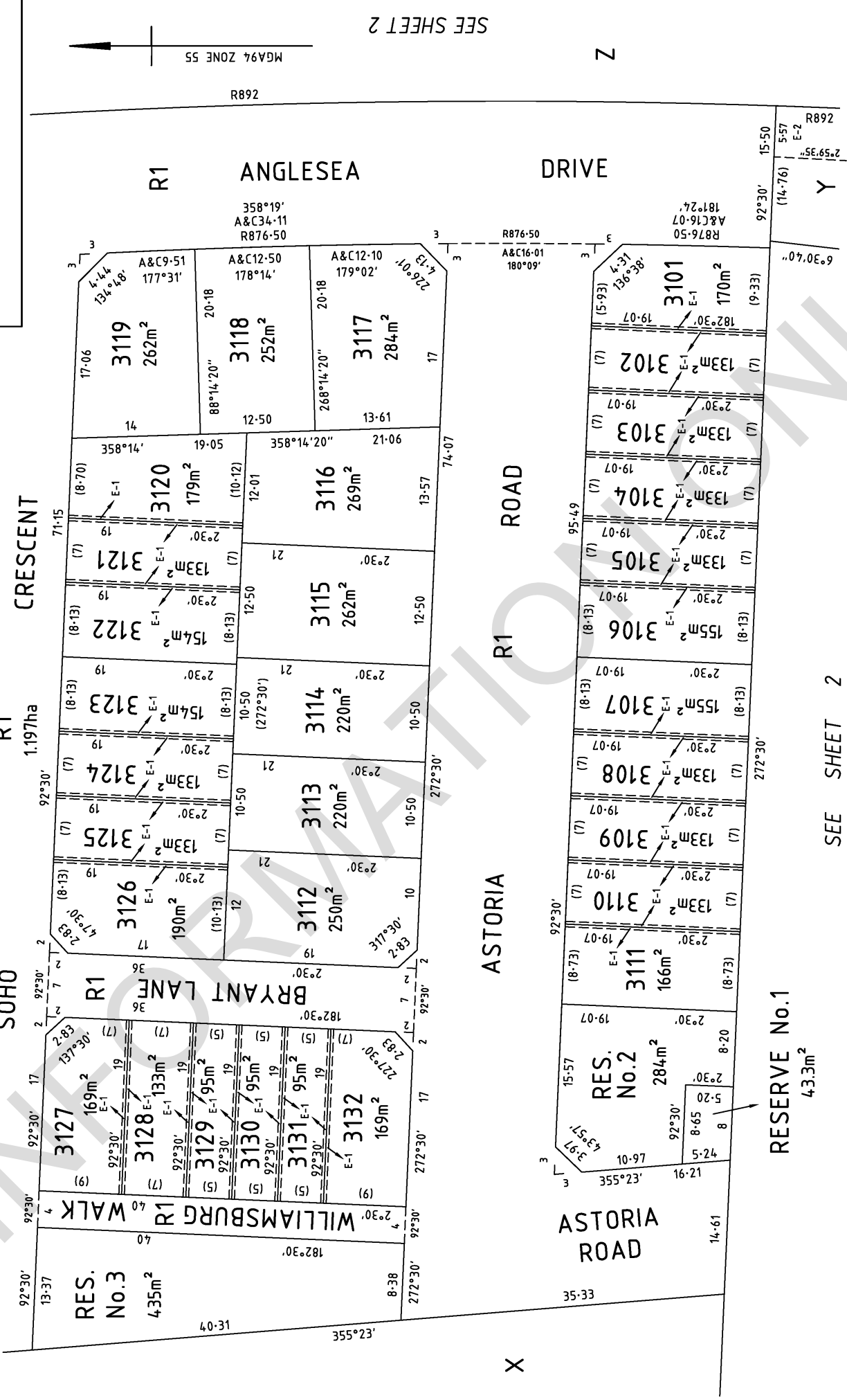
SEE SHEET 4


| | | | | | |
|---|--|--------------------------|--|--------------------------------|----------------|
|  <p>Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au</p> | <p>SURVEYORS REFERENCE 1601251/31A</p> | <p>SCALE 1 : 400</p> | <p>LENGTHS ARE IN METRES 4 0 4 8 12 16</p> | <p>ORIGINAL SHEET SIZE: A3</p> | <p>SHEET 3</p> |
| | <p>Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (4), 10/12/2019, SPEAR Ref: S119874C</p> <p>Digitally signed by: Whittlesea City Council, 13/01/2020, SPEAR Ref: S119874C</p> | | | | |

PS817675M

SEE SHEET 3

SEE SHEET 2



| | | | | | |
|---|---|-------------------------|--|----------------------------|---------|
|  Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au | SURVEYORS REFERENCE 1601251/31A | SCALE 1 : 400 | LENGTHS ARE IN METRES 4 0 4 8 12 16 | ORIGINAL SHEET SIZE: A3 | SHEET 4 |
| | Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (4), 10/12/2019, SPEAR Ref: S119874C Digitally signed by: Whittlesea City Council, 13/01/2020, SPEAR Ref: S119874C | | | | |

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION 'A'**

PS817675M

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

LAND TO BE BURDENED: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED AND SITED IN ACCORDANCE WITH THE MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA5791

EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30/06/2030.

CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

LAND TO BE BURDENED: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

1. BUILD MORE THAN ONE DWELLING ON THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE COMMUNITIES (AUSTRALIA) LIMITED ACN 000 966 085 ("LEND LEASE").
2. SUBDIVIDE THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
3. BUILD OR CAUSE TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT OR CAUSE TO BE CARRIED OUT ANY BUILDING, CONSTRUCTION OR LANDSCAPE WORKS ON THE BURDENED LOT UNLESS THE PLANS FOR THE BUILDING OR OTHER IMPROVEMENTS (INCLUDING LANDSCAPE WORKS) AND A SCHEDULE OF COLOURS AND MATERIALS HAVE BEEN APPROVED BY THE DESIGN ASSESSMENT PANEL (BEING LEND LEASE OR THE PERSON, ENTITY OR GROUP WHO ARE FROM TIME TO TIME NOMINATED BY LEND LEASE TO ACT AS THE DESIGN ASSESSMENT PANEL) AND COMPLY WITH THE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME.
A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at <http://www.auroravic.com.au>
4. CARRY OUT ANY SITEWORKS, EXCAVATION, FILLING OR CONSTRUCT ANY FENCING OR RETAINING WALLS ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
5. DELAY OR PERMIT TO BE DELAYED THE COMMENCEMENT OR COMPLETION OF ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE IN ACCORDANCE WITH THE TIMEFRAMES STIPULATED IN THE DESIGN GUIDELINES.
6. VARY OR ALLOW ANY VARIATION TO ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE.
7. ERECT, DISPLAY OR EXHIBIT OR ALLOW TO BE ERECTED, DISPLAYED OR EXHIBITED OR TO REMAIN ERECTED, DISPLAYED OR EXHIBITED ANY ADVERTISING SIGNAGE ADVERTISING THE LOT FOR SALE WITHOUT THE WRITTEN CONSENT OF LEND LEASE.
8. CONSTRUCT OR PERMIT ANY CONSTRUCTION WORKS ON THE BURDENED LOT WITHOUT ENSURING THAT ALL EXISTING TREES AND VEGETATION ON THE LAND AREA PRESERVED WHERE POSSIBLE, INCLUDING WITHOUT LIMITATION, NOT LAYING ANY TRENCHING IN THE ROOT ZONES OR BENEATH TREE CANOPIES.
9. LAY ANY ROUTES FOR SERVICES SO AS TO DISTURB ANY TREE LOCATED WITHIN THE BURDENED LOT.

EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30/06/2030.

CREATION OF RESTRICTION 'C'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: RESERVE No.2

LAND TO BE BURDENED: LOT 3111

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT:

- (i) REMOVE OR IN ANY WAY DAMAGE ANY PART OF THE FENCE ABUTTING OPEN SPACE OR TREE RESERVES WHICH HAS BEEN BUILT OR INSTALLED WITHIN THE BURDENED LAND;
- (ii) ALLOW ANY SUCH FENCE TO FALL INTO A STATE OF NEGLECT OR DISREPAIR AT ANY TIME (EXCLUDING THE REMOVAL OF GRAFFITI) OR WHERE DAMAGE TO THE FENCE IS CAUSED BY THE COUNCIL OR IT'S REPRESENTATIVES).



Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

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1601251/31A

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Surveyor's Plan Version (4),
10/12/2019, SPEAR Ref: S119874C

ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by:
Whittlesea City Council,
13/01/2020,
SPEAR Ref: S119874C

K

Application to record covenant

Section 88(1) Transfer of Land Act 1958

WITHDRAWN
11 SEP 2013
[Signature]

AK514426Q
AK704499C
08/11/2013 \$75.30 88E


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

Name: ~~Attn: Reagan Thackwray~~ LGA: LW: 202 3581

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

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

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

Customer Code: ~~7810~~ 1091M

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

Burdened land: *(full land description including volume and folio)*
All the land contained in certificate of title volume 11429 folio 613

Applicant: *(full name and address including postcode)*
Urban Renewal Authority Victoria, 710 Collins Street, Docklands VIC 3000, Attention: Chief Executive Officer

Benefited land: *(full land description including volume and folio)*
All the land contained in certificate of title volume 11429 765

Covenant: *(describe the Instrument creating covenant)*
Deed of Restrictive Covenant between the Urban Renewal Authority Victoria (as vendor) and Coles Group Property Developments Limited (as purchaser) dated

Date: *5 August, 2013*

Signature of applicant

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

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

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

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

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08/11/2013 \$75.30 88E


~~AK514426Q~~

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09/11/2013

\$75.30

88E



Deed of Restrictive Covenant

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

Urban Renewal Authority Victoria (**Vendor**)

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

MinterEllison

LAWYERS

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Deed of Restrictive Covenant

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

| | |
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Information table

Date 5 August 2013

Parties

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

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

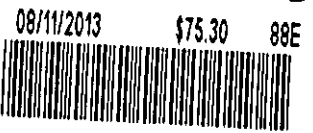
Items

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

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

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

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Background

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

Agreed terms

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1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Board means the Coles Divisional board.

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

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

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

in accordance with the Contract.

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

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

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

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

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

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

Practical Completion has the meaning given in the Contract.

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

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

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

1.2 Interpretation

In this deed, unless the contrary intention appears:

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



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

1.3 Governing law

The law of the Victoria governs this deed.

2. Restrictive Covenant

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

3. Removal of Restrictive Covenant

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

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

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

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 08/11/2013
 \$75.30
 88E



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

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

4. Goods and Services Tax

4.1 Consideration is GST exclusive

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

4.2 Gross up of consideration

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

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

4.3 Reimbursements (net down)

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

4.4 Tax invoices

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

4.5 Adjustments

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

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

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



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

5. Costs, duty and fees

5.1 Costs

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

5.2 Duty and fees

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

6. General

6.1 Severance of invalid and other provisions

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

6.2 Waiver and variation

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

6.3 Further assurances

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

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

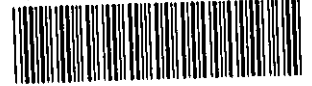
6.4 Counterparts

This deed may consist of a number of counterparts.



AK704499C

08/11/2013 \$75.30 88E



Signing page

EXECUTED as a deed.

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

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



Signature of

DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER

Name of (print)

← *Peter Armstrong*
Peter Armstrong
General Manager

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

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

← *G*
Signature of attorney
Director, Property
Class 'A' Attorney.

Signature of witness

Jamie Trevor Bolic
JAMIE TREVOR BOLIC
An Australian Legal Practitioner
within the meaning of the Legal
Practice Act 2004

Name of witness (print)

← **GREGORY ROBERT CHUBB**
Name of attorney (print)



Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P

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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".

Handwritten notes:
of lot 1 on PS 51823EM
being part of lots 1 & 2 on PS 51823EM
cross
being part

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: *[Signature]*

2

Name of officer:

DAVID TURNBULL

Office held:

CEO

Date:

14/3/08

AF771740P

10/04/2008 \$187

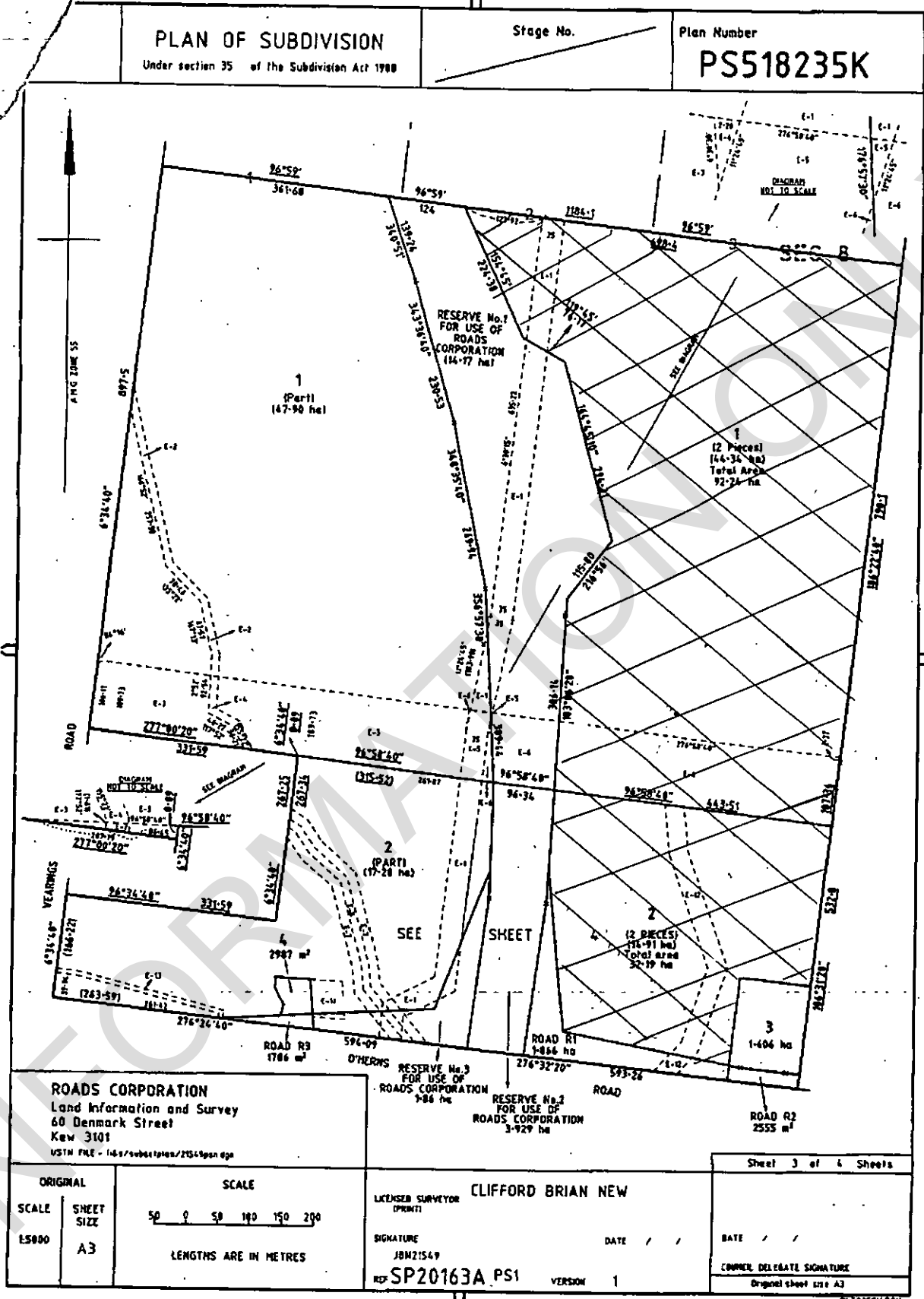
173



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
 USTIN FILE - 1461706810101/2154open.dwg

RESERVE No. 1 FOR USE OF ROADS CORPORATION
 14.77 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 / /

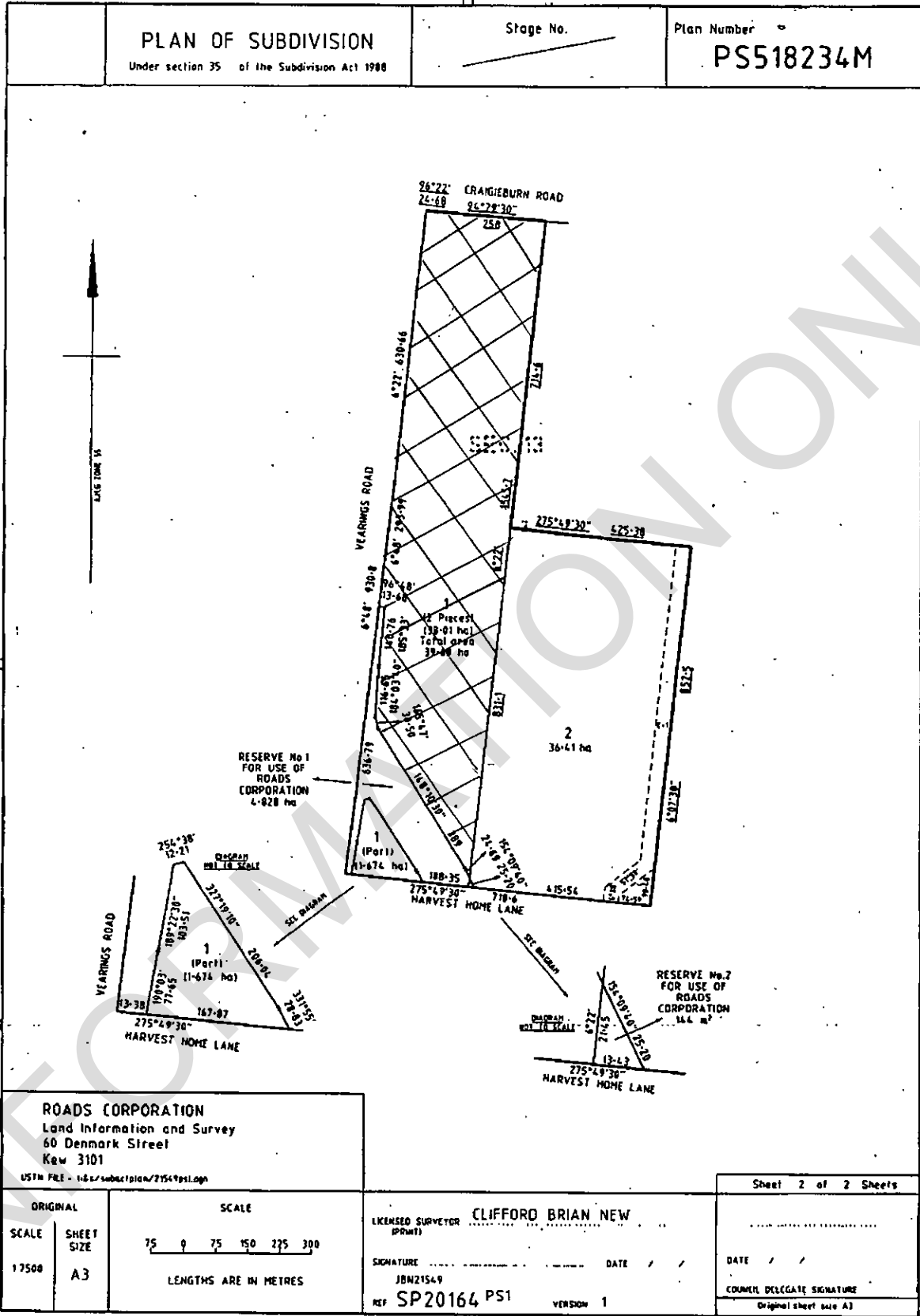
COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

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"B"



AF771740P
 10/04/2008 \$187 173

"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 line 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

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coomes consulting

Coomes Consulting Group Pty Ltd
 coonsurf@coomes.com.au coomes.com.au
 24 Albert Road PO Box 305 South Melbourne Victoria 3205
 T 81 3 8983 7888 F 01 3 8983 7859

| | | | |
|------------------------------------|--|---|---|
| SCALE LENGTHS ARE IN METRES | ORIGINAL SCALE SHEET SIZE 1:10000 A3 | LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy SIGNATURE REF: 3604-24 DATE 23/5/2008 VERSION 3 <small>FILE NAME: 260197.dwg FILE LOCATION: P:\PROJECTS\Subdivisions\2601-43\work\3604-SUBDIVISION.DWG LAYOUT NAME: Layout1 SAVE DATE: Thu, 07 May 2008 - 16:32:48:11 SAVED BY:</small> | Sheet 1 of 1 Sheets DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 |
|------------------------------------|--|---|---|



Maddocks

Date **2 Nov 2007**

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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

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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

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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.



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

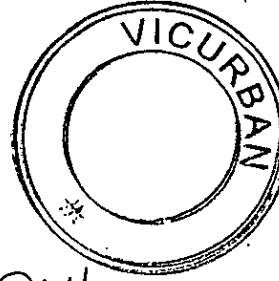
The Official Seal of VICURBAN is affixed in accordance with the Victorian Urban Development Authority Act 2003 in the presence of:


.....

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 ~ 9497.458
- 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.

INFORMATION ONLY

Schedule 3

Specifications for Non-Road Projects

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

AF771740P



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



VINCENT LAU



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

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF

U/1

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



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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 |
|--|---|------|--|--|------------|

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

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

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

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

CLIENT: VicUrban

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

| | | | | | |
|---|-------|---|--|----|---------------------|
| SUB-TOTAL | | | | | \$ 944,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 47,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 20,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 25,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 114,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |
| ANTICIPATED TOTAL PROJECT COST (Excluding GST) | | | | | \$ 1,150,000 |
| (Fixed Price Contract - November 2005) | | | | | |

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

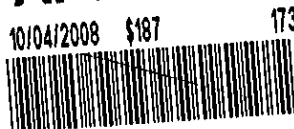
CLIENT: VicUrban

| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|---|------|----------|-----------|-----------|
| | Football / Cricket Pavillon (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)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P

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
 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

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

| | | | | | |
|--|-------|---|--|--|-------------------|
| SUB-TOTAL | | | | | \$ 689,000 |
| PRELIMINARIES (Included Above) | - | % | | | \$ - |
| DESIGN VARIABLE | 5.00 | % | | | \$ 34,000 |
| COST ESCALATION TO TENDER | - | % | | | \$ - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | | \$ 14,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | | \$ 18,000 |
| PROFESSIONAL FEES | 11.00 | % | | | \$ 85,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | | \$ - |

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

(Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

| | | | | | |
|--|-------|---|--|----|-------------------|
| SUB-TOTAL | | | | | \$ 353,000 |
| PRELIMINARIES (Included Above) | - | % | | \$ | - |
| DESIGN VARIABLE | 5.00 | % | | \$ | 18,000 |
| COST ESCALATION TO TENDER | - | % | | \$ | - |
| COST ESCALATION DURING CONSTRUCTION | 2.00 | % | | \$ | 7,000 |
| CONTRACT CONTINGENCY | 2.50 | % | | \$ | 9,000 |
| PROFESSIONAL FEES | 11.00 | % | | \$ | 43,000 |
| LOOSE FURNITURE & EQUIPMENT (Excluded) | ITEM | | | \$ | - |

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173



AF771740P

10/04/2008 \$187 173



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)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **320,000**

(Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

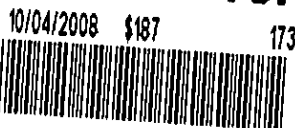
SUB-TOTAL \$ **821,000**

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

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

(Fixed Price Contract - November 2005)

AF771740P





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 |

AF771740P

10/04/2009 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,670,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 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

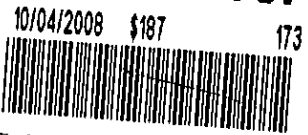
| ELEM | DESCRIPTION | UNIT | QUANTITY | RATE (\$) | COST (\$) |
|------|--|------|----------|-----------|-----------|
| | Core CAC: Generated by Neighbourhood Demand | | | | |
| | Entry | | | | |
| | Entry (FECA) | M2 | 35 | 1,700 | 59,500 |
| | Coordinators storage (FECA) | M2 | 6 | 1,100 | 6,600 |
| | 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.

Created at 15 September 2025 02:38 PM

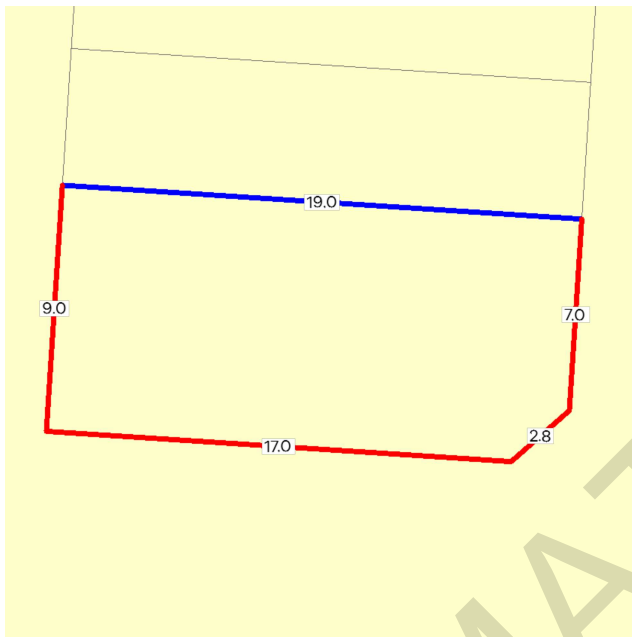
PROPERTY DETAILS

Address: **2 WILLIAMSBURG WALK WOLLERT 3750**
Lot and Plan Number: **Lot 3132 PS817675**
Standard Parcel Identifier (SPI): **3132\PS817675**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1097377**
Directory Reference: **Melway 181 H2**

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: 169 sq. m

Perimeter: 55 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.

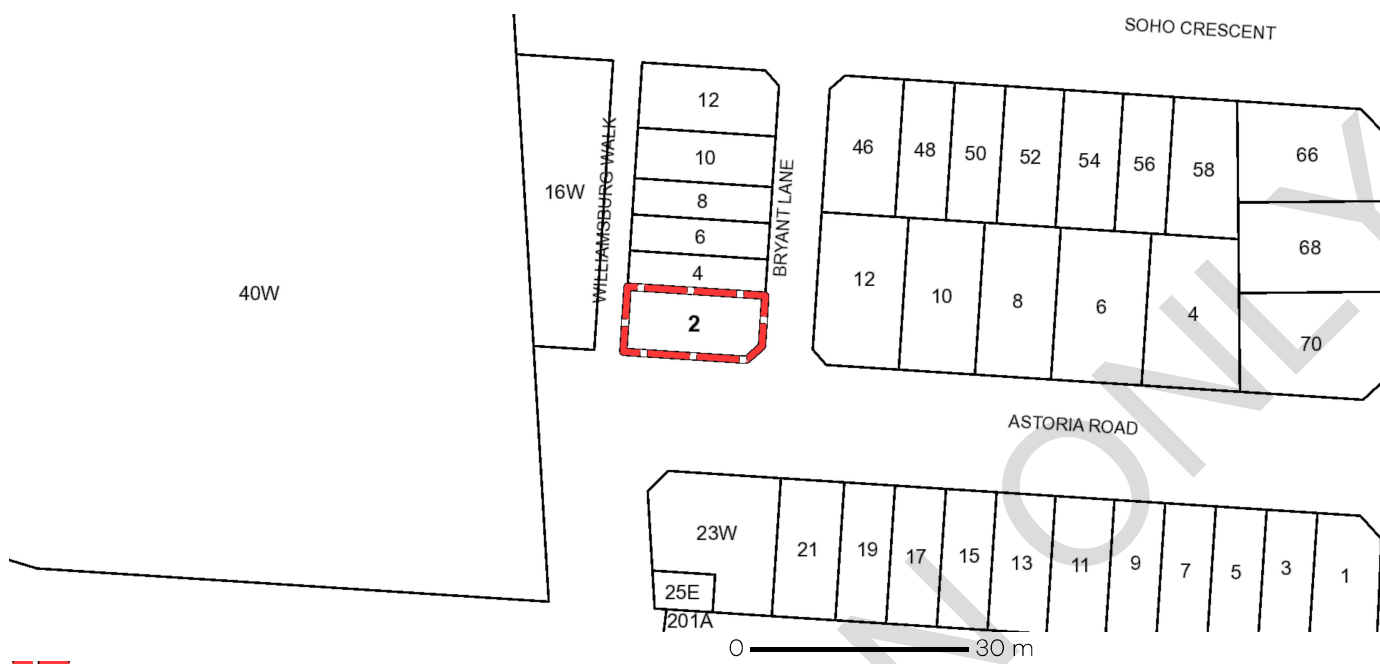
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



 Selected Property

INFORMATION

From www.planning.vic.gov.au at 15 September 2025 02:39 PM

PROPERTY DETAILS

Address: **2 WILLIAMSBURG WALK WOLLERT 3750**
 Lot and Plan Number: **Lot 3132 PS817675**
 Standard Parcel Identifier (SPI): **3132\PS817675**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1097377**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 H2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

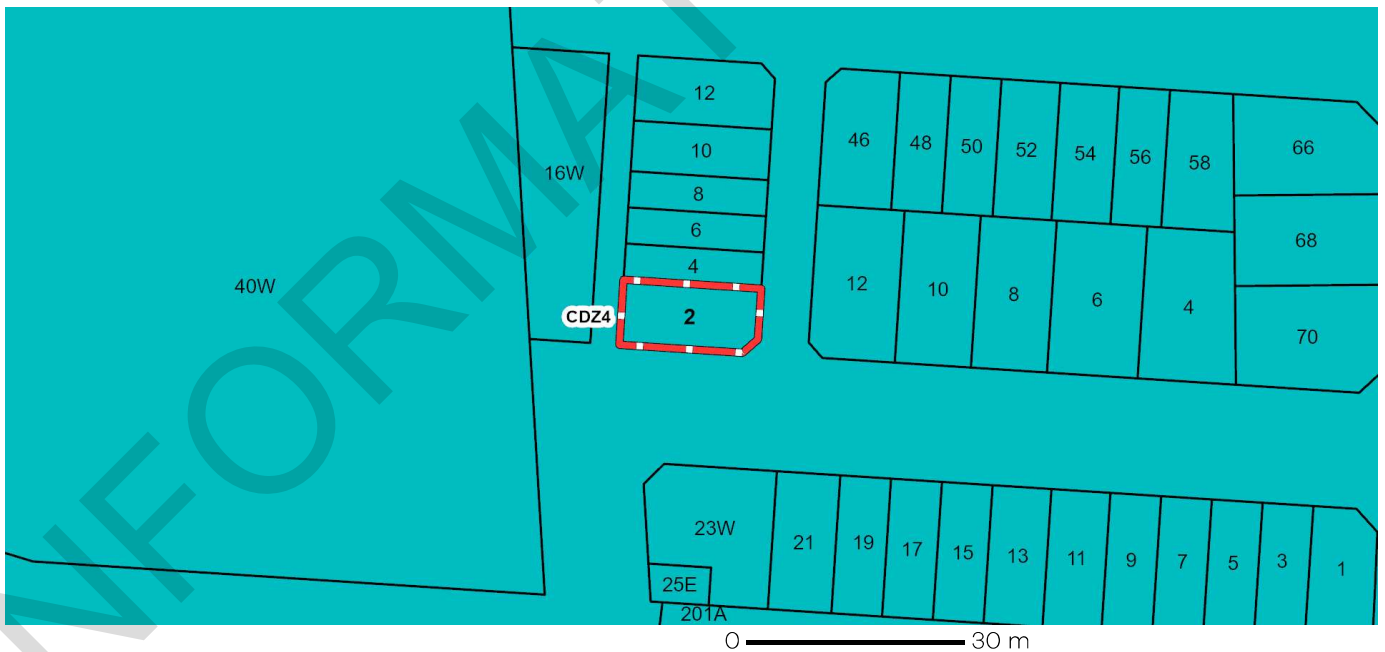
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)

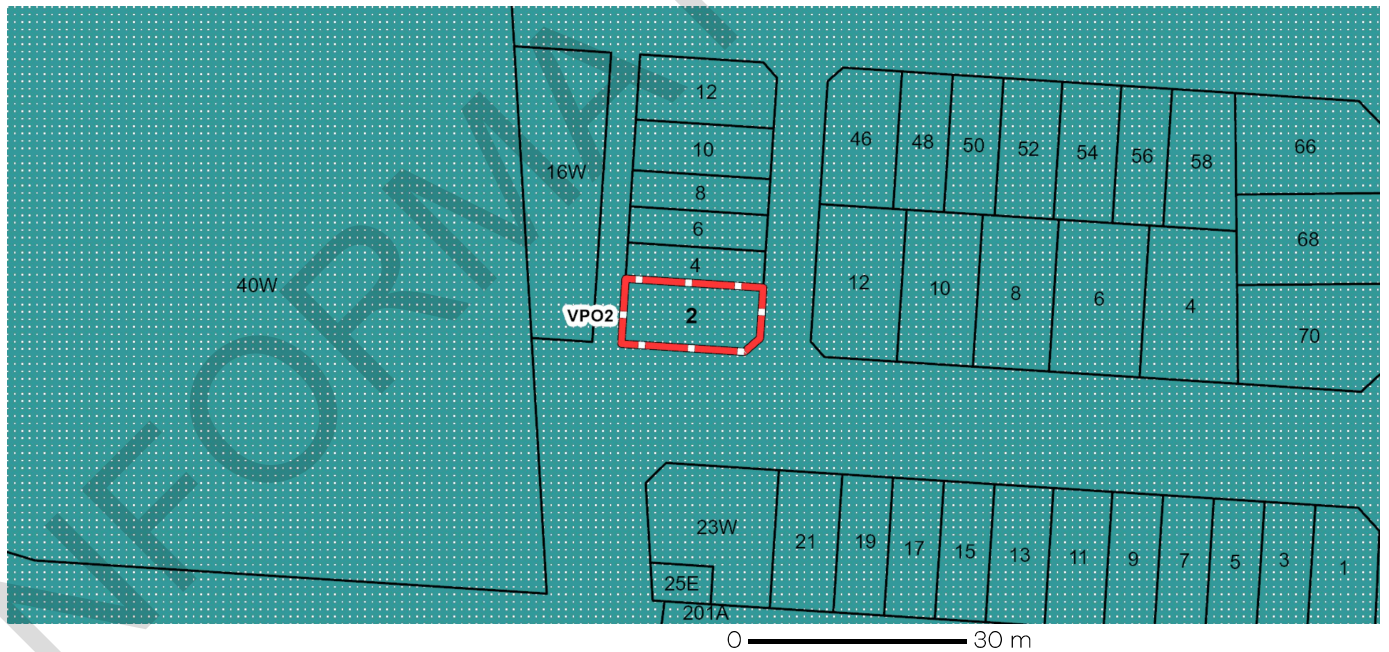


 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

Further Planning Information

Planning scheme data last updated on 28 August 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/>

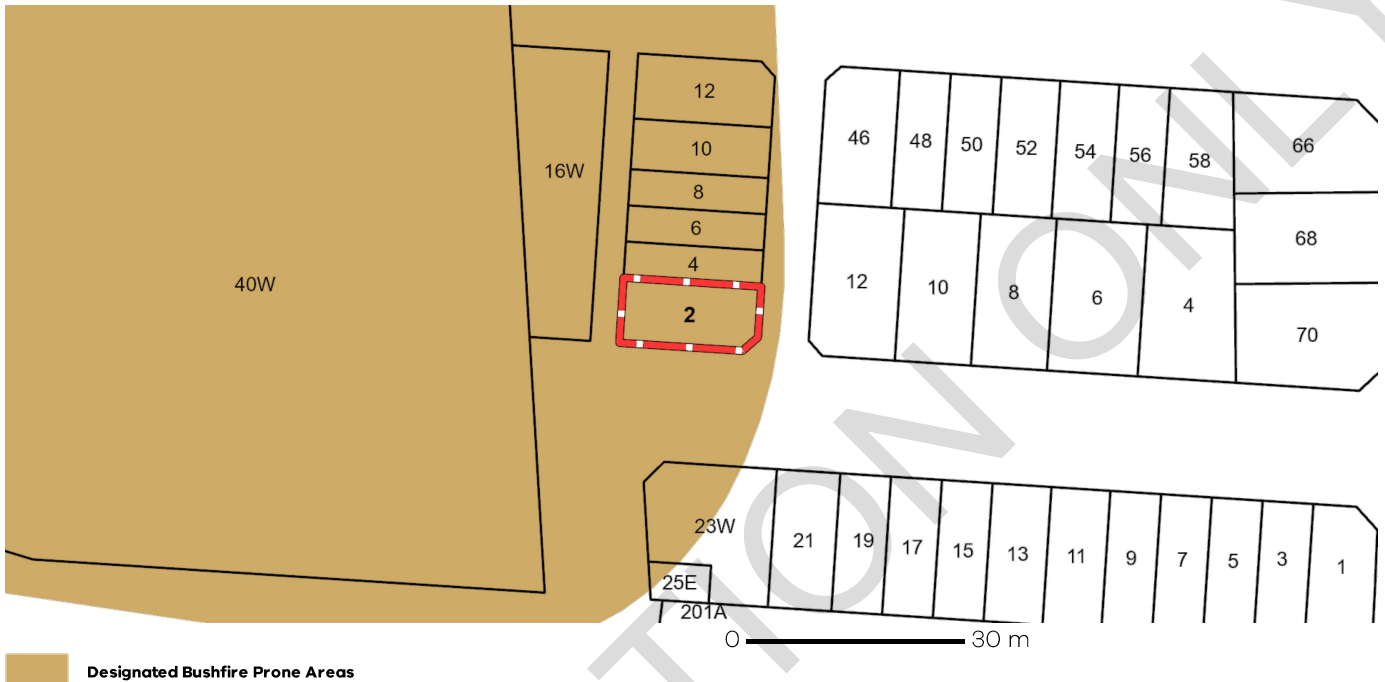
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anna Maria Zagami
Level 1, Suite 105c 84 Hotham St
PRESTON 3072

Client Reference: 25-03-1011-S

NO PROPOSALS. As at the 26th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

2 WILLIAMSBURG WALK, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 26th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 2 WILLIAMSBURG WALK
SUBURB: WOLLERT
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 181 Reference H2
DATE OF SEARCH: 26th August 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Property Clearance Certificate

Land Tax



ANNA MARIA ZAGAMI

| | |
|------------------------|-----------------------------|
| Your Reference: | LD:77889579-011-4.25-03-101 |
| Certificate No: | 92925882 |
| Issue Date: | 26 AUG 2025 |
| Enquiries: | ESYSPROD |

Land Address: 2 WILLIAMSBURG WALK WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 46928434 | 3132 | 817675 | 12183 | 110 | \$0.00 |

Vendor: LUCIA COOPER
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|------------------|-------------------------|------------------|------------------|--------|
| MRS LUCIA COOPER | 2025 | \$200,000 | \$0.00 | \$0.00 |


Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

| | |
|---|---------------|
| CAPITAL IMPROVED VALUE (CIV): | \$490,000 |
| SITE VALUE (SV): | \$200,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$0.00 |

Notes to Certificate - Land Tax

Certificate No: 92925882

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$200,000

Calculated as \$975 plus (\$200,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,900.00

Taxable Value = \$490,000

Calculated as \$490,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 92925882

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: 92925882

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



ANNA MARIA ZAGAMI

| | |
|------------------------|--------------------------------|
| Your Reference: | LD:77889579-011-4.25-03-1011-S |
| Certificate No: | 92925882 |
| Issue Date: | 26 AUG 2025 |
| Enquires: | ESYSPROD |

Land Address: 2 WILLIAMSBURG WALK WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 46928434 | 3132 | 817675 | 12183 | 110 | \$0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|-------|---------------------------|----------------|-------------------------------------|--|
| 120.4 | N/A | N/A | N/A | The AVPCC allocated to the land is not a qualifying use. |

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

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------------|-----------|
| CAPITAL IMPROVED VALUE: | \$490,000 |
| SITE VALUE: | \$200,000 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92925882

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



ANNA MARIA ZAGAMI

Your Reference: LD:77889579-011-4.25-03-1011-S
Certificate No: 92925882
Issue Date: 26 AUG 2025

Land Address: 2 WILLIAMSBURG WALK WOLLERT VIC 3750

| Lot | Plan | Volume | Folio |
|------|--------|--------|-------|
| 3132 | 817675 | 12183 | 110 |

Vendor: LUCIA COOPER
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 92925882

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: 92925882

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: 92925882

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.

Date of issue
28/08/2025

Assessment No.
1097377

Certificate No.
175672

Your reference
77889579-015-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 2 Williamsburg Walk WOLLERT 3750

Description: LOT: 3132 PS: 817675M

AVPCC: 120.4 Townhouse

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2025 | 1 July 2025 | \$500,000 | \$195,000 | \$25,000 |

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

1. Rates, charges and other monies:

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

Rates & charges

| | |
|---|-------------------|
| General rate levied on 01/07/2025 | \$1,182.17 |
| ESVF Fixed charge (Res) levied on 01/07/2025 | \$136.00 |
| ESVF Variable Levy (Res) levied on 01/07/2025 | \$86.50 |
| Waste Service Charge (Res/Rural) levied on 01/07/2025 | \$208.80 |
| Waste Landfill Levy Res/Rural levied on 01/07/2025 | \$105.85 |
| Arrears to 30/06/2025 | \$394.08 |
| Interest to 28/08/2025 | \$0.00 |
| Other adjustments | \$0.00 |
| Less Concessions | \$0.00 |
| Sustainable land management rebate | \$0.00 |
| Payments | -\$394.08 |
| Balance of rates & charges due: | \$1,719.32 |

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,719.32**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1097377**



Phone 1300 301 185
Ref **1097377**



Billers Code **5157**
Ref **1097377**

15th September 2025

MASTER PROPERTY CONVEYANCING.

Dear MASTER PROPERTY CONVEYANCING.,

RE: Application for Water Information Statement

| | |
|------------------------------------|----------------------------------|
| Property Address: | 2 WILLIAMSBURG WALK WOLLERT 3750 |
| Applicant | MASTER PROPERTY CONVEYANCING. |
| Information Statement | 30973056 |
| Conveyancing Account Number | 8036517972 |
| Your Reference | |

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|----------------------------------|
| Property Address | 2 WILLIAMSBURG WALK WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is 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 | 2 WILLIAMSBURG WALK WOLLERT 3750 |
|------------------|----------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30973056**

| | |
|----------------|----------------------------------|
| Address | 2 WILLIAMSBURG WALK WOLLERT 3750 |
| Date | 15/09/2025 |
| 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;

21st January 2020

Application ID: 433943

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

| Product | Qty |
|---|------------|
| 20mm Potable Pressure Limiting Valve (PLV) | 1 |
| Recycled Water Audit Fee (Includes GST) | 1 |
| New Estate Connect-Combo DW & RW (incl meters w/lock) | 1 |
| 20mm Recycled Pressure Limiting Valve (PLV) | 1 |

Sewer

Connection Or Disconnection Details

| Sewer Connection Description | PSP Number |
|-------------------------------------|-------------------|
| Water & Sewer Connection | 1473467 |

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

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

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service

must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

| Checklist | √ or X |
|--|--------|
| This property must be connected to recycled water | |
| All toilets to be connected to recycled water | |
| Recycled water external taps front & back to be provided | |
| Laundry (washing machine stop tap) to be connected to recycled water | |
| All pipework to be inspected by YVW www.yvw.com.au/rwinspection | |
| All recycled water pipework to be purple as per AS3500 | |
| Meters have not been moved. Only YVW can move the meters | |

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

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

Recycled Water Supply

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

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

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

INFORMATION ONLY

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

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

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.
Photographs of plans are not acceptable.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

MASTER PROPERTY CONVEYANCING.
anna@masterpropertyconveyancing.com.au

RATES CERTIFICATE

Account No: 2050737339
Rate Certificate No: 30973056

Date of Issue: 15/09/2025
Your Ref:

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------------|---------------|-----------------|---------------|
| 2 WILLIAMSBURG WALK, WOLLERT VIC 3750 | 3132\PS817675 | 5227799 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|---|--|----------|-------------|
| Residential Water Service Charge | 01-07-2025 to 30-09-2025 | \$21.26 | \$10.63 |
| Residential Water and Sewer Usage Charge <i>Step 1 – 14.000000kL x \$3.43420000 = \$27.08</i> <i>Step 1 – 0.000000kL x \$3.57240000 = \$21.85</i> Estimated Average Daily Usage \$0.56 | 12-05-2025 to 07-08-2025 | \$48.93 | \$24.46 |
| Residential Sewer Service Charge | 01-07-2025 to 30-09-2025 | \$122.58 | \$63.89 |
| Residential Recycled Water Usage Charge <i>Recycled Water Usage – 3.943000kL x \$1.92590000 = \$7.59</i> <i>Recycled Water Usage – 3.057000kL x \$1.96810000 = \$6.02</i> | 12-05-2025 to 07-08-2025 | \$13.61 | \$13.61 |
| Parks Fee | 01-07-2025 to 30-09-2025 | \$22.63 | \$22.63 |
| Drainage Fee | 01-07-2025 to 30-09-2025 | \$31.51 | \$31.51 |
| 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 | | \$166.73 |



GENERAL MANAGER
RETAIL SERVICES

Note:

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

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

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: 5227799

Address: 2 WILLIAMSBURG WALK, WOLLERT VIC 3750

Water Information Statement Number: 30973056

HOW TO PAY



Biller Code: 314567
Ref: 20507373390

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: 77889579-017-6

8 September 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
2 (Lot 3132) Williamsburg Walk, Wollert**

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

Regulation 51 1 (a)*

| Building Permit No | Permit Date | Brief Description of Works | Final / Occupancy Permit Date Issued |
|------------------------|-------------|---------------------------------|--------------------------------------|
| BSU27484/5992673659460 | 12/3/2020 | Double Storey Dwelling & Garage | Yes – 6/10/2020 |

Regulation 51 1 (b) (c)

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

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

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

Yours sincerely

**BUILDING & PLANNING
CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

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

FORM 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)**BUILDING PERMIT**
5992673659460**Issued to**

| | |
|---|---------------------------------------|
| Agent of owner | Homebuyers Centre Victoria |
| ACN | 156 503 310 |
| Postal address | 81 Lorimer Street, Docklands VIC 3008 |
| Email | mmcmillan@abngroup.com.au |
| Address for serving or giving documents | 81 Lorimer Street, Docklands VIC 3008 |
| Contact person | Meagan McMillan |
| Telephone | (03) 9674-4500 |

Ownership details

| | |
|----------------|---------------------------------------|
| Owner | Dock Land Holdings |
| Postal address | 81 Lorimer Street, Docklands VIC 3008 |
| Email | ostanley@abngroup.com.au |
| Contact person | Dock Land Holdings |
| Telephone | 86793779 |

Property details

| | |
|--------------------|-------------------|
| Lot | 3132 |
| Number | 2 |
| Street/road | Williamsburg Walk |
| City/suburb/town | Wollert |
| Postcode | 3750 |
| LP/PS | PSPS817675 |
| Volume | 12075 |
| Folio | 719 |
| Crown allotment | Not applicable |
| Section | Not applicable |
| Parish | Not applicable |
| County | Not applicable |
| Municipal district | WHITTLESEA CITY |

Builder

| | |
|---|--|
| Name | ABN GROUP (VIC) PTY LTD |
| ACN | 130 382 188 |
| Building practitioner registration number | CDB-U 49215 |
| Postal address | 81 Lorimer Street , DOCKLANDS VIC 3008 |
| Telephone | (03) 9674-4500 |

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

| | |
|----------------|--|
| Name | Dale Andrew Alcock |
| Postal address | 81 Lorimer Street , DOCKLANDS VIC 3008 |
| Telephone | (03) 9674-4500 |

Building practitioner or architect engaged to prepare documents for this permit

| | |
|---------------------|----------------------------|
| Name | ABN GROUP (VIC) PTY LTD |
| Category/class | Domestic Builder Unlimited |
| Registration number | CDB-U 49215 |

| | |
|---------------------|----------------|
| Name | Gervase Purich |
| Category/class | Engineer Civil |
| Registration number | EC46702 |

Details of domestic building work insurance

| | |
|----------------------------|--------------------------------|
| Name of builder | ABN GROUP (VIC) PTY LTD |
| Name of issuer or provider | HIA Insurance Services Pty Ltd |
| Policy number | C492659 |
| Policy cover | \$310,098.00 |

Details of relevant planning permit

| | |
|----------------------------------|-------------|
| Planning permit number | 718471 |
| Date of grant of planning permit | 1 July 2019 |

Nature of building work

| | |
|---|--------------------|
| Construction type | new building |
| Storeys contained | 2 |
| Version of BCA applicable to permit | 2019 |
| Stage of building work permitted | 0 |
| Cost of building work | \$310,098.00 |
| Total floor area of new building work in m ² | 197 m ² |

Building classification

| | |
|--------------------|-----------------------------------|
| Part of building | Double Storey Dwelling and Garage |
| BCA classification | 1ai, 10a |

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

| Relevant performance requirement | Details of performance solution |
|---|---|
| P2.1.1 Structural stability and resistance | To allow the Class 1a dwelling and Class 10a garage to be protected with a continuous Termicoat chemical termite barrier applied to the structure of the building. Performance solution by expert judgment. Report PBS 3081 19 Rev A by Stuart McLennan MEng, MAIBS, RBP BS and IN-UBS-U 1577. Report expires 10 June 2020. |
| P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing,P2.2.3 Rising damp | Building Product: Hebel PowerPanel XL Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40049 Date of issue: 01/05/2019 Date of expiry: 01/05/2022 |
| P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing | Building Product: Easylap Panel External Cladding Scyon Axon Cladding Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40222 Rev.1 Date of issue: 24/09/2018 Date of expiry: 20/08/2021 |
| P2.1.1 Structural stability and resistance ,P2.4.6 Sound insulation | Building Product: Hebel PowerPanel50 Intertenancy Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40164 Rev.1 Date of issue: 24/09/2018 Date of expiry: 2/03/2021 |
| P2.6.1 Building | To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems. |

Protection work

Protection work is not required in relation to the building work proposed in this permit.

Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

| Building part | Inspections |
|-----------------------------------|---|
| Double Storey Dwelling and Garage | <ul style="list-style-type: none">• piers: before pouring a footing or in situ reinforced concrete member• pre slab: before placing a footing• steel: before pouring a footing or in situ reinforced concrete member• frame: on completion of the framework• fire lightweight construction: on completion of the partywall• pre plaster: before completion of framework and prior to plastering• final: on completion of all building work |

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion

This building work must commence by **4 March 2021**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

This building work must be completed by **4 March 2022**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

Conditions

This permit is subject to the following conditions:

| Description | Performance or information required |
|--------------|--|
| General | The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor. |
| Encroachment | There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property. |
| Title | The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title. |

| | |
|--------------------------------|---|
| Glazing | Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set-2006 Glass in buildings Set or AS2047-2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959-2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens. |
| Electrical certificates | Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable. |
| Plumbing certificates | Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work as follows: <ul style="list-style-type: none"> • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting |
| Energy efficiency | Prior to or with an application for an occupancy permit, the builder must provide an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia. |
| Frame inspection documentation | Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation | Prior to booking a frame inspection, the builder must provide wall framing computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation | Prior to booking a frame inspection, the builder must provide bracing computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation | Prior to booking a frame inspection, the builder must provide floor joist and floor beam computations, certification and layouts satisfactory to the relevant building surveyor. |
| Fire lightweight construction | Prior to or with an application for an occupancy permit, the builder must provide written confirmation satisfactory to the relevant building surveyor that all fire lightweight construction has been constructed in accordance with the endorsed plans and relevant manufacturer's specifications in respect of the required fire-resistant levels. |

| | |
|---|--|
| Waterproofing- internal wet areas & external above ground | Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor that external waterproofing membranes have been installed in accordance with AS4654.1-2012 Waterproofing membranes for external above-ground use Materials and AS4654.2-2012 Waterproofing membranes for external above-ground use Design and installation. |
| Section 10 Building Act 1993 exemption | The relevant building surveyor is satisfied, and has certified in writing, that substantial progress was made on the design of the building before the building regulation or amendment commenced such that the National Construction Code 2019 does not apply to the carrying out of the building work as specified in that certification. |
| Bushfire protection | Prior to or with an application for an occupancy permit, the builder must provide written confirmation satisfactory to the relevant building surveyor that the building work has been constructed in accordance with the relevant bushfire attack level (BAL) as nominated by AS3959-2009 Construction of buildings in bushfire-prone areas. BAL: 12.5. |

Relevant building surveyor

| | |
|---|--|
| Name | Group Four Building Surveyors Pty Ltd |
| ACN | 158 953 425 |
| Address | Level 4, 10 Nexus Court, Mulgrave VIC 3170 |
| Email | enquiries@groupfour.com.au |
| Building practitioner registration number | CBS-U 58099 |

Designated building surveyor

| | |
|---|-------------------|
| Name | David Madeira |
| Building practitioner registration number | BS-U 27484 |
| Permit number | 5992673659460 |
| Date of issue of permit | 4 March 2020 |
| Date of issue of amendment 1 | 12 March 2020 |
| Date of issue of amendment 2 | 16 March 2020 |
| Date of issue of amendment 3 | 15 April 2020 |
| Date of issue of amendment 4 | 24 September 2020 |
| Signature | |

David Madeira

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192**OCCUPANCY PERMIT**
5992673659460**Property details**

| | |
|--------------------|-------------------|
| Lot | 3132 |
| Number | 2 |
| Street/road | Williamsburg Walk |
| City/suburb/town | Wollert |
| Postcode | 3750 |
| LP/PS | PSPS817675 |
| Volume | 12075 |
| Folio | 719 |
| Crown allotment | Not applicable |
| Section | Not applicable |
| Parish | Not applicable |
| County | Not applicable |
| Municipal district | WHITTLESEA CITY |

Building permit details

| | |
|--|---------------|
| Building permit number | 5992673659460 |
| Version of BCA applicable to building permit | 2019 |

Building details

| | |
|---|-----------------------------------|
| Building to which permit applies | Double Storey Dwelling and Garage |
| Permitted use | Domestic |
| BCA class of building | 1ai, 10a |
| Maximum permissible floor live load | 1.5 |
| Maximum number of people to be accommodated | 0 |
| Storeys contained | 2 |

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or public place of entertainment to which this permit applies:

| Relevant performance requirement | Details of performance solution |
|---|---|
| P2.1.1 Structural stability and resistance | To allow the Class 1a dwelling and Class 10a garage to be protected with a continuous Termicoat chemical termite barrier applied to the structure of the building. Performance solution by expert judgment. Report PBS 3081 19 Rev A by Stuart McLennan MEng, MAIBS, RBP BS and IN-UBS-U 1577. Report expires 10 June 2020. |
| P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing,P2.2.3 Rising damp | Building Product: Hebel PowerPanel XL Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40049 Date of issue: 01/05/2019 Date of expiry: 01/05/2022 |
| P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing | Building Product: Easylap Panel External Cladding Scyon Axon Cladding Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40222 Rev.1 Date of issue: 24/09/2018 Date of expiry: 20/08/2021 |
| P2.1.1 Structural stability and resistance ,P2.4.6 Sound insulation | Building Product: Hebel PowerPanel50 Intertenancy Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40164 Rev.1 Date of issue: 24/09/2018 Date of expiry: 2/03/2021 |
| P2.6.1 Building | To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems. |

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

| | |
|---|--|
| Name | Group Four Building Surveyors Pty Ltd |
| ACN | 158 953 425 |
| Address | Level 4, 10 Nexus Court, Mulgrave VIC 3170 |
| Email | enquiries@groupfour.com.au |
| Building practitioner registration number | CBS-U 58099 |

Designated building surveyor

| | |
|---|----------------|
| Name | David Madeira |
| Building practitioner registration number | BS-U 27484 |
| Occupancy permit number | 5992673659460 |
| Date of issue | 6 October 2020 |
| Date of final inspection | 6 October 2020 |
| Signature | |



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Dock Land Holdings Pty Ltd

81 Lorimer St
DOCKLANDS
VIC 3008

Policy Number:

C492659

Policy Inception Date:

10/02/2020

Builder Account Number:

014406

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **2 Williamsburg Walk WOLLERT VIC 3750 Australia**

Carried out by the builder: **ABN GROUP (VIC) PTY LTD**

Builder ACN: **130382188**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Dock Land Holdings Pty Ltd**

Pursuant to a domestic building contract dated: **08/02/2019**

For the contract price of: **\$ 310,098.00**

Type of Cover: **Cover is only provided if ABN GROUP (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

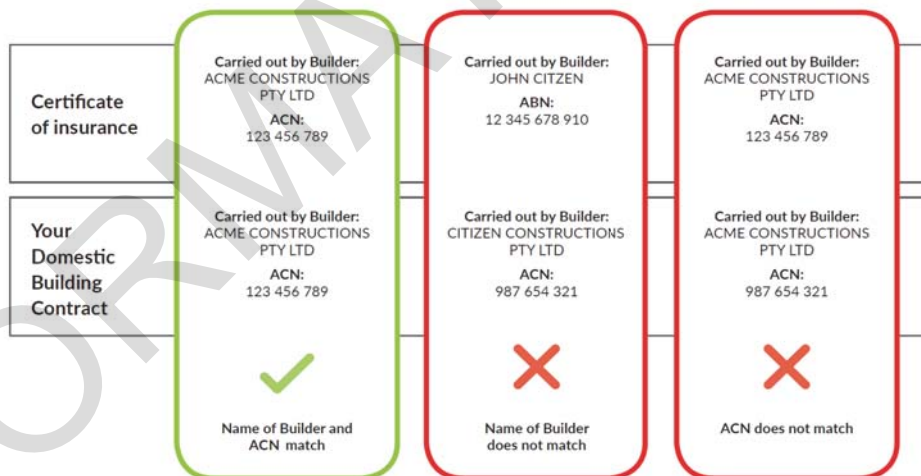
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

| | |
|-------------------|-----------------|
| Base DBI Premium: | \$775.00 |
| GST: | \$77.50 |
| Stamp Duty: | \$85.25 |
| Total: | \$937.75 |

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



**REPORT UNDER SECTION 137B
OF THE BUILDING ACT 1993
(OWNER BUILDER
CONSTRUCTION)**



Kukulka Consultants Pty Ltd
Building Surveyors

34 The Parade PO Box 196 Ascot Vale 3032
M 0418 315 731
E info@kccconsultants.com.au

JOB NO: 2503060-2 NK:GF

SITE ADDRESS: 2 Williamsburg Walk
Wollert

CLIENT DETAILS: Lucia Cooper
2 Williamsburg Walk
Wollert
Ph: (mobile) 0412 802 211

**OWNER/BUILDER AS SHOWN
ON BUILDING PERMIT:** Building permit not obtained

TIME OF INSPECTION: 9:15am

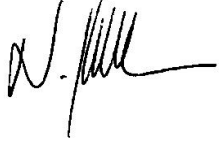
DATE OF INSPECTION: 16th August, 2025

DATE OF REPORT: 18th August, 2025

**WEATHER CONDITIONS
AT TIME OF INSPECTION:** Fine.

ASSUMED DIRECTIONS: Front door faces west

**NAME OF PRESCRIBED
BUILDING PRACTITIONER
AND REGISTRATION NO:** Nick Kukulka
Dip Build, BBuild, BS Cert, FAIBS
Private Building Surveyor (BS-U 1024)

SIGNATURE: 
.....
Nick Kukulka

Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE TO POTENTIAL PURCHASERS RE ALL OWNER BUILDER WORKS:

- **Where the building has been renovated or extended the balance of the building has not been inspected/reported on. Any previous works [previous to those listed] have not been inspected.**
- **This report is not a pre-purchase report, but has been carried out on behalf of the owner to fulfil their obligations under Section 137B of the Building Act (i.e. owner builder legislation) to disclose any defects or incomplete works in the building work carried out by the owner. Remember what you see is what you get, including patent (ie obvious) defects.**
- **Some works carried out in isolation are not covered by Section 137B of the Building Act.**
- **Refer report conditions (Appendix A) which limits the scope of this report.**
- **This report is valid within 6 months of the date of this report.**

1. DESCRIPTION OF BUILDING AND MATERIALS USED IN CONSTRUCTION:

A. We Report as Follows

The relevant areas of the building were inspected on the above date. We have prepared a listing of our comments relating to this matter and these are attached as follows:-

- Schedule 1: List of Defects in Building Works
- Schedule 2: Condition and Status of Incomplete Works
- Schedule 3: Surveyor's Comments and Other Relevant Information
- Schedule 4: Documents Considered at Time of Inspection

Appendix A: Owner-Builder Report Conditions

B. Description of Building Works Covered by this Report

This Report relates only to works carried out without a Building Permit issued to the "Owner-Builder", as noted below.

This report therefore **ONLY** covers the following:

- Construction of an attached verandah to the south side of the residence.

C. Other Structures/Improvement Works Specifically Excluded From This Report

This report does NOT include or consider any previous/existing building elements or structure (eg original parts of the residence) or previous/other improvement works than works specifically referred to in B above.

D. Predominant Construction Details

(Applicable to new work only)

| | |
|--|--|
| Footings: | <ul style="list-style-type: none">• Pad |
| Stumps: | <ul style="list-style-type: none">• N/A |
| Floor structure: | <ul style="list-style-type: none">• Existing |
| Wall Structure (External): | <ul style="list-style-type: none">• Timber |
| Wall Cladding (External): | <ul style="list-style-type: none">• N/A |
| Wall Lining (Internal): | <ul style="list-style-type: none">• N/A |
| Ceiling Lining: | <ul style="list-style-type: none">• N/A |
| Roof Frame: | <ul style="list-style-type: none">• Timber |
| Roof Cladding: | <ul style="list-style-type: none">• Corrugated Colourbond and corrugated polycarbonate |
| Roof Pitch: | <ul style="list-style-type: none">• Skillion |
| Window Frames: | <ul style="list-style-type: none">• N/A |
| No of Storeys: | <ul style="list-style-type: none">• 1 |
| Related structures: Included in scope | <ul style="list-style-type: none">• N/A |

2. SITE DETAILS

The site is a domestic block with a house on it. Furthermore, with respect to site fall, we note the site falls slightly to the south.

3. LICENSED TRADES WORK (METAL ROOFING AND SERVICES CONNECTED TO THE PROPERTY AND ITS CONDITION):

WARNING: All metal roofing and services listed below are different from other trade work in that they are required to be carried out by licensed trades and Certified by the trade upon completion as complying with relevant codes, regulations etc. Kukulka Consultants Pty. Ltd. does not certify satisfactory workmanship of such work but relies on licensed trade Certification. If any Certification is not available it is important that the potential purchaser satisfies him or herself as to reasons for its non-availability or otherwise independently checks the relevant service. Note that the certificate(s) below may not necessarily cover all the works carried out. Kukulka Consultants Pty. Ltd. may identify any obvious or gross deficiencies in trade work.

Electrical Work

| | Certificate No | Date |
|--|-----------------------|-------------|
| Refer Certificate of Electrical Safety | • | • |

Plumbing Work

Plumbing Industry Commission Certificate(s) of Compliance are required for all work in relation to gas supply and below ground sewerage. For all other plumbing work, a Certificate of Compliance is only required where the total value of labour, materials and appliances for a particular range of services provided by the plumber is more than \$750 regardless of who purchases the material or appliances.

| | | Certificate No | Date |
|----|--|-----------------------|-------------|
| 0 | Roof plumbing (including above ground stormwater drainage) | • | • |
| 1 | Sanitary plumbing | • | • |
| 2 | Septic tank installation | • | • |
| 3 | Drainage (below ground sewer) | • | • |
| 4 | Drainage (below ground stormwater) | • | • |
| 5 | Cold water plumbing | • | • |
| 6 | Hot water plumbing | • | • |
| 7 | Mechanical services (includes duct fixing) | • | • |
| 8 | Backflow prevention (medium & high risk only) | • | • |
| 90 | Residential & domestic fire sprinkler systems | • | • |
| 91 | Grey or reclaimed water | • | • |
| 92 | Gas fitting (natural gas type A installation) | • | • |

| | | | |
|----|---------------------------------------|---|---|
| 93 | Gas fitting (LPG type A installation) | • | • |
| 94 | Gas fitting (other types of gases) | • | • |
| 95 | Fire protection | • | • |
| 96 | Irrigation | • | • |
| 97 | Refrigerated air conditioning | • | • |
| 98 | Solar installation | • | • |
| 99 | Rainwater tank installation | • | • |

4. AREAS OF THE BUILDING INACCESSIBLE AT THE TIME OF INSPECTION

In addition to any matters listed below, refer to our Report Conditions (Appendix A) regarding limitations on access always applicable to inspections and therefore on report coverage.

1. Sub floor (concrete slab).

5. SECOND HAND MATERIALS

The owner builder has reported to the writer that no second hand materials were used in the nominated works.

SCHEDULE ONE: LIST OF DEFECTS IN BUILDING WORKS

Items listed herein are considered as defects and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

1.01 Building Permit and Documentation

Due to the nature of the work (i.e. construction of an attached verandah), a building permit should have been obtained. At the time of the inspection, stamped approved building permit documents were not available and we cannot confirm that the structure, as built, complies fully with the requirements of the Building Regulations and the Building Code of Australia. We also note the following:-

- (a) The roof framing appears to be undersized, particularly the beam spanning in an east-west direction.
- (b) The roof drainage has not been provided with a gutter connected to a downpipe, discharging to a legal point.

SCHEDULE TWO: CONDITION AND STATUS OF INCOMPLETE WORKS

Items listed herein are considered incomplete and will be excluded from cover in any prescribed Warranty Insurance Certificate issued.

Nil items.

INFORMATION ONLY

SCHEDULE THREE: OTHER RELEVANT INFORMATION

Items listed herein (eg matters unable to be verified) are not defects however we would recommend that attention be given to them by the purchaser.

3.01 Termite Protection – Not Determined If Required Or Not

The documentation viewed by the writer does not mention termite protection to be provided in accordance with AS 3660.1. We have not made enquiries as to whether the subject building is in a designated termite area. As such, we cannot advise either whether protection is required or not.

SCHEDULE FOUR: DOCUMENTS CONSIDERED AT TIME OF INSPECTION

Refer also to Licensed Trade work Certificates (if any) listed in Section 3 above.

4.01 Second Hand Materials List

Prepared and signed by Owner Builder and dated 21 March 2025.

4.02 S137B Inspections – Listing of Owner Builder Works

Prepared and signed by Owner Builder and dated 21 March 2025.

INFORMATION ONLY

APPENDIX A: OWNER BUILDER REPORT CONDITIONS

1. The scope of this report is limited to Owner Builder works identified in drawings provided or identified to the inspector by the owner builder. In particular where the building has been extended or renovated by the owner builder it does not cover the remainder of the building or works not identified to the inspector by the owner builder. It does not consider any existing parts of the building, structure or previous improvement works – it covers only those works listed in Schedule B of this Report. It does not cover any 'repairs' carried out (works to reconstruct or renew for maintenance purposes, using similar materials to those replaced). It may not cover related works of paving, landscaping, retaining structures, driveways, fencing, unless the works are integral to the building work, or require a building permit, or could result in water penetration etc (generally as provided for in the Domestic Building Insurance Ministerial Order, S 36- applicable to domestic work only).
2. The relevant areas of the building have been inspected in the weather and environmental conditions prevailing at the time and date of inspection as specified in the report.
3. The report identifies defects in the building apparent upon reasonable visual inspection. The defects so identified are caused by bad workmanship or movement of the foundations.
4. Roof space and sub-floor inspection is undertaken from a manhole or sub-floor door access point (where available) using a high strength torch. Given severe access limitations at any other than the Frame stage, and mandatory frame inspection requirements, building frames are not attempted to be inspected and no comment is made re same. Required Roof inspection is undertaken from a 3.6m ladder used at ground level and areas not accessed by this means or with safety are not accessed and not reported on. No other means of roof access are used (eg we do not access high roofs from lower roofs, access roofs through windows, along parapets etc.). We do not traverse pitched roofs of any type or access from the roof any roof area within 2m of the edge or any skylight(s) (except at the ladder access point). If electricity and/or gas are not connected to the property at the time of inspection (see report re power) the relevant authorities should be consulted by purchasers prior to purchase and/or occupation. The report does not disclose defects which have not yet arisen or arise in future due to due to inadequate maintenance of fabric, foundations or services or have arisen due to lack of maintenance since completion or due to fair wear and tear.
5. For the purpose of providing this report, unless otherwise stated:
 - (a) no plants, trees or soil or other material have been removed or excavated,
 - (b) no samples have been taken nor building services tested,
 - (c) no fixtures, room decoration or furniture have been moved or lining materials removed,
 - (d) no water testing has been undertaken of the roof, gutters or downpipes,
 - (e) no appliances, heating or cooling plant, open fire places , solid fuel heaters were tested or operated.
 - (f) no enquiries have been made of Drainage, Sewerage, Water or Electrical Authorities and no plans or specifications sighted or considered apart from those identified in this report,
 - (g) no special investigation of insect attack (e.g. borer, termites, etc.) has been made however any obvious signs of attack evident from our inspection will be noted. All purchasers are advised to have an assessment by a licensed Pest Inspector prior to purchase,
 - (h) no special investigation has been undertaken for identifying the existence of asbestos or other hazardous materials and any reference to this has been based on a casual visual inspection (when concerned, prospective Purchasers should contact a recognised asbestos or other specialist),
 - (i) no inquiry beyond visual inspection has been made to determine the likelihood of flooding (Purchasers should contact the local Council to determine if site is subject to or has a history of localised flooding),
 - (j) no inquiry has been made as to soil contamination.
6. The report does not identify defects which are not reasonably accessible and/or are not apparent from reasonable visual inspection in accord with these Conditions or are only apparent in different conditions. The report does not identify defects in inaccessible areas such as inside decks, wall cavities, under ground, etc.
7. The report does not necessarily refer to routine maintenance items (e.g. hairline cracks or jamming doors or windows, operation of latches, locks, and similar minor defects) or, as relevant, caused by normal shrinkage, minor settling etc.
8. The report does not necessarily identify all or any changes which have been made from permit documentation (if any sighted) particularly where the relevant building surveyor has provided a Certificate of Occupancy or Final Inspection. Any major differences from permit documentation are taken to have been approved by the relevant building surveyor where such Certificates have been issued.
9. Building practices change over time. This report has been prepared on the basis of acceptable standards at the time of original construction. Note also that Kukulka Consultants does not report as defective any works which are built within accepted industry tolerances.
10. This report is Copyright and proprietorship of the report remains with Kukulka Consultants, which may use the report in any way it sees fit.
11. This report is not a Guarantee but is provided under relevant legislation 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 (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.

(04/10/2016)

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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