



PACIFIC LAW

Vendor: NISHA POURSHASP MISTRY AND POURSHASP DARA MISTRY

Purchaser:

Contract of Sale

13 TOURMALINE DRIVE, EPPING VIC 3076

INFORMATION ONLY

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Commercial Lawyers**

Form 1 – Estate Agents Act 1980

CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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

Property Address: 13 TOURMALINE DRIVE, EPPING VIC 3076

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

The terms of this contract are contained in the:

- * Particulars of Sale; and
- * Special Conditions, if any; and
- * General Conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

**Section 31
Sale of Land Act 1962**

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

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

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

EXCEPTIONS

The 3-day cooling-off period does not apply if—

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used primarily for farming;
- you and the vendor have 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.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received:

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....

..... on / /2025

print name of person signing

.....

.....

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

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

SIGNED BY THE VENDORS

.....

Nisha Pourshasp Mistry

.....

Pourshasp Dara Mistry

on / /2025

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

Particulars of Sale

Vendor's estate agent

Harcourts Rata & Co of 1/337 Settlement Road, Thomastown VIC 3074

Telephone: 03 9436 6888 Email: sold@rataandco.com.au

Ref: Leon El Assaad

Vendor

NISHA POURSHASP MISTRY AND POURSHASP DARA MISTRY of

Vendor's legal practitioner or conveyancer

Lewis O'Brien & Associates Pty Ltd trading as Pacific Law (Vic) of Suite 113, 1st Floor, 89 High Street, Kew, 3101

Telephone: (03) 9909 2209 Email: lewis.obrien@pacificlaw.com.au

Purchaser

Purchaser's legal practitioner or conveyancer

Land (General Conditions 3 and 9)

The land is described in Certificate of Title Volume 11202 Folio 440 being lot 1440 on PS 623298B

The land includes all improvements and fixtures.

Property address

The address of the land is: 13 TOURMALINE DRIVE, EPPING VIC 3076

Goods sold with the land – General Condition 2.3(f)

All fixed floor coverings, electric light fittings and window furnishings.

Payment (General Condition 11)

Price \$

Deposit \$ by / /202 (of which \$ has been paid)

Balance \$ payable at settlement

GST (General Condition 13)

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

XXXXXX

If 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 or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

XXXXXX

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

XXXXXX

Settlement (General Condition 10)

is due on / /202

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

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

Lease (General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

XXXXXX

- N/A

Terms Contract (General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

XXXXXX

and refer to general condition 23 and add any further provisions by way of special conditions

Loan (General Condition 14)

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

Lender:

Loan amount \$

Approval date / /202

Special conditions

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

Special Conditions

If the Contract is subject to '**special conditions**' then particulars of the Special Conditions are set out in the attached page(s).

Electronic Conveyancing (Special Condition 1)

Settlement and lodgement will be conducted electronically in accordance with Special Condition 1 if the below box is marked "EC"

EC

GST Withholding Notice (Special Condition 2)

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

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

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009** (Cth) applies.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009** (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

11. Payment

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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is 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.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without 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.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

27.1 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.

27.2 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

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

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

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

Law Institute of Victoria
Property Law Dispute Resolution Committee
GUIDELINES and REQUIREMENTS

The Committee decides disputes relating to real property matters. Where one party is not represented by a legal practitioner or licensed conveyancer who is a member of the Australian Institute of Conveyancers, the dispute cannot be heard until that party instructs a legal practitioner or licensed conveyancer who is a member of the Australian Institute of Conveyancers.*

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* referring legal practitioners and *must* include:

- 1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties;
- 1.2 The *issues for resolution*, based upon the *agreed* facts, to be decided by the Committee;
- 1.3 Any *contentions* that either party wishes to make;
- 1.4 Complete and legible copies of all *relevant documents*;
- 1.5 A signed agreement by the referring solicitors and the parties to be bound by the Committee's decision on any questions of law or practice.

Applications, in the form supplied by the Law Institute of Victoria (LIV), must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.

An administration fee of \$100.00 for *each* referring party who is a member of the Law Institute of Victoria must be paid when the application is lodged. A fee of \$200.00 is payable for each referring party who is not a member of the Law Institute of Victoria.

The Committee's decision will be based upon the material submitted. In making its decision the Committee shall act as an expert panel and not as an arbitrator.

The Committee reserves the right –

- i) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

* Note: in circumstances where a legal practitioner (firm) or conveyancer may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

**The Guidelines and form are available on the LIV website at www.liv.asn.au/Professional Practice/Areas of Law/ Property-Law/Resources.

SPECIAL CONDITIONS

Special Condition 1 - Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 4 applies if the box in the Particulars of Sale is marked "EC".

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 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.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The vendor must before settlement:
 - (a) delivery any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in

writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, any such keys, to the purchaser of the purchaser's nominee on notification of settlement by the Electronic Network Operator.

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

Special Condition 2 - GST withholding

The following conditions apply if the Particulars of Sale specify this sale includes a taxable supply of residential premises or potential residential land as defined in the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth) (GST Act). The section references are to Schedule 1 of the GST Act and asterisked terms have the same meanings as when used in that schedule.

2.1 Vendor's Notice

- (a) If the Particulars of Sale indicates that no GST withholding is payable, the Vendor hereby gives notice under section 14-255 that the Purchaser is not required to make a GST withholding payment under section 14-250 of the GST Act.
- (b) If the Particulars of Sale indicates that GST withholding is required by the Purchaser under the GST Act, the Vendor hereby gives notice to the Purchaser that the Purchaser is required to withhold an amount of the consideration payable to the Vendor and pay it to the Commissioner in relation to the supply of the property. The Vendor is required to give any further details to the Purchaser/Nominee of the amount to be withheld by the Purchaser and any other matters at least 14 days prior settlement.

2.2 Amount to be withheld by the Purchaser

- (a) Where the margin scheme applies 7% of the purchase price; otherwise
- (b) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

2.3 If the GST withholding is required by the Purchaser under the GST Act, the Purchaser must:

- (a) notify Australian Taxation Office and obtain a payment reference number to accompany payment;
- (b) complete and lodge such returns as the Commissioner may require to enable payment of the withholding sum; and
- (c) at settlement, give the Vendor a bank cheque payable to the Commissioner for the withholding sum; or
- (d) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.

Except where the Purchaser has complied with sub-paragraph (c) or settlement has occurred using an Electronic Lodgement Network Operator, the Purchaser must provide the Vendor with evidence of payment of the withholding sum as soon as practicable after payment.

2.4 If the Purchaser gives to the Vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the Vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, deposit the bank cheque to the credit of the Commissioner.

2.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the Vendor.

2.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the Vendor to apply the margin scheme, are unchanged.

2.7 In this special condition, "settlement" means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

Special Condition 3 - Duties Form and Settlement Statement

- 3.1 In this Special Condition:
- (a) Duties Form means the Digital Duties Form on the State Revenue Office website; and
 - (b) Settlement Statement means the Settlement Statement on the State Revenue Office website.
- 3.2 The Vendor must:
- (a) Complete the parts of the Duties Forms which are to be completed by the Vendor (Vendor Duties Form);
 - (b) Send the completed Vendor Duties Form to the Purchaser at least 15 business days prior to the Settlement Date; and
 - (c) If the Purchaser has complied with sub-clause 3 of this Special Condition, sign or approve the Duties Form prior to Settlement, unless there is a manifest error in which case the Vendor must notify the Purchaser and request the Purchaser to amend it.
- 3.3 The Purchaser must:
- (a) Complete the parts of the Duties Form which are to be completed by the Purchaser (Purchaser Duties Form) at least 10 business days prior to the Settlement Date;
 - (b) Sign or approve the Duties Form at least 5 business days prior to the Settlement Date, unless there is a manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
 - (c) Make any changes to the Duties Form requested by the Vendor and sign or approve (or re-sign and re-approve) the amended Duties Form within 3 business days of being requested to do so; and
 - (d) Prior to settlement:
 - (i) Generate a Settlement Statement; and
 - (ii) Deliver the Settlement Statement to the Vendor.
- 3.4 The Purchaser may not make any claim, delay settlement or seek compensation if the Vendor requests amendments to the Duties Form prior to settlement.
- 3.5 Sub-clause 6 of this Special Condition applies if settlement is not conducted electronically in accordance with the Electronic Conveyancing National Law, otherwise sub-clause 7 of this Special Condition applies.
- 3.6 Subject to the Vendor complying with sub-clause 2 of this Special Condition:
- (a) Settlement is not conditional on:
 - (i) The Purchaser signing or approving a Duties Form; and
 - (ii) Production of a Settlement Statement; and
 - (b) The Purchaser may not make any claim if:
 - (i) The Duties Form is not completed prior to Settlement or at all; or
 - (ii) The Settlement Statement is not generated (or able to be generated) prior to Settlement.
- 3.7 The Purchaser acknowledges and agrees that unless and until the Purchaser complies with sub-clause 3 of this Special Condition:
- (a) Settlement will not proceed; and
 - (b) The Purchaser will be in breach of this Contract.
- 3.8 The Purchaser acknowledges and agrees that the Duties Form (other than the Vendor Duties Form) and the Settlement Statement are not the title documents under General Condition 10.2(b)(i).

Special Condition 4 - Foreign Resident Capital Gains Withholding

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning as in this special condition unless the context requires otherwise.
- 4.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor give the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 4.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 4.4 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.
- 4.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 4.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 4.7 The representative is taken to have complied with the obligations in special condition 4.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 4.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 4.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 4.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special Condition 5 - Acceptance of Title

General condition 12.4 is added:

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

Special Condition 6 - Service

General condition 17.1(a) is deleted and replaced by the following:

17.1(a) Any document sent by:

- (i) express post is taken to be served the next business day after posting by express post;
- (ii) priority post is taken to be served 4 business days after posting by priority mail; and
- (iii) regular mail is taken to be served 6 business days after posting by regular mail.

Special Condition 7 - Dwelling

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

Special Condition 8 - Services

Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may be connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any services to the Property and no claim shall be made against the Vendor in relation thereto.

Special Condition 9 - Force Majeure

In the event either party is unable to perform its obligations under the terms of this contract of sale because of acts of God, strikes, failure of carrier or utilities, equipment or transmission failure or damage that is reasonably beyond its control, or as a result of any failure of any necessary systems such as PEXA, Duties Online and Land Use Victoria such party shall not be liable for damages to any other for any damages resulting from such failure to perform or otherwise from such causes. Performance under this contract of sale shall resume when the affected party or parties are able to perform substantially that party's duties and obligations.

Special Condition 10 - Amendment to General Condition 2.4

General Condition 2.4 should be read subject to the disclosures set out in the Contract and Vendor's Statement and specifically, General Condition 2.4 is amended to provide that the Vendor has no knowledge of any of the following save to the extent disclosed in the Vendor's Statement.

Special Condition 11 - Solar Panels

If the property includes solar panels (for any use whatsoever intended) the Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purposes for which they were installed or in regard to any PV solar in-put to the electricity grid or any benefits arising from any electricity generated by any PV solar panels.

Special Condition 12 - Conduct of an Auction

- (a) The Property is offered for sale by public auction, subject to the Vendor's reserve price.

- (b) The rules for the conduct of the auction shall be as set out in schedule 1 to the Sale of Land (Public Auction) Regulations 2014, or any rules prescribed by regulation which may modify or replace those Rules.

Special Condition 13 - Finance Condition

For the avoidance of doubt, the parties agree that if the Property was sold at or within 3 days of a publicly advertised Auction, then the Contract is not conditional on finance and General Condition 14 shall not apply.

Special Condition 14 - Land Tax

Land Tax is not adjustable between the parties at settlement. Further General Condition 15.2(b) shall not apply.

Special Condition 15 - Statement of Adjustments

- 15.1 The proposed Statement of Adjustments must be provided to the Vendor's representative not less than 3 clear business days prior to settlement.
- 15.2 The Purchaser's representative must provide copies of all certificates and other information used to calculate the Statement of Adjustments under general condition 15 with the proposed adjustments.
- 15.3 If the Purchaser and/or the Purchaser's representative fails to provide the Statement of Adjustments in accordance with this Special Condition the Purchaser will be charged \$220.00 (inclusive of GST) to be included in the Statement of Adjustments and paid at settlement.

Special Condition 16 - Windfall Capital Gains

Should the Purchaser take any action prior to the Date of Settlement, including but not limited to planning permit applications and / or causing the zoning of the property to be amended triggering Windfall Capital Gains Tax (WCGT), as defined by the *Taxation Administration Act 1997 (Vic)*, the Purchaser shall be liable for the full WCGT liability on the Property.

Special Condition 17 - Building Works and Easement

- 17.1 The Purchaser acknowledges the Vendor has disclosed that building works (in the form of a pergola at the rear of the Property) have been carried out on the Property without a building permit (or that a permit may have been required but not obtained).
- 17.2 The Purchaser acknowledges the Vendor has disclosed that part of the works has been constructed over the sewerage easement at the rear of the Property without consent from the Water Board.
- 17.3 The Vendor gives no warranty as to the legality, compliance or approval status of these works, including any requirements relating to building over an easement.
- 17.4 The Purchaser buys the Property subject to these matters and accepts all associated risks, including any authority requirements for rectification, removal or retrospective approval.
- 17.5 The Purchaser agrees they will make no claim or objection against the Vendor in relation to the above matters.

GUARANTEE & INDEMNITY

Vendor: NISHA POURSHASP MISTRY AND POURSHASP DARA MISTRY

Purchaser:

Property Address: 13 TOURMALINE DRIVE, EPPING VIC 3076

Date of Sale:

Guarantor Name:

Address:

Guarantor Name:

Address:

(Hereinafter called the "Guarantor") IN CONSIDERATION of the Vendor having agreed, at the Guarantor's request (as is hereby acknowledged), to enter into the annexed Contract with the Purchaser HEREBY JOINTLY AND SEVERALLY AND IRREVOCABLY GUARANTEES to the Vendor payment of the whole of the purchase money interest and other moneys due and payable under the Contract and the due observance and performance by the Purchaser of all covenants and provisions binding on the Purchaser thereunder or pursuant to any other agreement made between the Purchaser and the Vendor and the discharge by the Purchaser of any liability which it may have to the Vendor pursuant to the cancellation or determination of the Contract or such other agreement due to any default by the Purchaser. To the extent (if any) that the Guarantee set out above may be void or unenforceable in whole or in part by reason of the infancy or any other incapacity of the Purchaser or want of writing or other failure to comply with any law the Guarantor agrees to indemnify the Vendor in respect of any failure by the Purchaser to make any such payment as would otherwise have formed part of the moneys the subject of the Guarantee and in addition the Guarantor agrees to indemnify the Vendor in respect of any claim by the Purchaser to any refund to which the Purchaser may become entitled by virtue of all or any of the above described facts.

The Guarantor agrees and covenants that:

1. In this Guarantee unless the context otherwise requires:
 - 1.1 "**Contract**" means the Contract of Sale of Real Estate attached to or to which this Guarantee is attached;
 - 1.2 "**Guarantee**" means this document of guarantee and indemnity and the guarantee and indemnity contained herein;
 - 1.3 "**Guarantor**" means and includes each of the person or persons or companies described above and their respective heirs, executors and administrators, successors and assigns;
 - 1.4 "**Obligations**" means and includes all covenants and provisions binding on the Purchaser under the Contract or pursuant to any other agreement made between the Purchaser and the Vendor;
 - 1.5 "**Purchaser**" means the person or company so described in the Contract and that person's or company's executors, administrators, successors and assigns; and
 - 1.6 "**Vendor**" means the person or company so described in the Contract and that person's or company's executors, administrators, successors and assigns.
2. This Guarantee is a continuing guarantee and indemnity and is without prejudice to and is not affected nor are the rights and remedies of the Vendor against the Guarantor in any way prejudiced or affected by:
 - 2.1 any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would or might but for this provision have the effect of releasing the Guarantor; or
 - 2.2 any variation, modification, amendment or novation of the Contract or substitution thereof.
3. The Guarantor shall pay the Vendor on demand:
 - 3.1 All moneys and interest (if any) payable under the Contract;

3.2 All costs charges expenses that may be incurred by the Vendor for the purpose of recovering the amount owing to the Vendor under the Contract.

4 The service of a demand shall not be a condition precedent to the enforcement of the Guarantor's liability hereunder.

5 If the liability of the Purchaser to pay all or any part of the moneys or to perform any obligation the subject of this Guarantee is released or deferred under any scheme of arrangement between the Purchaser and its creditors (or in any way whatsoever) the Guarantor agrees to indemnify the Vendor against any failure by the Purchaser to pay all or any part of the money or to perform any obligation the subject of this Guarantee at the time or times the money should be paid or the obligation performed apart from such scheme of arrangement or other event or any release or deferral of the Purchaser's liability thereunder.

6 The Vendor shall be at liberty to require payment by the Guarantor of any moneys owing to the Vendor by the Purchaser without taking any proceedings first to enforce such payment by the Purchaser.

7 The Guarantor shall pay to the Vendor the Vendor's reasonable costs (including solicitor / own client legal costs and disbursements) of and incidental to the enforcement of this Guarantee.

8 If the Guarantor consists of more than one person or company this Guarantee is binding on them jointly and severally.

EXECUTED BY THE PARTIES AS A DEED:

This day of 202

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:)

.....
Signature of Witness

.....
Name of Witness (please print)

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:)

.....
Signature of Witness

.....
Name of Witness (please print)



PACIFIC LAW

Vendor: NISHA POURSHASP MISTRY AND POURSHASP DARA MISTRY

Purchaser:

Vendors Statement

13 TOURMALINE DRIVE, EPPING VIC 3076

INFORMATION ONLY

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: NISHA POURSHASP MISTRY AND POURSHASP DARA MISTRY

PROPERTY: 13 TOURMALINE DRIVE, EPPING VIC 3076

1. FINANCIAL MATTERS:

- 1.1 Any mortgage over the Property will be discharged at or before settlement.
- 1.2 Details of any charge over the Property (including the amount owing under the charge):
If any, are set out in the attached document.
- 1.3 Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) **AND** any interest payable on any part of them:
Is contained in the attached certificates.
- 1.4 Any amounts (including any proposed Body Corporate levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows:
The usual adjustment of rates taxes and outgoings made at settlement.

NOTE: The Purchaser shall be responsible for any additional or supplemental rate or charge made by any responsible authority arising after the Settlement Date.

- 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)
 - (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows: AVPCC No 110
 - (b) Is the land tax reform scheme land within the meaning of the CIPT Act? No
 - (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows: Not applicable

2. INSURANCE:

- 2.1 The Property will be at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of the rents and profits of the Property.
- 2.2 Particulars of any required insurance in relation to any residence on the Property constructed by an owner builder in the preceding six years (required where the property includes a residence to which Section 137B of the Building Act 1993):
None to the Vendor's knowledge

3. LAND USE:

- 3.1 Information concerning any easement, covenant or other similar restriction (including any caveat) affecting the Property (registered or unregistered):
 - (a) Description -
As set out in the attached copies of title documents.
 - (b) Particulars of any failure to comply:
None to the Vendor's knowledge
- 3.2 **Bushfire Areas**
This property is not in a designated bushfire prone area
- 3.3 **Road Access**
There is access to the property by road.
- 3.4 **Planning**
Information concerning any planning instrument:
Is contained in the attached certificate.
- 3.5 **Areas of Aboriginal Cultural Heritage Sensitivity**
All or part of this property is an 'area of cultural heritage sensitivity'.

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018 can also be found here

4. NOTICES:

4.1 Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Property 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.

4.2 Particulars of any 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:

None to the Vendor's knowledge

4.3 Particulars of any notice pursuant to section 6 of the Land Acquisition and Compensation Act 1986.

None to the Vendor's knowledge

5. BUILDING PERMITS:

5.1 Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years in relation to a building on the Property:

None to the Vendor's knowledge.

6. OWNERS CORPORATION:

6.1 The Property is not affected by an Owners Corporation.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

7.1 The Property is not subject to a work in kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987).

7.2 The Property is not subject to a GAIC recording (within the meaning of Part 9B of the Planning and Environment Act 1987).

8. SERVICES:

8.1 The following services are NOT connected to the Property:

N/A - all services are connected

The Purchaser should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land.

9. EVIDENCE OF TITLE:

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

- (a) Certificate of Title Volume 11202 Folio 440;
- (b) PS 623298B;
- (c) 173 Agreement AF163878Y; and
- (d) 173 Agreement AF771740P

10. DUE DILIGENCE CHECKLIST:

10.1. A copy of the Due Diligence Checklist provided to the Purchaser is attached.

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.

DATE OF THIS STATEMENT:

6 / 12 / 2025

Signature of the Vendor/s:

Nisha

.....
Nisha Pourshasp Mistry

Dara

.....
Pourshasp Dara Mistry

ACKNOWLEDGEMENT BY PURCHASER

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

DATE OF THIS ACKNOWLEDGEMENT:

/ / 20

Signature of the Purchaser/s:

.....
.....

NOTICE REGARDING TERMS CONTRACTS

PLEASE NOTE that where the property is to be sold on terms pursuant to Section 32A(d) of the Act and/or sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the Property pursuant to Section 32A(a) of the Act then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

INFORMATION ONLY

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

Page 1 of 2

VOLUME 11202 FOLIO 440

Security no : 124130125864W
Produced 21/11/2025 01:53 PM

LAND DESCRIPTION

Lot 1440 on Plan of Subdivision 623208B.
PARENT TITLES :
Volume 11188 Folio 618 Volume 11198 Folio 586
Created by instrument PS623208B 17/05/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NISHA POURSHASP MISTRY
POURSHASP DARA MISTRY both of 4/293 CUMBERLAND ROAD PASCOE VALE VIC 3044
AH339713N 05/07/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW285299M 18/11/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS623208B 17/05/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF163878Y 28/06/2007

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

DIAGRAM LOCATION

SEE PS623208B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 13 TOURMALINE DRIVE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 18/11/2022

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

DOCUMENT END

INFORMATION ONLY

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Document Identification	PS623208B
Number of Pages (excluding this cover sheet)	10
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PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 3	Plan Number PS 623208B
----------------------------	----------------	----------------------------------	----------------------------------

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

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

<p><u>The other purpose of this plan:</u></p> <p>1. To remove part of Easement E-2 on PS 449515L by agreement.</p>	<p>This is a SPEAR plan.</p> <p>Lots 1 to 1400 (both inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey in PS 608862E & PS 623200T</p> <p>This survey has been connected to permanent mark no(s). 123 & 165 in Proclaimed Survey Area no. -</p>
--	--

Easement Information					<p>LRS use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 7 / 5 / 10</p>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 1:36</p> <p>Date: 17 / 5 / 10</p> <p style="text-align: center;">Randall McDonald Assistant Registrar of Titles.</p>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
SEE SHEET 2 FOR EASEMENT DESCRIPTIONS					

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

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

Sheet 2
DATE / / COUNCIL DELEGATE SIGNATURE
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 FILE LOCATION : F:\151153401\153401-SUB\dwg\
 LAYOUT NAME : Sheet 2
 SAVE DATE : Wed, 10 Mar 2010 - 8:55 LAST SAVED BY : bruce

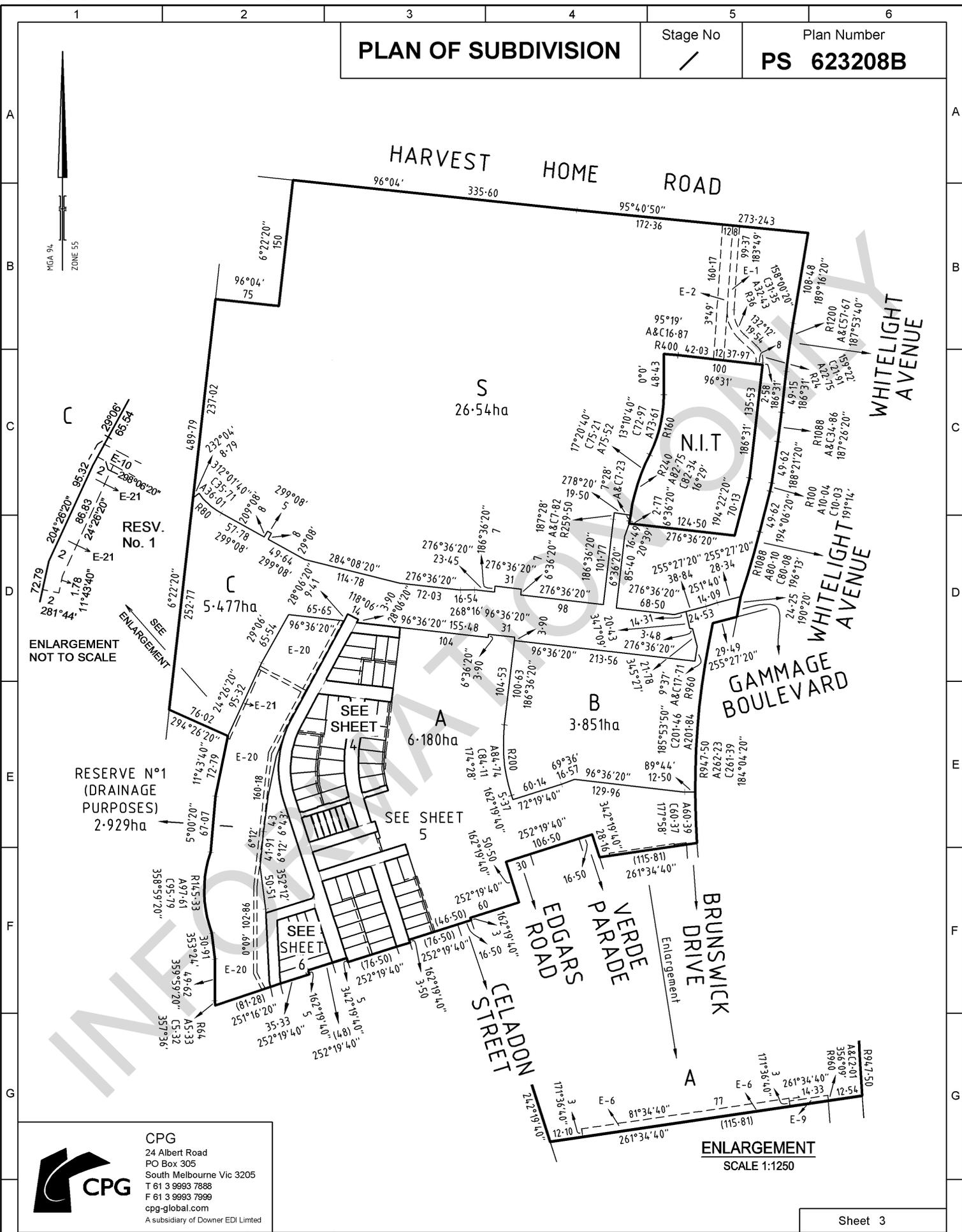
PLAN OF SUBDIVISION

Stage No

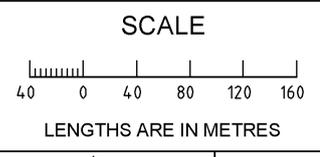
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Plan Number

PS 623208B



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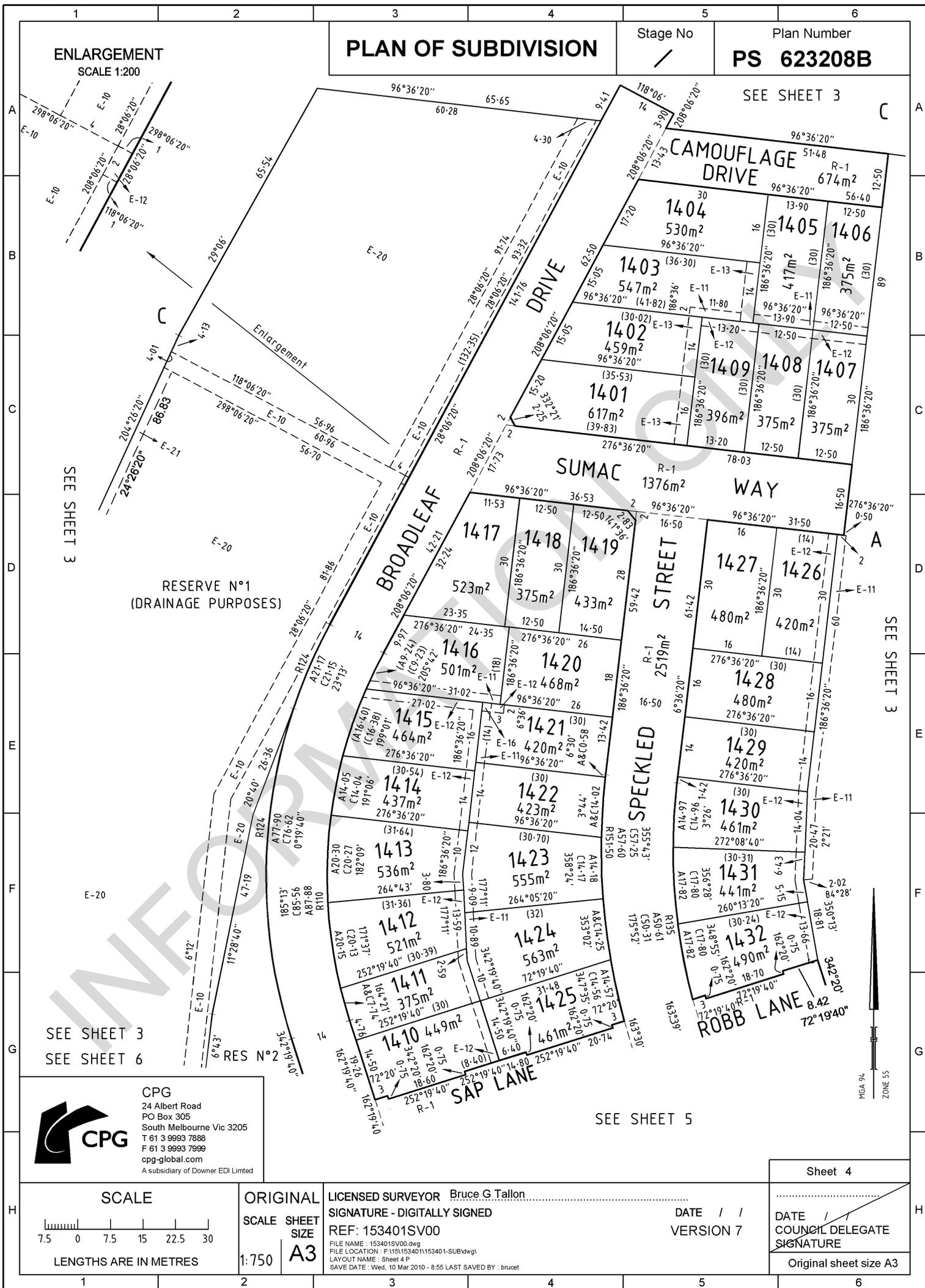
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 VERSION 7

Sheet 3

DATE / /
 COUNCIL DELEGATE SIGNATURE

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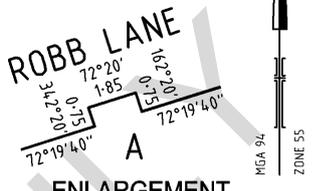
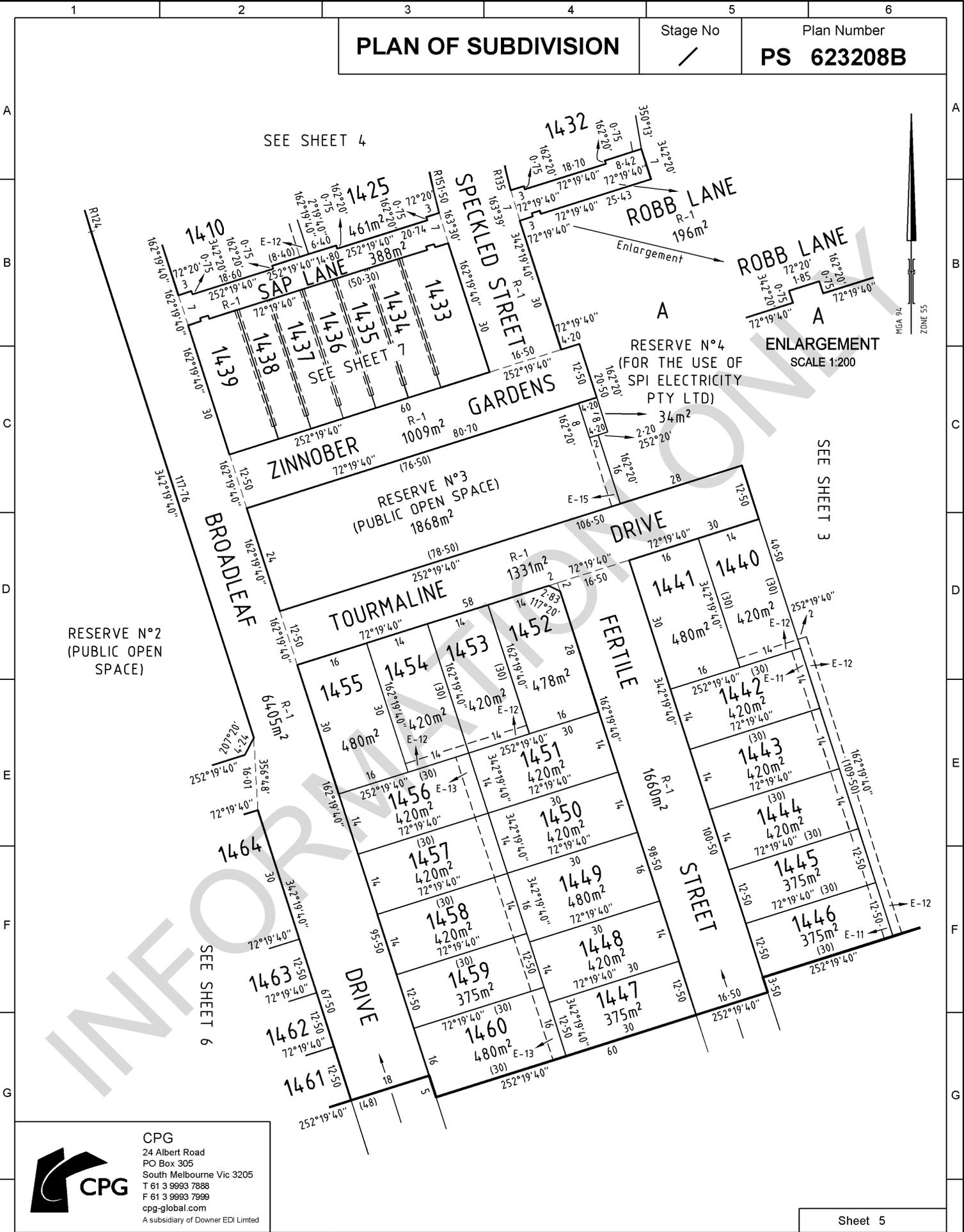
PLAN OF SUBDIVISION

Stage No

/

Plan Number

PS 623208B



RESERVE N°2
(PUBLIC OPEN SPACE)

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

SEE SHEET 3

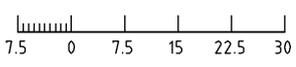
SEE SHEET 6

SEE SHEET 4



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SIGNATURE - DIGITALLY SIGNED

REF: 153401SV00

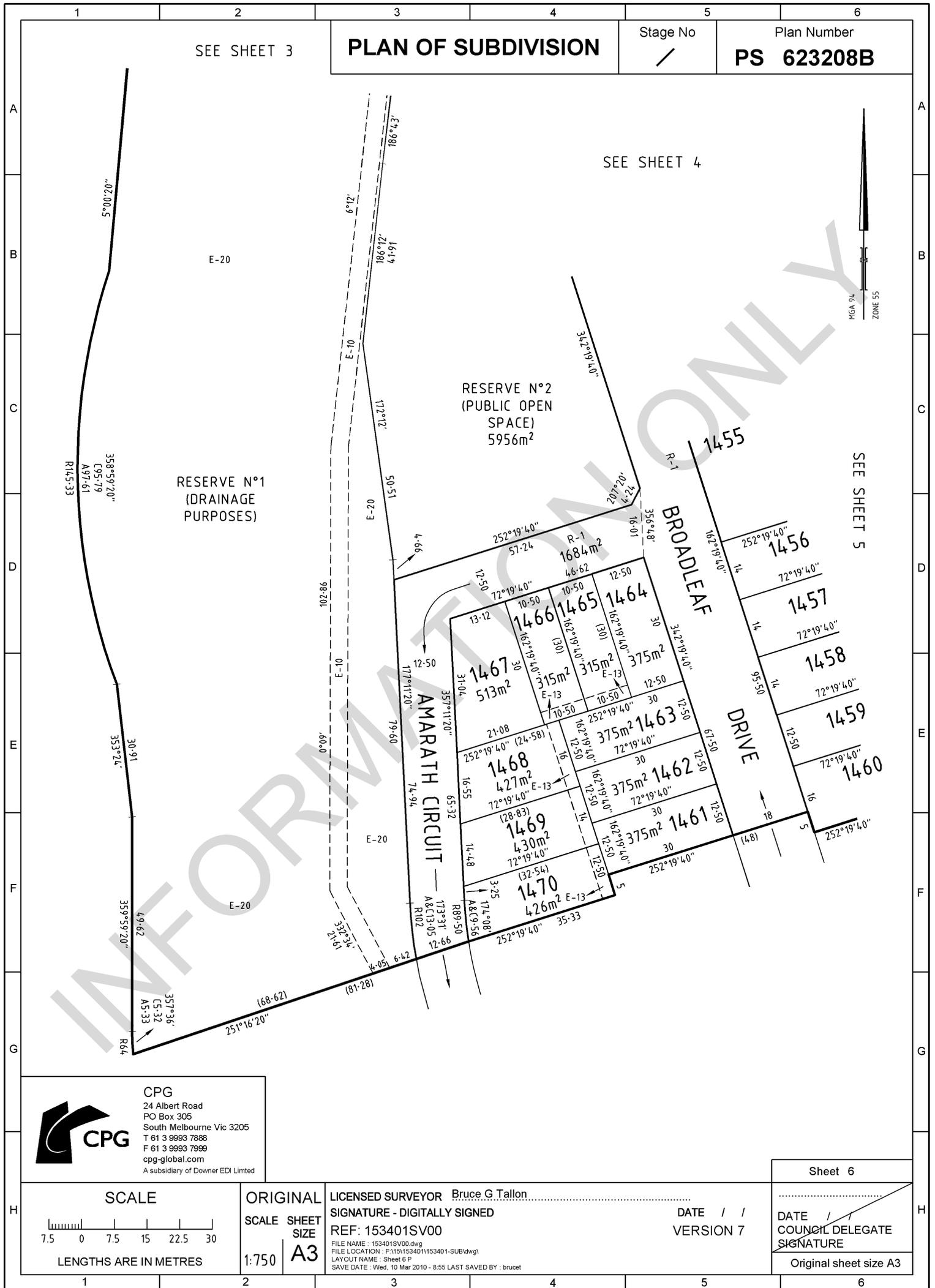
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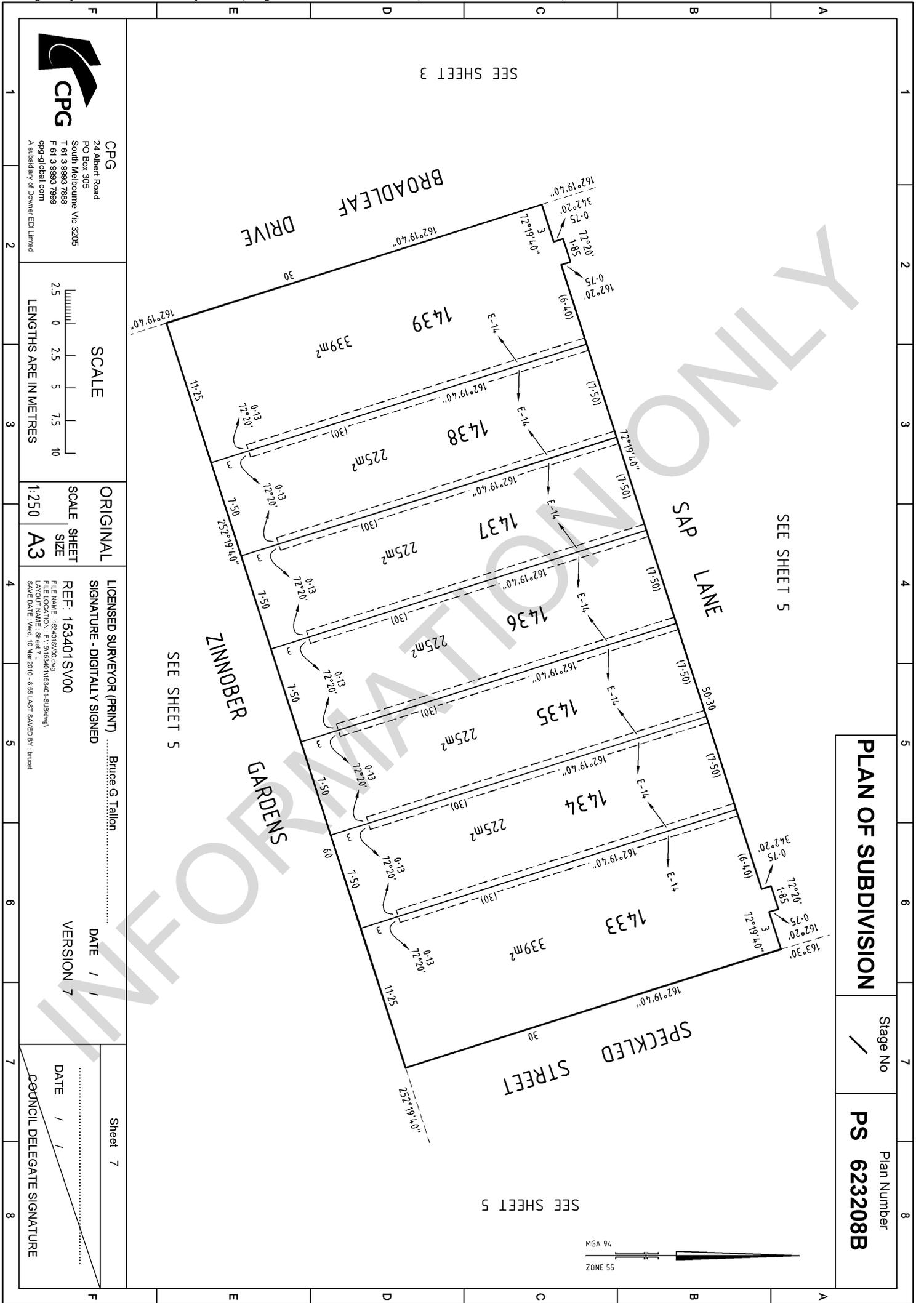
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Sheet 5

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Sheet 7
DATE / /
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PLAN OF SUBDIVISION

Stage No /

Plan Number
PS 623208B



1	2	3	4	5	6	
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 623208B		
CREATION OF RESTRICTION						
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED						
TABLE OF LAND BURDENED AND LAND BENEFITED						
BURDENED LOT NO.	BENEFITTED LOT NO.	BURDENED LOT NO.	BENEFITTED LOT NO.			
1401	1402, 1409	1446	1445			
1402	1401, 1403, 1409	1447	1448, 1460			
1403	1402, 1404, 1405, 1409	1448	1447, 1449, 1459, 1460			
1404	1403, 1405	1449	1448, 1450, 1458, 1459			
1405	1403, 1404, 1406, 1408, 1409	1450	1449, 1451, 1457			
1406	1405, 1407	1451	1450, 1452, 1453, 1456			
1407	1406, 1408	1452	1451, 1453			
1408	1405, 1407, 1409	1453	1451, 1452, 1454			
1409	1401, 1402, 1403, 1405, 1408	1454	1453, 1455, 1456			
1410	1411, 1425	1455	1454, 1456			
1411	1410, 1412, 1424	1456	1451, 1454, 1455, 1457			
1412	1411, 1413, 1423, 1424	1457	1450, 1456, 1458			
1413	1412, 1414, 1423	1458	1449, 1457, 1459			
1414	1413, 1415, 1422, 1423	1459	1448, 1449, 1458, 1460			
1415	1414, 1416, 1421, 1422	1460	1447, 1448, 1459			
1416	1415, 1417, 1418, 1420, 1421	1461	1462, 1469, 1470			
1417	1416, 1418	1462	1461, 1463, 1468, 1469			
1418	1416, 1417, 1419, 1420	1463	1462, 1464, 1465, 1466, 1468			
1419	1418, 1420	1464	1463, 1465			
1420	1416, 1418, 1419, 1421	1465	1463, 1464, 1466			
1421	1415, 1416, 1420, 1422	1466	1463, 1465, 1467, 1468			
1422	1414, 1415, 1421, 1423	1467	1466, 1468			
1423	1412, 1413, 1414, 1422, 1424	1468	1462, 1463, 1466, 1467, 1469			
1424	1411, 1412, 1423, 1425	1469	1461, 1462, 1468, 1470			
1425	1410, 1424	1470	1461, 1469			
1426	1427, 1428					
1427	1426, 1428					
1428	1426, 1427, 1429					
1429	1428, 1430					
1430	1429, 1431					
1431	1430, 1432					
1432	1431					
1433	1434					
1434	1433, 1435					
1435	1434, 1436					
1436	1435, 1437					
1437	1436, 1438					
1438	1437, 1439					
1439	1438					
1440	1441, 1442					
1441	1440, 1442					
1442	1440, 1441, 1443					
1443	1442, 1444					
1444	1443, 1445					
1445	1444, 1446					
DESCRIPTION OF RESTRICTION						
<ol style="list-style-type: none"> 1. SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA STAGE DEVELOPMENT PLAN, SECTION C STAGE 14. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER AA1445 2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE. 3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE ENVELOPE TEN YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE. 4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY VICURBAN PRIOR TO THE ISSUE OF THE BUILDING PERMIT. 5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT 						
 <p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>		<p>ORIGINAL SCALE SHEET SIZE A3</p>		<p>LICENSED SURVEYOR <u>Bruce G Tallon</u> SIGNATURE - DIGITALLY SIGNED REF: 153401SV00 FILE NAME : 153401SV00.dwg FILE LOCATION : F:\15\153401\153401-SUB\dwg\ LAYOUT NAME : Sheet 8 SAVE DATE : Wed, 10 Mar 2010 - 8:55 LAST SAVED BY : brucet</p>		<p>Sheet 8</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
1	2	3	4	5	6	

**Plan of Subdivision PS623208B
Certifying a New Version of an
Existing Plan with Statement of
Compliance (Form 22)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003005S

Plan Number: PS623208B

Council Name: Whittlesea City Council

Council Reference Number 1: 606819

Surveyor's Plan Version: 7

Certification

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

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

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes

Organisation: Whittlesea City Council

Date: 06/05/2010

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FORM 18

AF163878Y



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

Planning and Environment Act 1987

Lodged by: BLAKE DAWSON WALDRON

Name:

Phone:

496P

Address:

Ref:

Customer Code:

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

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

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

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: DAVID TURNBULL

Date: 25 June 2007

INFORMATION ONLY

BLAKE DAWSON WALDRON

L A W Y E R S

AF163878Y



Deed of Agreement

Section 173 Agreement

Whittlesea City Council

Melbourne Water Corporation

Victorian Urban Development Authority

Spiros Konas

Property: 365 Harvest Home Lane, Epping

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

RWJ JMAH 1318 7840

AF163878Y



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3.	COMMENCEMENT OF AGREEMENT	4
4.	EFFECT OF THE AGREEMENT AND REGISTRATION	4
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7.	SUCCESSORS IN TITLE	7
8.	ENDING OF AGREEMENT	7
9.	PROGRESSIVE RELEASE FROM AGREEMENT	8
10.	COSTS	8
11.	NO FETTERING OF POWERS	8
12.	NOTICES	8
13.	NO WAIVER	9
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15.	NOTICE OF AGREEMENT	9

**DEED OF AGREEMENT
Section 173 Agreement**

AF163878Y
28/06/2007 \$94.60 173


DATE 25 June 2007

PARTIES

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

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

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

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

12 700 Collins Street Docklands

D.B. [Signature]

RECITALS

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

AF163878Y

28/06/2007 \$94.60 173



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

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

Agreement means this Deed of Agreement.

Boundary means the boundary between Lot A and Lot B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plan means proposed plan of subdivision 449515L.

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

Scheme means the Whittlesea Planning Scheme.

1.2 General Interpretation

In this Agreement, unless the context otherwise requires:

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

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

1.3 Headings

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

2. CONFIRMATION OF RECITALS

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

3. COMMENCEMENT OF AGREEMENT

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

4. EFFECT OF THE AGREEMENT AND REGISTRATION

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

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

4.2 Covenants to Run with the Land

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

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4.3 Registration Memorandum

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

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

5. OWNERS' COVENANTS

5.1 Development Notice

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

5.2 Lot A Drainage Contribution

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

5.3 Interest on Lot A Drainage Contribution

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

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

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

5.4 Lot A Reticulated Sewer Connection

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

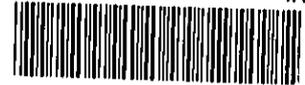
5.5 Lot A Drainage Outfall Works

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

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

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

5.6 Mortgagee to be Bound

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

6. OWNERS' DEFAULT

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

7. SUCCESSORS IN TITLE

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

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

8. ENDING OF AGREEMENT

- 8.1 This Agreement ends when the Owner of Lot A and the Owner of Lot B have complied with all of the obligations imposed on them under this Agreement, as evidenced by a letter of release to that effect from Melbourne Water and the Responsible Authority.
- 8.2 As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner of Lot A or the Owner of Lot B,

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

9. **PROGRESSIVE RELEASE FROM AGREEMENT**

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9.1 **Release of Owner of Lot B**

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

10. **COSTS**

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

11. **NO FETTERING OF POWERS**

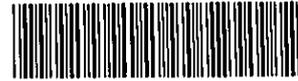
The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans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

12. **NOTICES**

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

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- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile to that person's facsimile number and the machine from which it is sent produces a report that states that it was sent in full.

12.2 Service of Notice

A notice or other communication is deemed served:

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

13. NO WAIVER

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

14. SEVERABILITY

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

15. NOTICE OF AGREEMENT

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

EXECUTED as a Deed

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



Councillor **CEO**

Name of Councillor
DAVID TURNBULL.

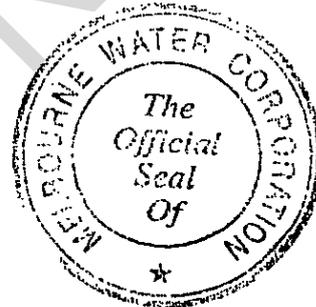
Mayor

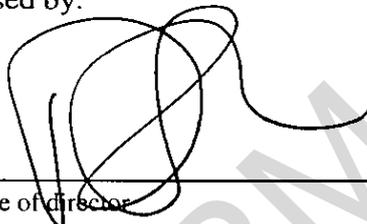
AF163878Y



Name of Mayor

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

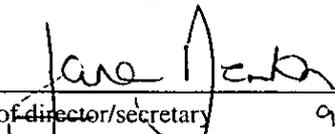




Signature of director

Rob Skinner

Name of director

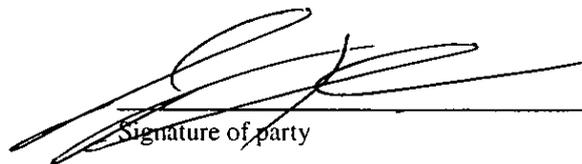


Signature of director/secretary **9.5.07**

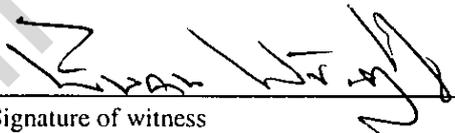
JANE DENTON

Name of director/secretary

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



Signature of party



Signature of witness

365 HARVESTHOME LANE.

Usual address
LEPPING

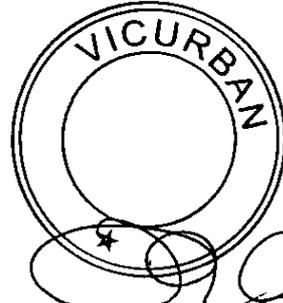
Ewan Weir

Name

AF163878Y



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



[Signature]
Signature

[Signature]
Signature

Prudence Sanderson
Name

MARK ALLAN
Name

700 Collins St Docklands
Usual address

700 COLLINS ST DOCKLANDS
Usual address

Chief Executive Officer
Position

GENERAL MANAGER PROJECT
Position PLANNING + DESIGN

INFORMATION

Imaged Document Cover Sheet

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Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P
10/04/2008 \$187 173
Barcode

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5227055 Customer Code: 1167E

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

Land: Volume 10776 Folio 057, Volume 10728 Folio 557, Volume 10716 Folio 293, Volume 10104 Folio 491, Volume 9075 Folio 530, Volume 9497 Folios 457 and 458, Volume 8816 Folio 666, Volume 8957 Folio 491 and part of Volume 9457 Folio 951 and Volume 10799 Folio 539 and more particularly being the area shown as hatched on the attached plan marked "A" and part of Volume 8997 Folio 011 and more particularly being the area shown as hatched on the attached plan marked "B" and part of Volume 10673 Folios 806 and 807 and more particularly being the area shown as hatched on the attached plan marked "C".

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

2

AF771740P



Name of officer:

DAVID TURNBULL

Office held:

CEO

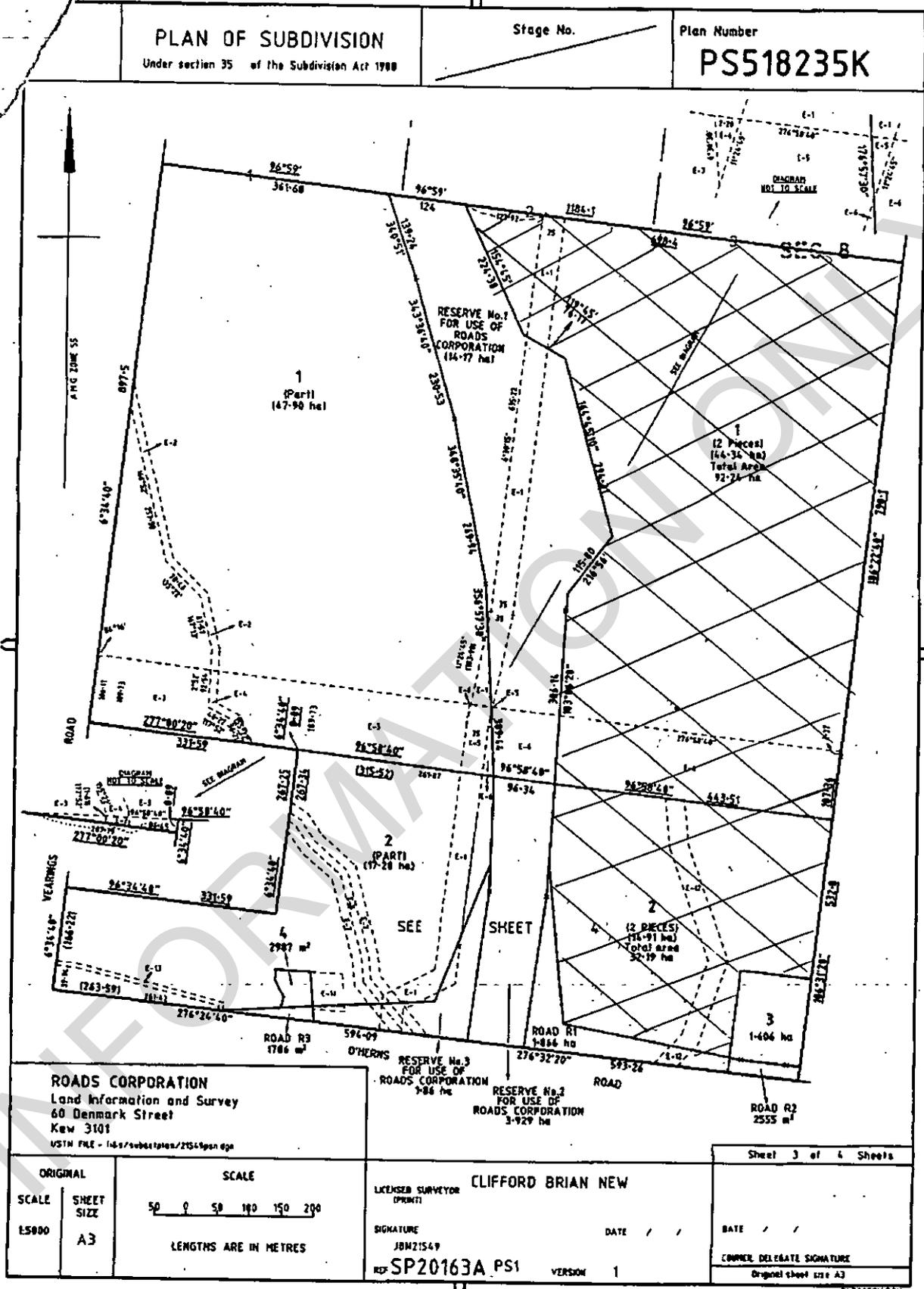
Date:

14/3/08

INFORMATION ONLY

"A"

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



PLAN OF SUBDIVISION
Under section 35 of the Subdivision Act 1988

Stage No.

Plan Number

PS518235K

ROADS CORPORATION
Land Information and Survey
60 Denmark Street
Kew 3101
VSTM FILE - 1461706814012/251490n.dwg

RESERVE No. 1 FOR USE OF ROADS CORPORATION 986 ha
RESERVE No. 2 FOR USE OF ROADS CORPORATION 3-929 ha

ROAD R2
2555 m²

ORIGINAL
SCALE SHEET SIZE
ES800 A3

SCALE
50 0 50 100 150 200
LENGTHS ARE IN METRES

LICENSED SURVEYOR
CLIFFORD BRIAN NEW
SIGNATURE
JBN21549
REF SP20163A PS1
VERSION 1

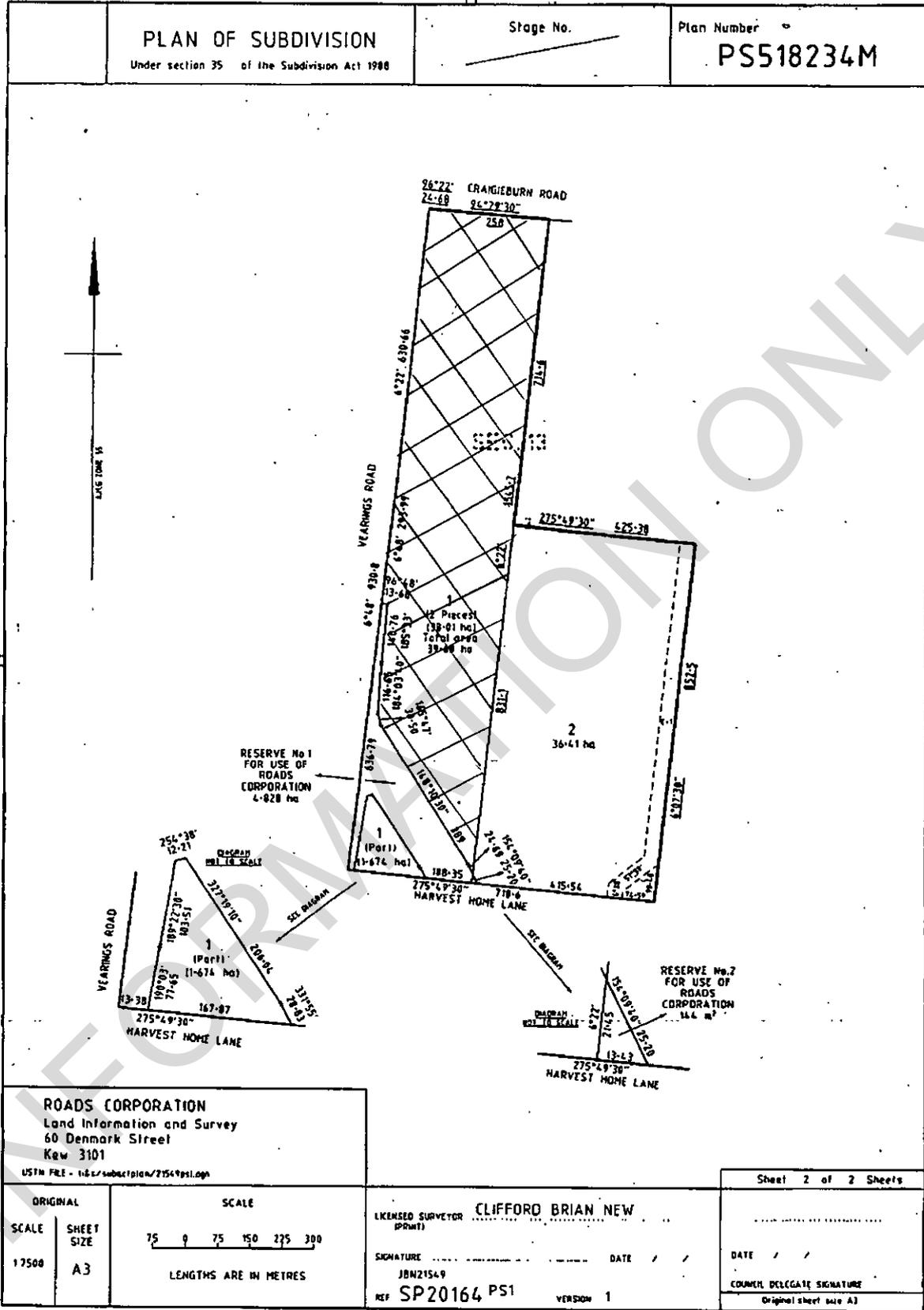
Sheet 3 of 4 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

AF771740P

10/04/2008 \$187 173



"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 time of subdivision) EPPING NORTH 3076 MGA Co-ordinates E 323765 (Of approx. centre of plan) N 5833875 Zone 55		Council Certification and Endorsement Council Name: Whittlesea City Council Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /
		LR use only Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / / LR use only PLAN REGISTERED TIME Date: / / Assistant Registrar of Titles.
		Notations Depth Limitations: NIL Survey: This plan is not based on survey. This survey has been connected to permanent marks no(s) - In Proclaimed Survey Area no -
Easement Information		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		
Easement Reference	Purpose	Width (Metres)
A-1	Carriageway	6.40
E-1	Sewerage	See Diag
E-2	Powerline	14
E-3	Electricity Supply	1.50
		Origin
		Land Benefited/in Favour Of
		Vol 5750 Fol 826 This Plan Lot A in this plan
		This Plan-Sect 88 of the Electricity Industry Act 2000 This Plan Lot A in this plan
		Lot A in this plan

HARVEST HOME ROAD

O'HERNS ROAD

Enlargement
A
1.125ha

B
42.39ha

ENLARGEMENT
NOT TO SCALE

coomes consulting

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

AF771740P

10/04/2008 \$187

Sheet 1 of 1 Sheets

DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

SCALE

100 0 100 200 300 400

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:10000 A3

LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy

SIGNATURE DATE 21/11/2023

REF: 3604-24 VERSION 3

FILE NAME: 3604p.dwg
FILE LOCATION: P:\PROJECTS\Subdivisions\3604-24\3604-24\SUBDIVISION\DWG
LAYOUT NAME: Layout1
SAVE DATE: Thu, 17 May 2007 10:32 LAST SAVED BY:



Maddocks

Date **2 Nov** /2007

AF771740P



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

**Agreement under Section 173
of the Planning and Environment Act 1987**

Subject Land: Aurora Estate

Purpose: Development Levies

Whittlesea City Council

and

Victorian Urban Development Authority

ONLY

INFORMATION

Interstate office
Sydney

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

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE *2 Nov* /2007

AF771740P



BETWEEN

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

(Council)

AND

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

(Owner)

RECITALS

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

THE PARTIES AGREE

1. DEFINITIONS

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

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

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

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

Act means the *Planning and Environment Act 1987*.

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

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

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

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

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

Amendment means Amendment C41 to the Planning Scheme.

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

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

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

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

Contribution Portion means 31.96% of the Transport Corridor Land.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

3.1 Development Contributions

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

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

3.2 Open Space Land and Project Land transfers

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

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

whichever is the earliest.

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

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

3.3 Transport Corridor land

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

3.3.2 the Council and the Owner acknowledge:

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

3.4 Road Infrastructure Projects

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



3.5 Non-Road Projects

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

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

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

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

3.5.5.1. if the Owner receives a tender for the construction of the Non-Road Project for a cost which is no greater than the Construction Cost for that project – the Owner shall cause the Non-Road Project to be constructed and delivered in accordance with the Working Drawings determined pursuant to clause 3.5.5; or

3.5.5.2. if the Owner does not receive a tender for the construction of the Non-Road Project at a cost which is no greater than the Construction Cost for that project – the Owner may elect to either:

- (a) review the design of the Non-Road Project through the submission of amended Working Drawings pursuant to clause 3.5.5 of this Agreement; or
- (b) construct and deliver the Non-Road Project in accordance with the Working Drawings determined pursuant to clause 3.5.5.

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

3.5.8 The Owner agrees that:

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

3.5.5.4. if the traffic engineer considers that up to 10 additional car parking spaces should be provided, the working drawings must include those additional car parking spaces.



4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN

The parties agree that:

4.1 Adjustment of costs

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

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

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

4.2 Review of Development Contributions Plan

4.2.1 Every fifth year from the Approval Date Council shall, in consultation with VicUrban, review the Development Contributions Plan, including in relation to the costing detail of Infrastructure Projects, the triggers for the delivery of Infrastructure Projects, the sequencing of the delivery of Infrastructure Projects and the continued necessity for Infrastructure Projects;

4.2.2 Council may, following a review undertaken pursuant to clause 4.2.1 of this Agreement, propose an amendment to the Development Contributions Plan;

4.2.3 The Development Contributions Plan may be amended only with the written agreement of both Council and VicUrban.

5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

5.1 VicUrban agrees that notwithstanding the sale of the Subject Land or part thereof to a 3rd party, VicUrban will remain responsible for and must deliver each of the Infrastructure Projects that are located entirely within the Subject Land or that part of the Subject Land and that VicUrban must make and put in place any private contractual arrangements necessary between itself and the 3rd party that is required to give full effect to this obligation.

5.2 VicUrban will, in respect of any development contributions delivered pursuant to this Agreement, keep proper records and accounts in accordance with its obligations.

5.3 VicUrban agrees that, if it becomes the owner in fee simple of any part of the Additional Area:

5.3.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;

5.3.2 the part of the Additional Area owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;

5.3.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the part of the Additional Area owned by VicUrban in accordance with section 181 of the Act.

5.4 VicUrban agrees that when the New Lot has been created and VicUrban has become the owner in fee simple of the New Lot:



5.4.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;

5.4.2 the New Lot owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;

5.4.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the New Lot owned by VicUrban in accordance with section 181 of the Act.

5.5 VicUrban agrees that if, after using its best endeavours, Council is unable to reach an agreement with the Department of Education and Early Childhood Development under clause 6.7 of this Agreement:

5.5.1 VicUrban shall provide land for the 3rd Oval which shall, in combination with the 1st Oval be 7.2ha in area, or such lesser amount as may be agreed between the Council and VicUrban;

5.5.2 if the 3rd Oval is provided and impacts on the land available for a Community Activity Centre, VicUrban must also offset the loss of land for the Community Activity Centre by providing sufficient replacement land or space within a building for the Community Activity Centre to Council's satisfaction;

5.5.3 the land provided under clause 5.5.2 will not be offset against any other public open space land or obligations in this Agreement.

6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

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

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

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

6.4 it will utilise any cash contributions received pursuant to clause 3.5.7, within a reasonable time, to provide alternative infrastructure projects in the ADP2 Area;

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

6.6 in respect of each Shared Cost Project, it will pay to the Owner the difference between the Construction Cost and the VicUrban Amount:

6.6.1.1 within 14 days of the Owner providing Council with a tax invoice for its proportion of any progress payment due under a contract in respect of that Shared Cost Project; or



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

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

7. FURTHER OBLIGATIONS OF THE OWNER

7.1 Notice and Registration

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

7.2 Further actions

The Owner further covenants and agrees that:

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

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

7.3 Council's Costs to be Paid

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

8. AGREEMENT UNDER SECTION 173 OF THE ACT

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

9. OWNER'S WARRANTIES

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



10. SUCCESSORS IN TITLE

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

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

11. GENERAL MATTERS

11.1 Notices

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

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

11.3 No Waiver

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

11.4 Severability

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



11.5 No Fettering of Council's Powers

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

11.6 Penalty for late payment

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

11.7 Lower order infrastructure

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

12. GOODS AND SERVICES TAX

- 12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

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

14. ENDING OF AGREEMENT

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

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14.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:

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

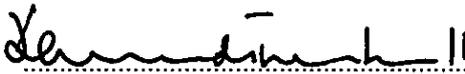
14.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.

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

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

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

)
)
)


.....

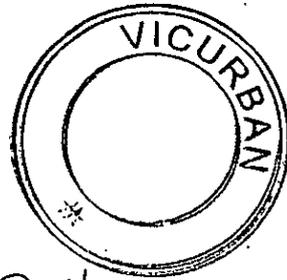
Chief Executive Officer

.....

Councillor

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

)
)
)




.....

Chief Executive Officer


.....

General Manager



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Schedule 1

Certificates of Title comprising the Subject Land

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

Does not exist

INFORMATION ONLY

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Schedule 2

Lower Order Infrastructure Items

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

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

Schedule 3

Specifications for Non-Road Projects

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

AF771740P



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

23 August 2007

Ref: 4605-06

Vicurban
 Level 12, 700 Collins Street
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

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

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

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

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-2-

Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully
PROWSE QUANTITY SURVEYORS PTY LTD



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

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

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

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

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/2

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

	Total Recreation Cost (From Above)	ITEM			13,460,000
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	TOTAL PROJECT COST - AURORA COMMUNITY INFRASTRUCTURE (Fixed Price Contract - November 2005)				21,440,000
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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL					\$ 944,000
PRELIMINARIES (Included Above)	-	%		\$	-
DESIGN VARIABLE	5.00	%		\$	47,000
COST ESCALATION TO TENDER	-	%		\$	-
COST ESCALATION DURING CONSTRUCTION	2.00	%		\$	20,000
CONTRACT CONTINGENCY	2.50	%		\$	25,000
PROFESSIONAL FEES	11.00	%		\$	114,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-

ANTICIPATED TOTAL PROJECT COST (Excluding GST) **\$ 1,150,000**
 (Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

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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 (16,000m ² , Approx 165x130m)	No	1	480,000	480,000
	Training lights (1 No oval)	No	1	30,000	30,000
	Car parking (Not Required)	ITEM			-
	Credit for D.E. & T. funds for oval (Nil)	ITEM			-
	Balance of funds	ITEM			(1,000)

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **430,000**
 (Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

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

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

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

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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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Note - carparking on next page

INFORMATION ONLY



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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,789,000

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ 2,200,000
(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL

\$ 1,356,000

PRELIMINARIES (Included Above)

- %

\$

-

DESIGN VARIABLE

5.00 %

\$

68,000

COST ESCALATION TO TENDER

- %

\$

-

COST ESCALATION DURING CONSTRUCTION

3.00 %

\$

43,000

CONTRACT CONTINGENCY

2.50 %

\$

37,000

PROFESSIONAL FEES

11.00 %

\$

166,000

LOOSE FURNITURE & EQUIPMENT (Excluded)

ITEM

\$

-

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 1,670,000

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 750,000





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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 1,670,000





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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,690,000**
 (Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

AF771740P

10/04/2008 \$187 173



AF771740P



Annexure

Plan identifying the

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

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

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

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

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1202352

APPLICANT'S NAME & ADDRESS

LEWIS O'BRIEN & ASSOCIATES C/- INFOTRACK
(SMOKEBALL) C/- LANDATA

DOCKLANDS

VENDOR

MISTRY, NISHA POURSHASP

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

655118

This certificate is issued for:

LOT 1440 PLAN PS623208 ALSO KNOWN AS 13 TOURMALINE DRIVE EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

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

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

21 November 2025

Sonya Kilkenny
Minister for Planning

From www.planning.vic.gov.au at 21 November 2025 02:16 PM

PROPERTY DETAILS

Address: **13 TOURMALINE DRIVE EPPING 3076**
 Lot and Plan Number: **Lot 1440 PS623208**
 Standard Parcel Identifier (SPI): **1440\PS623208**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **740167**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 G5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

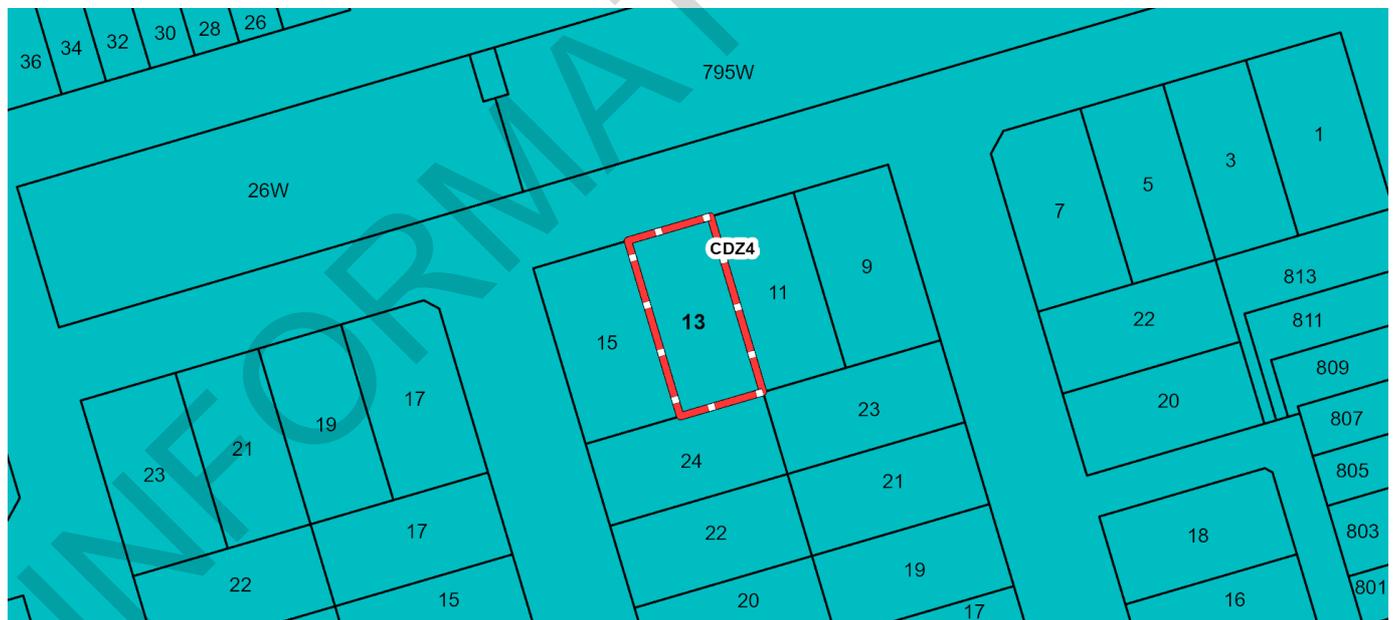
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



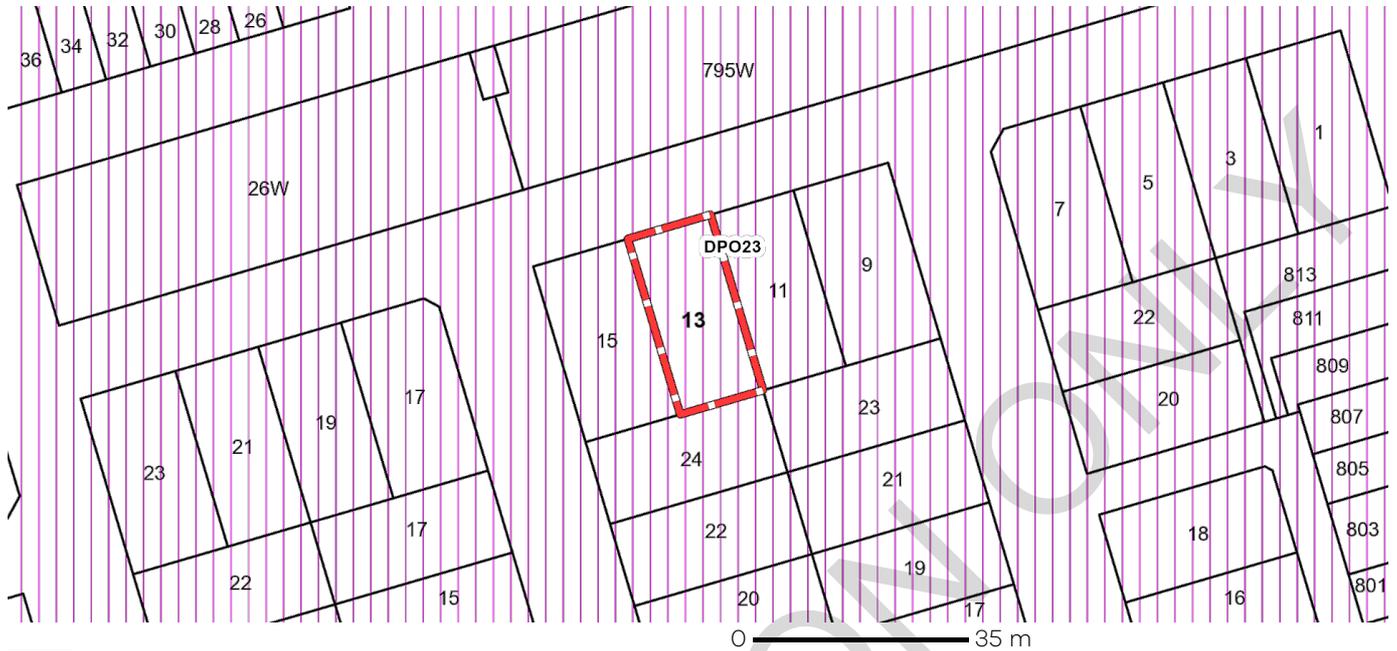
CDZ - Comprehensive Development

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)

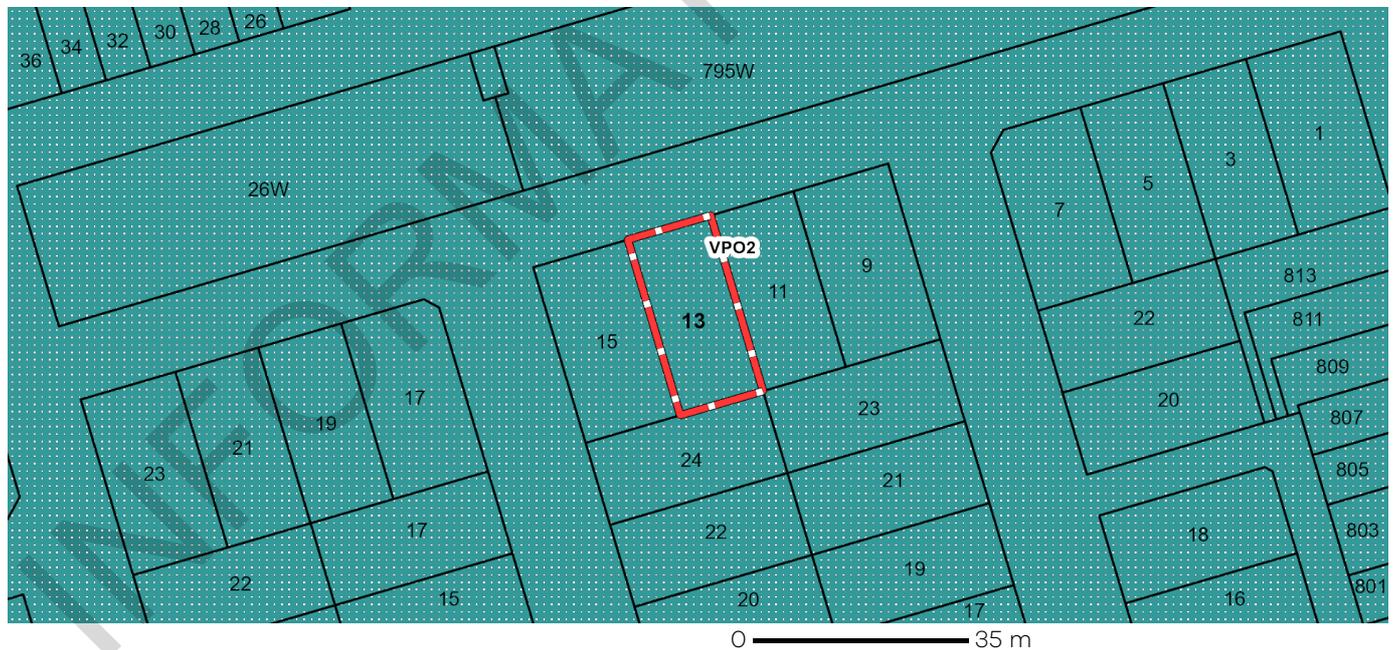


 **DPO - Development Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

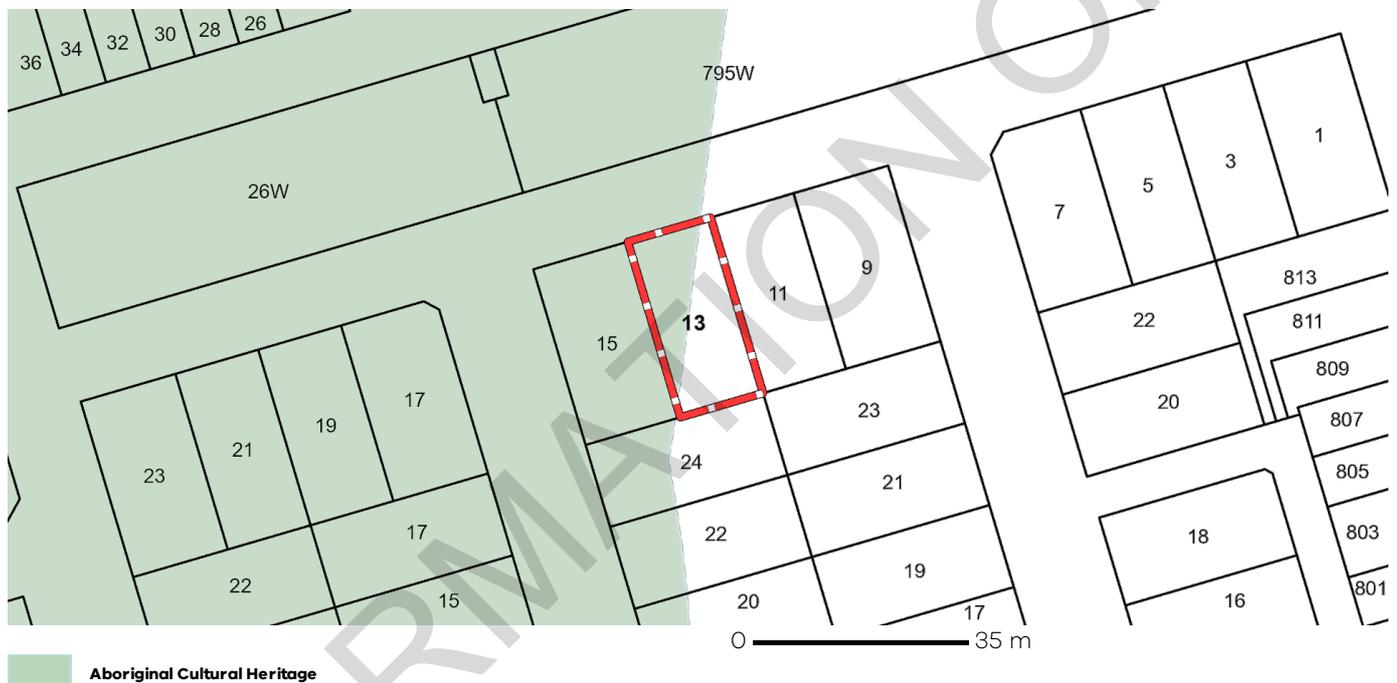
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 14 November 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Date of issue
24/11/2025

Assessment No.
740167

Certificate No.
178802

Your reference
78861309-017-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 13 Tourmaline Drive EPPING 3076

Description: LOT: 1440 PS: 623208B

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$675,000	\$400,000	\$33,750

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	\$1,595.93
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$116.78
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	-\$0.75
Interest to 24/11/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$542.61
Balance of rates & charges due:	\$1,620.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,620.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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 **740167**



Phone 1300 301 185
Ref **740167**



Biller Code **5157**
Ref **740167**

21st November 2025

Lewis O'Brien & Associates C/- InfoTrack (Smokebal
LANDATA

Dear Lewis O'Brien & Associates C/- InfoTrack (Smokebal,

RE: Application for Water Information Statement

Property Address:	13 TOURMALINE DRIVE EPPING 3076
Applicant	Lewis O'Brien & Associates C/- InfoTrack (Smokebal LANDATA
Information Statement	30992728
Conveyancing Account Number	7959580000
Your Reference	655118

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	13 TOURMALINE DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

Melbourne Water Property Information Statement

Property Address	13 TOURMALINE DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

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

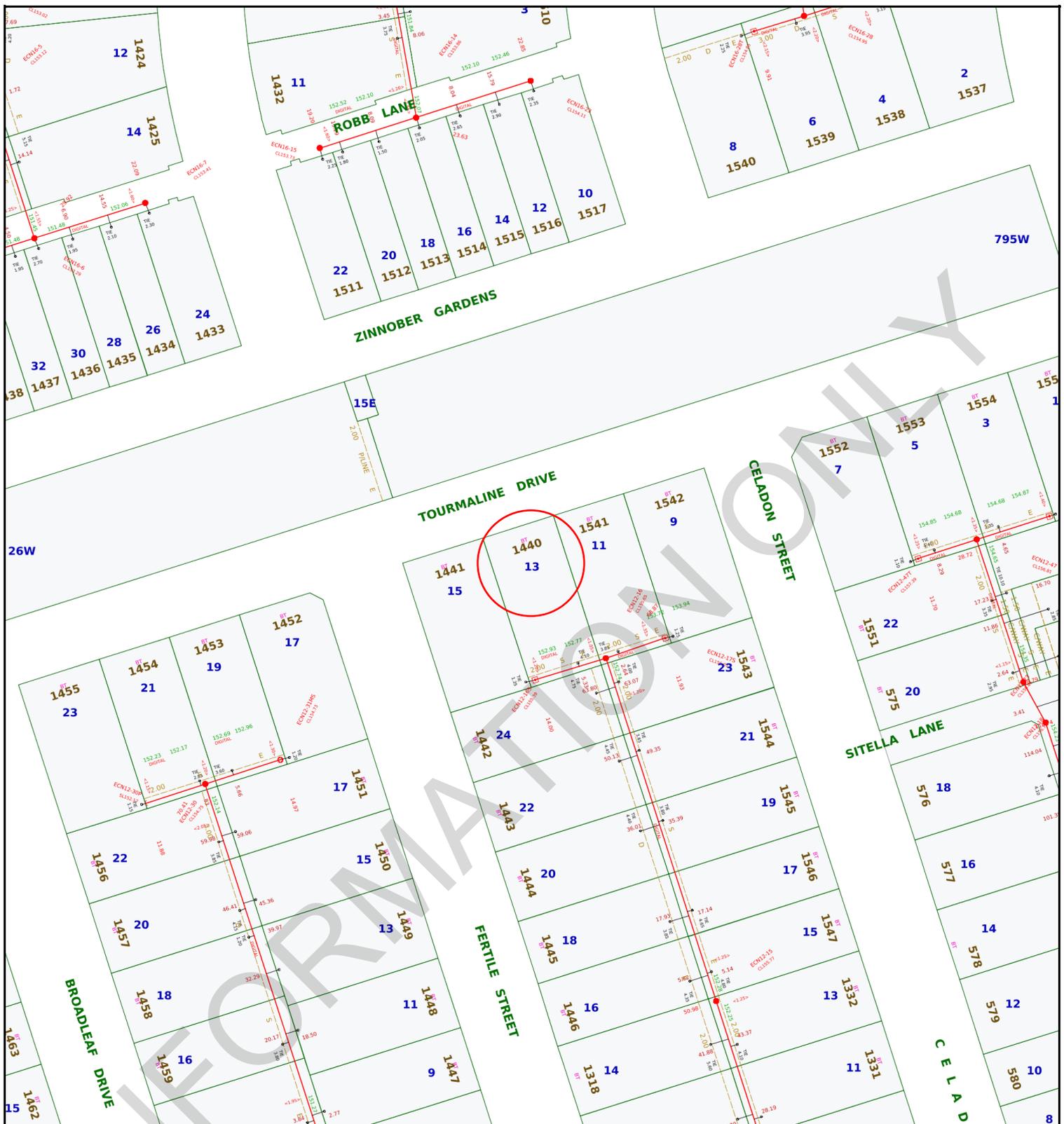
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30992728**

Address	13 TOURMALINE DRIVE EPPING 3076	
Date	21/11/2025	
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;

Lewis O'Brien & Associates C/- InfoTrack (Smokebal
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6548039123
Rate Certificate No: 30992728

Date of Issue: 21/11/2025
Your Ref: 655118

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 TOURMALINE DR, EPPING VIC 3076	1440\PS623208	1764920	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 41.800000kL x \$3.57240000 = \$149.33 Step 2 – 8.200000kL x \$4.68710000 = \$38.43 Estimated Average Daily Usage \$1.98	07-08-2025 to 10-11-2025	\$187.76	\$187.76
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Residential Recycled Water Usage Charge Recycled Water Usage – 10.000000kL x \$1.96810000 = \$19.68	07-08-2025 to 10-11-2025	\$19.68	\$19.68
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$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		\$405.42



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.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

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

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

Property No: 1764920

Address: 13 TOURMALINE DR, EPPING VIC 3076

Water Information Statement Number: 30992728

HOW TO PAY



Biller Code: 314567
Ref: 65480391238

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lewis O'Brien & Associates C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 655118

NO PROPOSALS. As at the 21th November 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®.

13 TOURMALINE DRIVE, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 21th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78861309 - 78861309135052 '655118'

Property Clearance Certificate

Land Tax



INFOTRACK / LEWIS O'BRIEN & ASSOCIATES

Your Reference: MIST2PL-02

Certificate No: 94322828

Issue Date: 21 NOV 2025

Enquiries: ESYSPROD

Land Address: 13 TOURMALINE DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37958919	1440	623208	11202	440	\$0.00

Vendor: POURSHASP MISTRY & NISHA MISTRY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR POURSHASP DARA MISTRY	2025	\$410,000	\$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
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$700,000

SITE VALUE (SV): \$410,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 94322828

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,680.00

Taxable Value = \$410,000

Calculated as \$1,350 plus (\$410,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94322828

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: 94322828

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / LEWIS O'BRIEN & ASSOCIATES

Your Reference: mist2PL-02

Certificate No: 94322828

Issue Date: 21 NOV 2025

Enquires: ESYSPROD

Land Address: 13 TOURMALINE DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37958919	1440	623208	11202	440	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$410,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94322828

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LEWIS O'BRIEN & ASSOCIATES

Your Reference:	MIST2PL-02
Certificate No:	94322828
Issue Date:	21 NOV 2025

Land Address: 13 TOURMALINE DRIVE EPPING VIC 3076

Lot	Plan	Volume	Folio
1440	623208	11202	440

Vendor: POURSHASP MISTRY & NISHA MISTRY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94322828

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: 94322823

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: 94322823

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.

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

Your Ref: **78861309-019-8**

4 December 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 13 (Lot 1440) Tourmaline Drive EPPING**

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

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**

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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

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.

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)