

# 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 10 HERMES STREET WOLLERT VIC 3750

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in 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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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 an 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 dd/mm/yyyy	
Print name(s) of person(s) 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 clear business days if none specified).	
Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	David Patto
State nature of authority if applicable e.g. 'director', 'attorney under power of attorney'	

The **day of sale** is the date by which both parties have signed this contract.

## Notice to purchasers of property “off-the-plan”

Section 9AA(1A), *Sale of Land Act 1962*

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

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

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

### Particulars of sale

#### Vendor’s estate agent

Name:	HARCOURTS RATA & CO
Address:	1/337 SETTLEMENT ROAD THOMASTOWN
Telephone:	03 9465 7766
Fax:	
Email:	nicole.jahne@rataandco.com.au.

#### Vendor

Name(s):	DAVID PATTO
Address:	
Telephone:	W: H:
Email:	

### Vendor's legal practitioner or conveyancer

Name:	Hillside Property Conveyancing
Address:	PO Box 303 DEER PARK VIC 3023
Telephone:	03 8390 1191
Fax:	03 8390 1192
Email:	info@hillsideconveyancing.com.au

### Purchaser

Name(s):	
Address:	
Telephone:	W: H:
Email:	

### Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Fax:	
Email:	

## Land (general conditions 3 and 9)

The land is described in the following table.

Certificate of Title reference				being lot	on plan
Volume	12380	Folio	652	4535	PS817680U
Volume		Folio			

or

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

The land includes all improvements and fixtures.

Property address  
The address of the land

10 HERMES STREET WOLLERT VIC 3750

Goods sold with the land  
General condition 2.3(f). List or attach schedule.

## Payment (general condition 11)

Price

Deposit

by  
dd/mm/yyyy

(of which [amount] 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:

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

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

### Settlement (general condition 10)

Is due on:  
dd/mm/yyyy

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

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

### Lease (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:

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

### 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

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	<input type="text"/>
Loan amount	<input type="text"/>
Approval date	<input type="text"/>

## Special conditions

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

## Contract of sale of real estate—Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

INFORMATION ONLY

# Contract of sale of real estate—general conditions

Part 2 of the standard form of contract 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.

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.

2.3 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.

2.4 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.

2.5 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**.

2.6 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.

## GUARANTEE and INDEMNITY

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

and ..... of .....

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

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

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

this ..... day of ..... 20.....

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

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

## Special Conditions

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

In these special conditions the following terms have the following meanings:

### 1. Definitions

**"Approvals"** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in connection with the development of the Site.

**"Authority"** means any government or any public, statutory, service authority, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**"Business Day"** means any day which is not a Saturday, Sunday or proclaimed public holiday in the State of Victoria.

**"Contract"** means this contract of sale and includes all enclosure and annexures. **"Claim"** means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), Loss, expenses and debts or liability of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

**"Deposit"** means an amount equal to the proportion of the price that is set out as the deposit in the particulars of sale.

**"General Conditions"** are the conditions set out in Part 2 of this Contract and being Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008 (Vic)*.

**"Loss"** means any loss (including loss of profit and loss of expected profit), claim, action, liability, proceedings, summons, demand, notice, damage, death, personal injury, suit, judgement, injunction, order, decree, cost, charge, expense, outgoing, payment, damages, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) Liabilities on account of any tax of any nature whatsoever;
- (b) Interest and other amounts payable to third parties;
- (c) Legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability;
- (d) Amounts paid in settlement of any claim or action; and
- (e) Consequential loss and damage (irrespective of its nature or occurrence).

**"Outgoings"** means all rates, taxes, assessments, fees and other outgoings and includes land tax, levies, fire insurance premiums, Owners Corporation fees or insurance premiums or other expenses levied in respect of the Property, but excludes any supplementary rates or taxes or other such rates assessment in respect of the Property after the Settlement Date which are the responsibility of the Purchaser.

**"Planning Scheme"** means the Whitehouse Planning Scheme.

**"Property"** means the property sold pursuant to this Contract. The terms Land, Site and Property, are used intermittently throughout these Special Conditions; however, they all mean the property sold pursuant to this Contract.

**"Property Controls"** means all existing and future planning, environmental, building and similar controls relating to the use or development of the Property, including (as applicable), the Planning Scheme and any planning permit.

**“Purchaser’s Rights”** means:

- (a) Claiming compensation
  - (b) Rescinding or purporting to rescind;
  - (c) Calling the Vendor amend title or bear any cost of doing so;
  - (d) Delaying settlement;
  - (e) Avoiding any of its obligations; and
  - (f) Making any other Claims,
- under or in connection with this Contract.

**“Settlement Date”** means the date on which the balance of the price must be paid by the Purchaser to the Vendor.

**“Vendor’s Agent”** means the estate agent or estate agents for the Vendor, if any, whose details are set out in the particulars of sale, or any other party nominated by the Vendor.

**“Vendor’s Statement”** means a statement made under section 32 of the *Sale of Land Act* 1962 (Vic), a copy of which is attached.

## 1.2 Interpretation

In this Contract:

### 1.2.1 a reference to:

- (a) any legislation or legislative provision include any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular include the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party’s executors, administrators, successors and permitted assigns; and
- (l) a condition, annexure or schedule is a reference to a condition, annexure of schedule of this Contract.

1.2.2 the words “including” or “includes” are not to be construed as words of limitation.

1.2.3 headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract; and

1.2.4 if the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.

1.3 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally, unless expressed to be only several.

1.4 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and endure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

1.5 If an act must be done on a specific day, which is not a Business day, the act must be done on the Business Day immediately after that specified day.

1.6 If a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down only to the extent necessary to ensure that is not illegal, invalid, void, voidable or unenforceable.

1.7 If it is not possible to read down a provision as required in special conditions 1.6, that provision is severable without affecting the validity or enforceability of the remaining part of that provision of the other provisions in this Contract

## 2. Acceptance of title

General condition 12.4 is added:

1. 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.

## 3. Electronic conveyancing

EC

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

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

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

3.3 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*.

3.4 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.

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

3.6 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.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

3.8 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.

3.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

3.10 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.

**4. Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. The Purchaser shall not requisition, object or claim compensation or delay settlement in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.

**5. No representations**

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

**6. 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 inspections by the relevant authorities in respect of any improvements herein.

**7. Deposit**

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

8.

**Guarantee**

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

9.

**Payment**

The purchaser must pay bank fees on up to six bank cheques at settlement; the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

**Land Description**

10.

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

11.

**Default**

Should the Purchaser default in payment of any of the purchase moneys herein then the purchaser will pay penalty interest on such outstanding moneys at the rate of sixteen percent (16%) from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General condition 26 does not apply to this contract.

11.1 The Purchaser acknowledges that:-

- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
- b. the losses and expenses described in Special Condition 12.1a. are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 25 of this Contract.

11.2 The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Stamps Act 1958 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.

11.3 The Purchaser agrees that a reasonably foreseeable loss under this contract includes any one or more of the following:

- a. the cost of obtaining bridging finance to complete the vendor's purchase of another property, including interest, legal costs, duty and other costs of or incidental to such bridging finance;
- b. interest and bank charges payable by the vendor under any existing loan or mortgage on the property hereby sold calculated from the due date of settlement;

c. any moving and storage expenses incurred by the vendor as and from the due date of settlement of the property hereby sold;

d. legal costs and expenses of the vendor on a representative and own client basis;

e. where the vendor is purchasing another property ("the vendors purchase") – all interest, expenses and legal costs payable to the vendor in respect of the vendor's purchase, arising from or in consequence of the default in payment of any moneys payable under this contract by the purchaser or owing to any breach of or failure by the purchaser to observe any of the terms and conditions of this contract..

**12. Existing Services and Utilities**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

**13. RATES CERTIFICATES**

The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

**14. CONDITION OF LAND**

The Purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

General Conditions 24.2, 24.5 and 24.6 do not apply to this Contract.

**15. STATEMENT OF ADJUSTMENTS**

Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to the Vendors representative of \$250.00 for the delay in receiving the Statement of Adjustments.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

**16. EXTENSION FOR FIANNACE AND DEPOSIT**

If the Purchaser request for a variation to the contract for an extension of the fiannace approval date and/or payment of the deposit monies due under the contract, the purchaser acknowledges that he/she must attend to the Vendor's representative (at and as condition of Settlement) legal costs of \$220.00 plus GST for each request.

**17. RE-SCHEDULING OF SETTLEMENT**

If settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or a later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's representative (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$440(including GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

**18. NOMINATION**

If the named Purchaser chooses to nominate a substitute or additional Purchaser the named Purchaser

shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

(a) If the nominated Purchaser or one of more of them is an incorporated body then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.

(b) Execute any other documents required by the Vendor's representative including a new Contract of Sale.

(c) The costs of such nomination are fixed at \$330.00 plus GST are acceptable by the Nominated Purchaser as being reasonable and shall be payable by the Nominated purchaser to the vendors' representative upon nomination by the purchaser.

## 19. GST Withholding

18.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

18.2 This special condition 5 applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.

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

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

18.6 The representative is taken to have complied with the requirements of special condition 5.5 if:

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

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

- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7 the vendor must:

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

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

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

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

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

18.10 The vendor warrants that:

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 5.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

18.12 This special condition will not merge on settlement.

## 19. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

**20 Special Condition – Building Report**

2. General Condition 21.2 has been amended by replacing the words “14 days” with the words “7 days”.

**21 Special Condition – Pest Report**

3. General Condition 22.2 has been amended by replacing the words “14 days” with the words “7 days”

**22 AUCTION (THIS SPECIAL CONDITION WILL APPLY IF THE PROPERTY IS OFFERED FOR SALE BY PUBLIC AUCTION)**

The property is offered for sale by public auction, subject to the vendor’s reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

**Vendor/supplier GST withholding notice**

**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.**

**Vendor: DAVID PATTO**

**Purchaser –**

**LAND DESCRIPTION**

**Volume 12380 Folio 652**

**Lot 4535 on Plan of Subdivision 817680**

**Address**

**10 HERMES STREET WOLLERT VIC 3750**

INFORMATION ONLY



MR DAVID PATTO  
C/- ZLATA DIZDAREVIC  
827B BALLARAT ROAD  
BALLARAT ROAD  
DEER PARK VIC 3023

Our reference: 7159522205781

Phone: **13 28 66**

3 June 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DAVID,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411071978243
Vendor name	DAVID PATTO
Clearance Certificate Period	2 June 2025 to 3 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	DAVID PATTO
<b>Property:</b>	10 HERMES STREET WOLLERT VIC 3750

**VENDORS REPRESENTATIVE**

Hillside Property Conveyancing

PO Box 303  
DEER PARK VIC 3023

Tel: 03 8390 1191

Fax: 03 8390 1192

Email: [info@hillsideconveyancing.com.au](mailto:info@hillsideconveyancing.com.au)

Ref: ZD-25/10667

SECTION 32 STATEMENT  
10 HERMES STREET WOLLERT VIC 3750

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s **and** as follows-

**Their total does not exceed \$6000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT  
10 HERMES STREET WOLLERT VIC 3750

(d) PLANNING

Planning Scheme: City of Whittlesea planning Scheme  
Responsible Authority: Whittleseay city council  
Zoning: R1Z - Residential 1 Zone  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the Building Act 1993 during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s,

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT  
10 HERMES STREET WOLLERT VIC 3750

**32I**    **TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**32K . DUE DILIGENCE CHECKLIST** (The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.) Is attached.

**32L. SWIMMING POOLS** In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in Particular Regulation 5.13 requiring provision of barriers to restrict access by some children to the swimming pool within 30 days after: (a) In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of Land Act (Vic) 1962 the date of completion of the Contract: and (b) In the case of a terms contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the Contract.

**32M . SELF CONTAINED SMOKE ALARMS** Since February 1997 all dwellings (as described under the regulations) will be required to have smoke detectors installed by January 31 1999 or if the property is sold any time prior to January 31 1999 then compliance must occur within thirty days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia (BCA) clause E1.7 and regulation 5.14 of the Building (Amendment) Regulations 1996. these provisions require self contained smoke alarms that comply with AS3786. If apply then it shall become the Purchaser's responsibility.

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

DAVID PATTO

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

SECTION 32 STATEMENT  
10 HERMES STREET WOLLERT VIC 3750

**Signature/s of the Purchaser**

x

INFORMATION ONLY

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12380 FOLIO 652

Security no : 124125028896E  
Produced 03/06/2025 08:51 PM

LAND DESCRIPTION

Lot 4535 on Plan of Subdivision 817680U.  
PARENT TITLE Volume 12280 Folio 012  
Created by instrument PS817680U 09/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DAVID PATTO of 10 HERMES STREET WOLLERT VIC 3750  
AV775904Y 23/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY170838G 03/07/2024  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS817680U 09/06/2022

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

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

DIAGRAM LOCATION

SEE PS817680U 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: 10 HERMES STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST  
Effective from 03/07/2024

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

INFORMATION ONLY



D Patto  
1275 Pascoe Vale Road  
BROADMEADOWS VIC 3047

023

Assessment number: 1171180

 To receive your rates notice via email, register at [whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: AAB988132Q

Issue date: 31/07/2024

### Instalment 1

**\$3,764.00**  
Due By 30/09/2024

\* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$528.00**  
Due By 30/11/2024

Instalment 3 **\$528.00**  
Due By 28/02/2025

Instalment 4 **\$528.00**  
Due By 31/05/2025

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

OR

Lump sum **\$5,348.00**  
Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

#### Property details 10 Hermes Street WOLLERT VIC 3750

LOT 4535 PS 817680U

Owner: Patto David

Ward : Ganbu Gulinj

#### Valuation details

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$400,000	\$725,000	\$36,250

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

#### Rates and charges

Balance Brought Forward \$3,232.77

#### Council Charges

General rate 36,250 x 0.04683579	\$1,697.80
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

#### State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 725,000 x 0.00008700	\$63.08
Waste Landfill Levy General 1 x 16.65	\$16.65

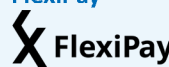





**Total \$5,348.00**



Payments received after 15 July 2024 may not be included on this notice

#### How to pay

 [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)  
  
 Phone 1300 301 185  
  
 **Council Offices**  
See the back of this notice for opening hours and locations

**BPAY**  
  
Biller Code: 5157  
Ref: 1171180  
BPAY this payment via internet or phone banking

**FlexiPay**  
  
Set up your flexible payment options.  
  
Scan the QR code or visit [whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)  
   

**Post Billpay**  
 **Post Billpay** Billpay Code: 0350  
Ref: 11711808  
Pay in person at any post office:  
 131 816 or  [postbillpay.com.au](https://postbillpay.com.au)  
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 11711808



\*350 11711808

## Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

**Instalments** – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

**Lump sum** – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

## Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at [whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au) using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au)

## Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit [whittlesea.vic.gov.au/rates](https://whittlesea.vic.gov.au/rates) or call us on 9217 2170.

## Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

## Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

## Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

## Date rates declared

21 May 2024

## Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

## Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au) or by calling 9217 2170. Health care cards are not accepted.

## Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

## Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at [ratingvaluationobjections.vic.gov.au](https://ratingvaluationobjections.vic.gov.au)

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

## Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

## Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

## Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

## Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

### Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,697.80
Farm*	0.02810147	\$1,018.68

\* Eligible ratepayers can apply for farm rate.  
Please see Council's website for the application form.



**City of  
Whittlesea**

📍 **South Morang**  
25 Ferres Boulevard,  
South Morang 3752  
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**  
63 Church Street, Whittlesea 3757  
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)  
**National Relay Service**  
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

🌐 [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



**Free telephone  
interpreter service**

**131 450**

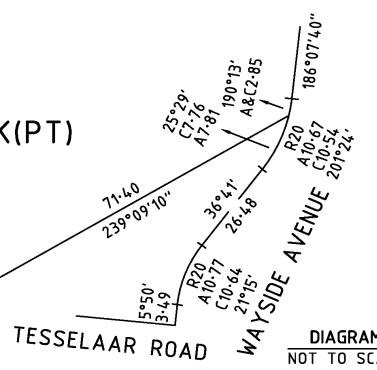
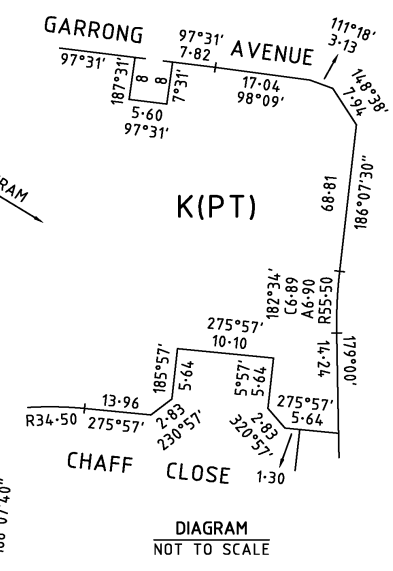
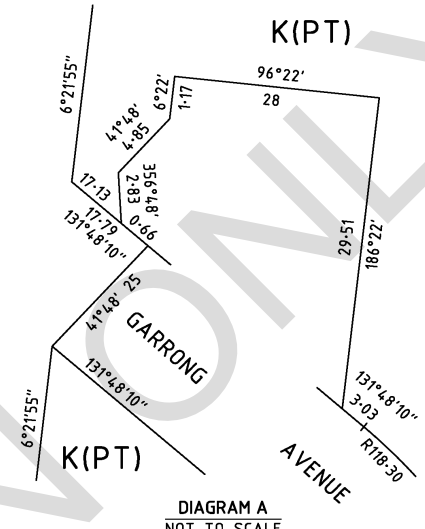
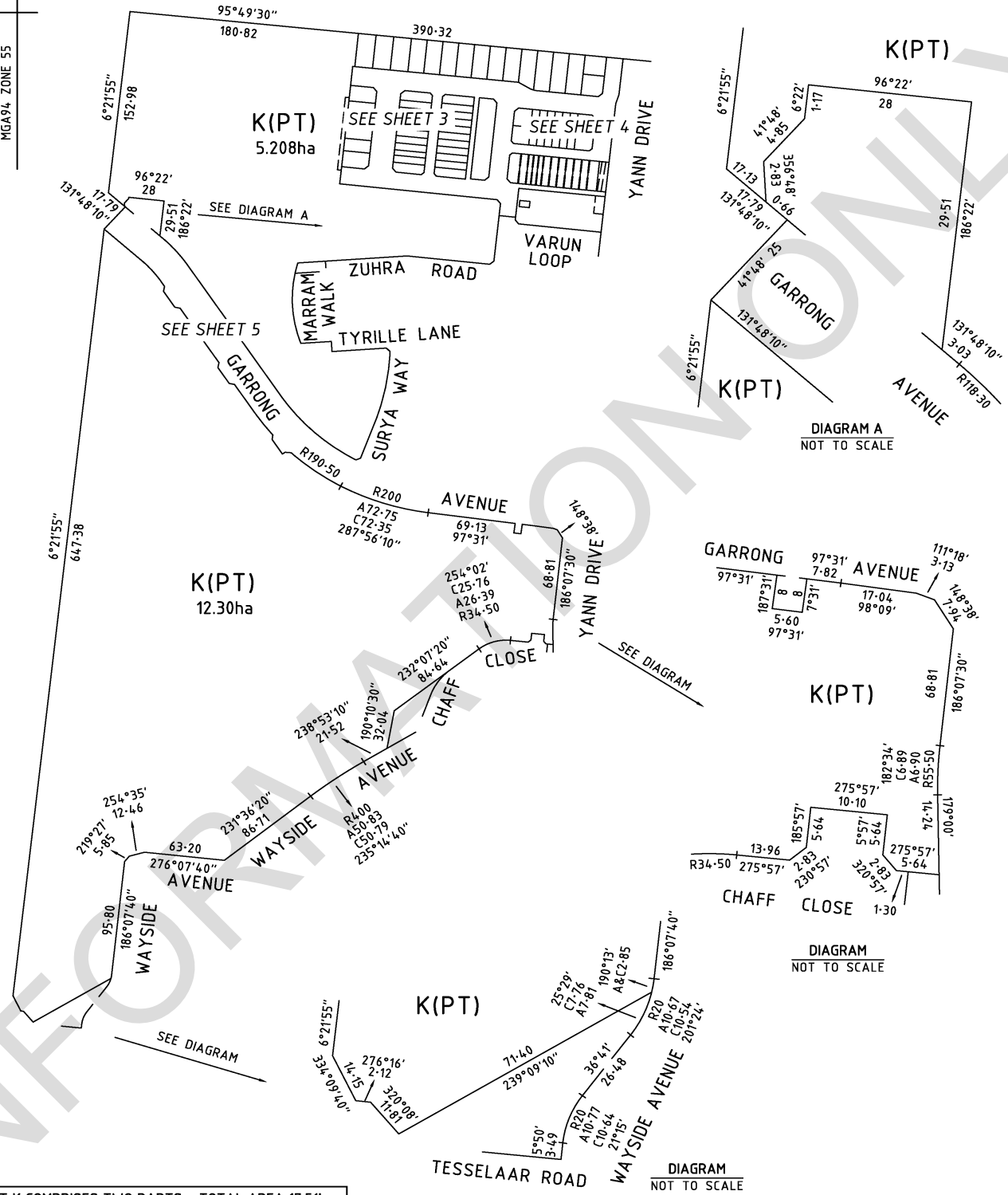
**Arabic** خدمة الترجمة الشفهية الهاتفية المجانية  
**Chinese Simplified** 免费电话传译服务  
**Chinese Traditional** 免費電話傳譯服務  
**Greek** Δωρεάν τηλεφωνική υπηρεσία διερμηνέων  
**Italian** Servizio di interpretariato telefonico gratuito

**Macedonian** Бесплатна телефонска услуга за преведување  
**Persian/Farsi** خدمات مترجم شفاهی تلفنی رایگان  
**Punjabi** ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ  
**Turkish** Ücretsiz telefonla tercümanlık servisi  
**Vietnamese** Dịch vụ thông dịch qua điện thoại miễn phí

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS817680U</b>	
<b>LOCATION OF LAND</b> <b>PARISH:</b> WOLLERT <b>TOWNSHIP:</b> — <b>SECTION:</b> 13 <b>CROWN ALLOTMENT:</b> 3 (PT)  <b>TITLE REFERENCE:</b> VOL. 12280 FOL. 012  <b>LAST PLAN REFERENCE:</b> PS817679D (LOT J)  <b>POSTAL ADDRESS:</b> 160B YANN DRIVE (at time of subdivision) WOLLERT 3750  <b>MGA CO-ORDINATES:</b> E: 323 150 ZONE: 55 (of approx centre of land N: 5 835 290 GDA 94 in plan)		Council Name: Whittlesea City Council  Council Reference Number: 610109 Planning Permit Reference: 610109 SPEAR Reference Number: S144207H  <b>Certification</b> This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/09/2019  <b>Statement of Compliance</b> 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: Renee Kueffer for Whittlesea City Council on 31/05/2022		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 4524 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 6.  LOT K CONTAINS TWO PARTS		
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION: 15.24m</b>				
This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 716352 <b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 303, 523, 552, 553, 554 & 529 In Proclaimed Survey Area No. —				
Estate: Aurora Phase No.: 45A No. of Lots: 66 + Lot K PHASE AREA: 2.813ha				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 4543 TO 4548 (BOTH INCLUSIVE) AND 4563 TO 4584 (BOTH INCLUSIVE)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	3	THIS PLAN	YARRA VALLEY WATER CORPORATION WHITTLESEA CITY COUNCIL
E-1	DRAINAGE	3	THIS PLAN	
E-2	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-2, E-4	SUPPLY OF GAS	SEE DIAG.	THIS PLAN SECTION 146 GAS INDUSTRY ACT 2001	AUSTRALIAN GAS NETWORKS (VIC) PTY LTD
E-3	POWERLINE	1.90	THIS PLAN SECTION 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-5	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOTS ON THIS PLAN
<b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1601251/45A 1601251-45A-PS-V12.DWG		ORIGINAL SHEET SIZE: A3
		Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (12), 30/05/2022, SPEAR Ref: S144207H		SHEET 1 OF 6  PLAN REGISTERED TIME: 1:53PM DATE: 9/6/22 E.Thai Assistant Registrar of Titles

PS817680U

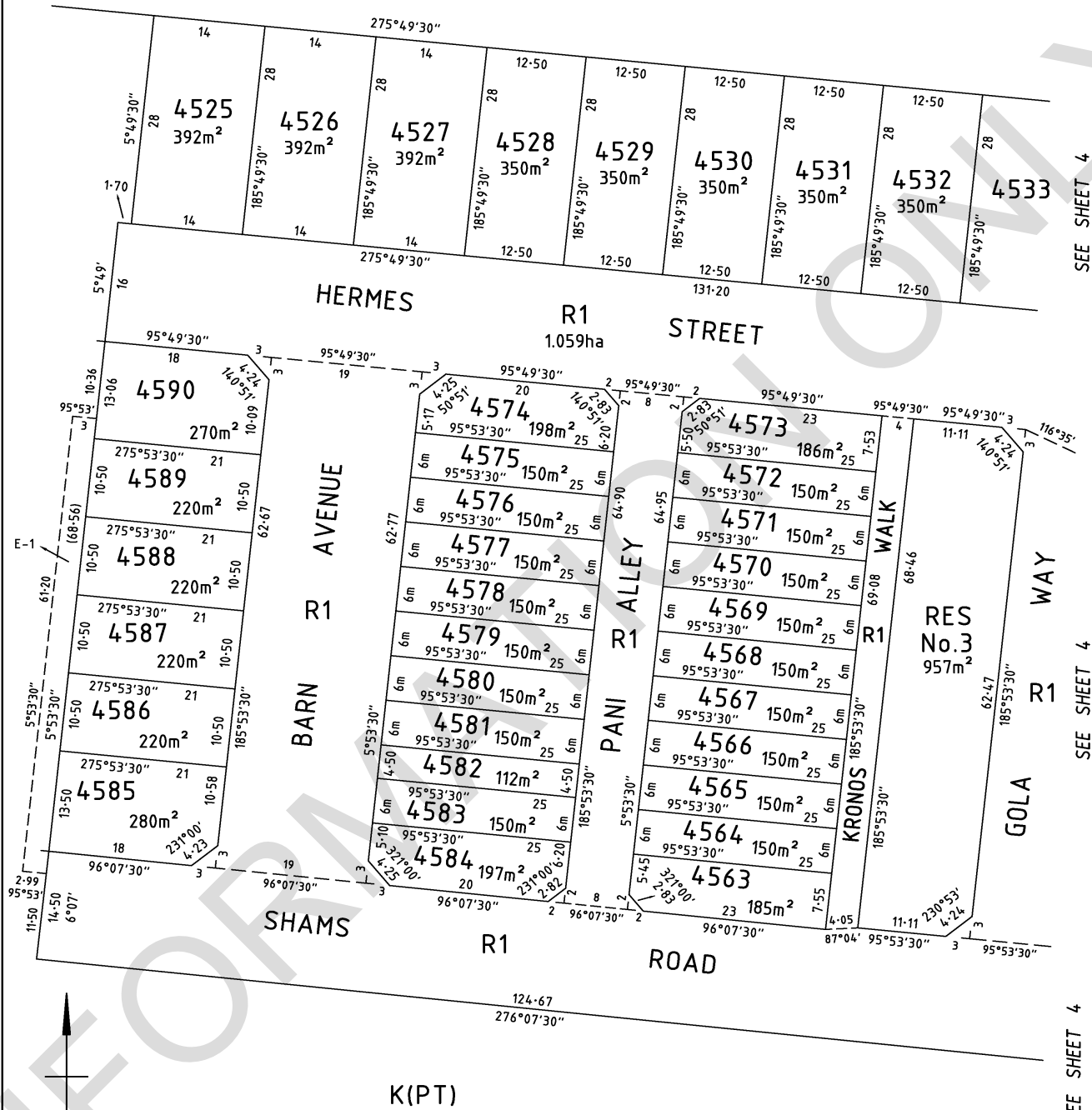


LOT K COMPRISES TWO PARTS - TOTAL AREA 17.51ha

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

SURVEYORS REF 1601251/45A	SCALE 1 : 3000	30 0 30 60 90 120 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (12), 30/05/2022, SPEAR Ref: S144207H		Digitally signed by: Whittlesea City Council, 31/05/2022, SPEAR Ref: S144207H		

PS817680U



SEE SHEET 4

SEE SHEET 4

SEE SHEET 4



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

SURVEYORS REF 1601251/45A  
 SCALE 1 : 500  
 Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (12), 30/05/2022, SPEAR Ref: S144207H

5 0 5 10 15 20  
 LENGTHS ARE IN METRES  
 Digitally signed by: Whittlesea City Council, 31/05/2022, SPEAR Ref: S144207H

ORIGINAL SHEET SIZE: A3  
 SHEET 3

PS817680U

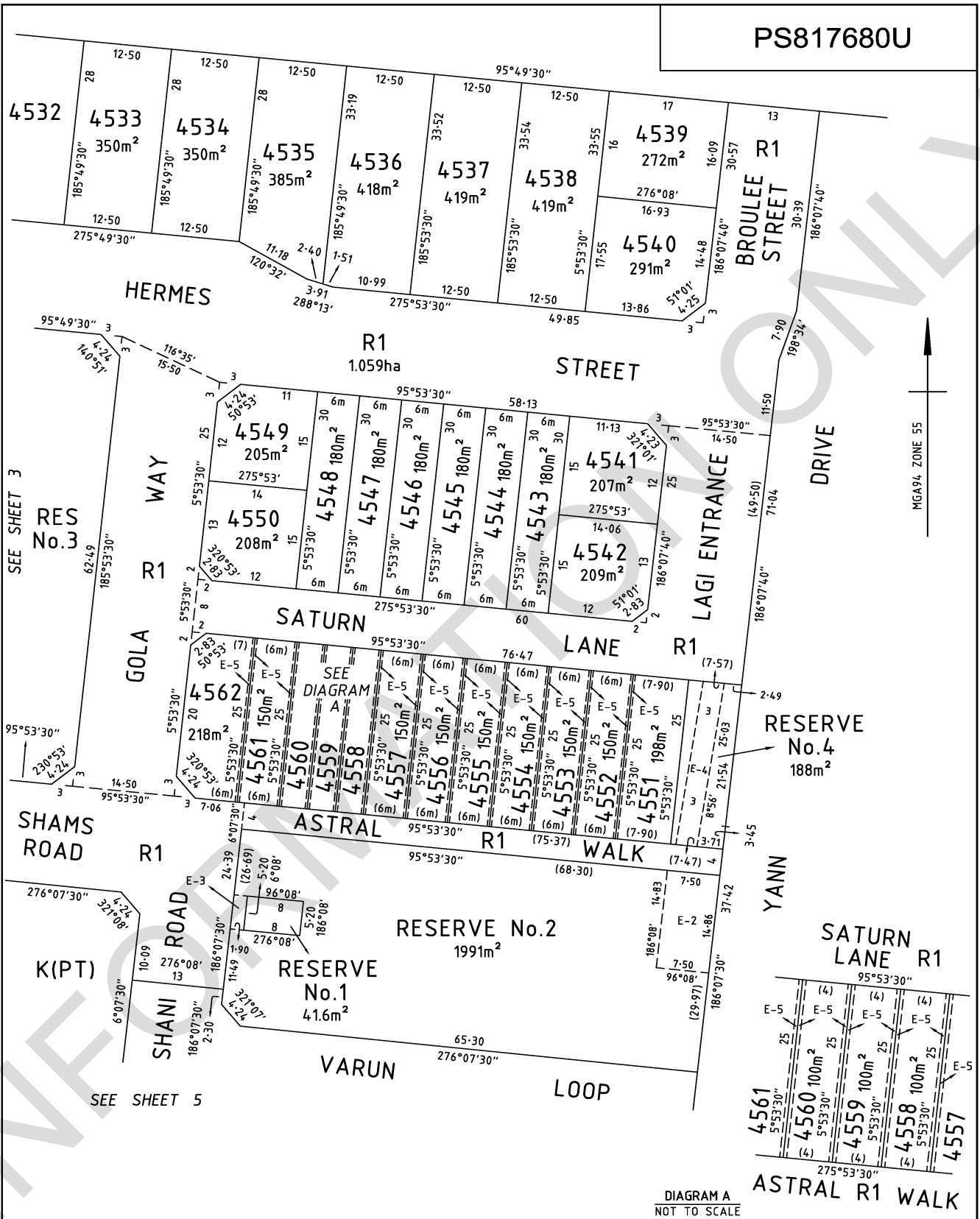

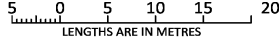


DIAGRAM A  
NOT TO SCALE

 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS REF 1601251/45A	SCALE 1 : 500	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (12), 30/05/2022, SPEAR Ref: S144207H		Digitally signed by: Whittlesea City Council, 31/05/2022, SPEAR Ref: S144207H		



## SUBDIVISION ACT 1988

PS817680U

### CREATION OF RESTRICTION 'A'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

**LAND TO BENEFIT & TO BE BURDENED:**

LOTS 4525 TO 4590 (BOTH INCLUSIVE)

**DESCRIPTION OF RESTRICTION:**

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

BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED AND SITED IN ACCORDANCE WITH THE MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No. AA8447

**EXPIRY:**

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2031.

### CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

**LAND TO BENEFIT & TO BE BURDENED:**

LOTS 4525 TO 4590 (BOTH INCLUSIVE)

**DESCRIPTION OF RESTRICTION:**

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

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

**EXPIRY:**

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2031.

**FORM 2**

**Building Act 1993**  
Building Regulations 2018 - Regulation 37(1)  
**Building Permit No. CBS-U 66127/3167600317470**

**Issue to**

Agent of Owner: **PD Studio**  
Postal Address: **Suite 101/1500 Pascoe Vale Road, COOLAROO VIC**  
Email: [admin@pd.net.au](mailto:admin@pd.net.au)  
Address for serving or giving of documents:

Postcode: **3048**  
Telephone: **9972 7667**

Contact Person: **Suite 101/1500 Pascoe Vale Road, COOLAROO VIC**  
**Fran Santulan**

Postcode: **3048**  
Telephone: **9972 7667**

**Ownership Details**

Owner: **David Patto**  
Postal Address: **10 Hermes Street, WOLLERT VIC**  
Email: [dpatto72@gmail.com](mailto:dpatto72@gmail.com)  
Contact Person: **David Patto**

Postcode: **3750**  
Telephone: **9972 7667**

**Property Details**

Number: **10** Street/Road: **Hermes Street** Suburb: **Wollert** Postcode: **3750**  
Lot/s: **4535** LP/PS: **817680U** Volume: **12380** Folio: **652**  
CA: **3 (Part)** Section No: **13** Parish: **Wollert** County: **n/a**  
Municipal District: **Whittlesea City Council**

**Builder**

Name: **Yousha Property Group Pty Ltd**  
Telephone: **0449 912 261**  
Registration no.: **CDB-U 58777**  
Postal Address: **27 Freeman Street, CAMPBELLFIELD VIC**  
Postcode: **3061**

**Domestic Builder - Unlimited**

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

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Albert Tuzon	Draftsperson - Building Design (Architectural)	DP-AD 38191
Halil Akdeniz	Engineer - Civil	PE0001506

**Details of Domestic Building Work Insurance**

Name of Builder: **Yousha Property Group Pty Ltd**  
Name of Issuer or Provider: **Insurance House PTY LTD**  
Policy Number: **C725348**  
Policy cover: **\$300,000.00**

**Nature of Building Work**

Construction of a New Single Storey Dwelling & Associated Garage  
Storeys contains: **1**  
Version of BCA applicable to permit: **BCA Vol.2 2019**  
Stage of Building Work Permitted: **Entire - Dwelling & Garage**  
Cost of Building Work: **\$375,000.00**  
Total floor area of new building work m<sup>2</sup>: **230**

**BCA Classification**

Part of Building: **Dwelling** Class: **1a(a)**  
Part of Building: **Associated Garage** Class: **10a**

### Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

### Protection Work

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

### Inspection Requirements

The mandatory inspection notification stages are:

1. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. Final Inspection
5. Retaining Wall: Bored Piers Inspection
6. Retaining Wall: Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

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

### Commencement and Completion

This building work must commence by 01 September 2023

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

This building work must be completed by 01 September 2024

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


### Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

### Relevant Building Surveyor

Name: **Opes Permits Pty Ltd**  
Address: **824 Pascoe Vale Road, GLENROY VIC 3046**  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
Building practitioner registration no.: **CBS-U 66127**  
Municipal district: **Whittlesea City Council**

### Designated Building Surveyor

Name: **Oktay Ozelik**  
Permit no.: **CBS-U 66127/3167600317470**  
Building practitioner registration no.: **BS-L 72286**  
Date of issue of permit: **01 September 2022**  
Signature: 

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.



Form 18

Section 181

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

*Planning and Environment Act 1987*

**AF771740P**



Lodged at the Land Titles Office by:

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

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

Land: Volume 10776 Folio 057, Volume 10728 Folio 557, Volume 10716 Folio 293, Volume 10104 Folio 491, Volume 9075 Folio 530, Volume 9497 Folios 457 and 458, Volume 8816 Folio 666, Volume 8957 Folio 491 and part of Volume 9457 Folio 951 and Volume 10799 Folio 539 and more particularly being the area shown as hatched on the attached plan marked "A" and more particularly being the area shown as hatched on the attached plan marked "B" and part of Volume 10673 Folios 806 and 807 and more particularly being the area shown as hatched on the attached plan marked "C".  
*Handwritten notes: "being part of lots 1, 2, 3 on PS 518235K", "cross", "being part of lot 1 on PS 518235K", "cross", "being part"*

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

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

A copy of the agreement is attached to this application

Signature for the Authority: *[Handwritten Signature]*

2

Name of officer:

DAVID TURNBULL

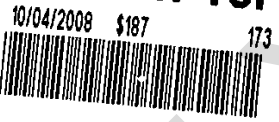
Office held:

CEO

Date:

14/3/08

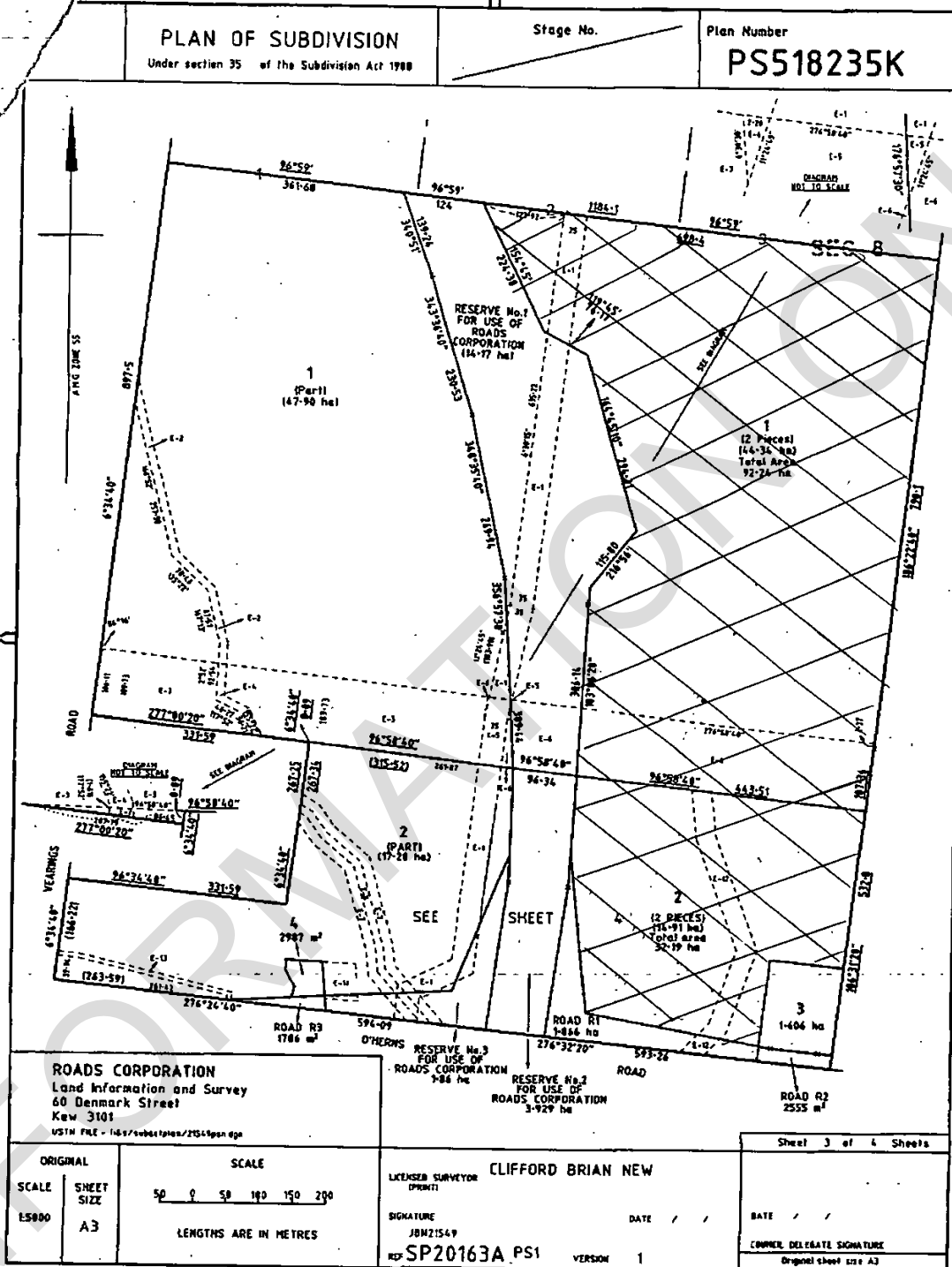
AF771740P



INFORMATION ONLY

"A"

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



**ROADS CORPORATION**  
 Land Information and Survey  
 60 Denmark Street  
 Kew 3101  
 UTM FILE - 148740811000/27014000.000

ORIGINAL  
 SCALE 1:5000  
 SHEET SIZE A3

SCALE  
 50 100 150 200  
 LENGTHS ARE IN METRES

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

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

AF771740P

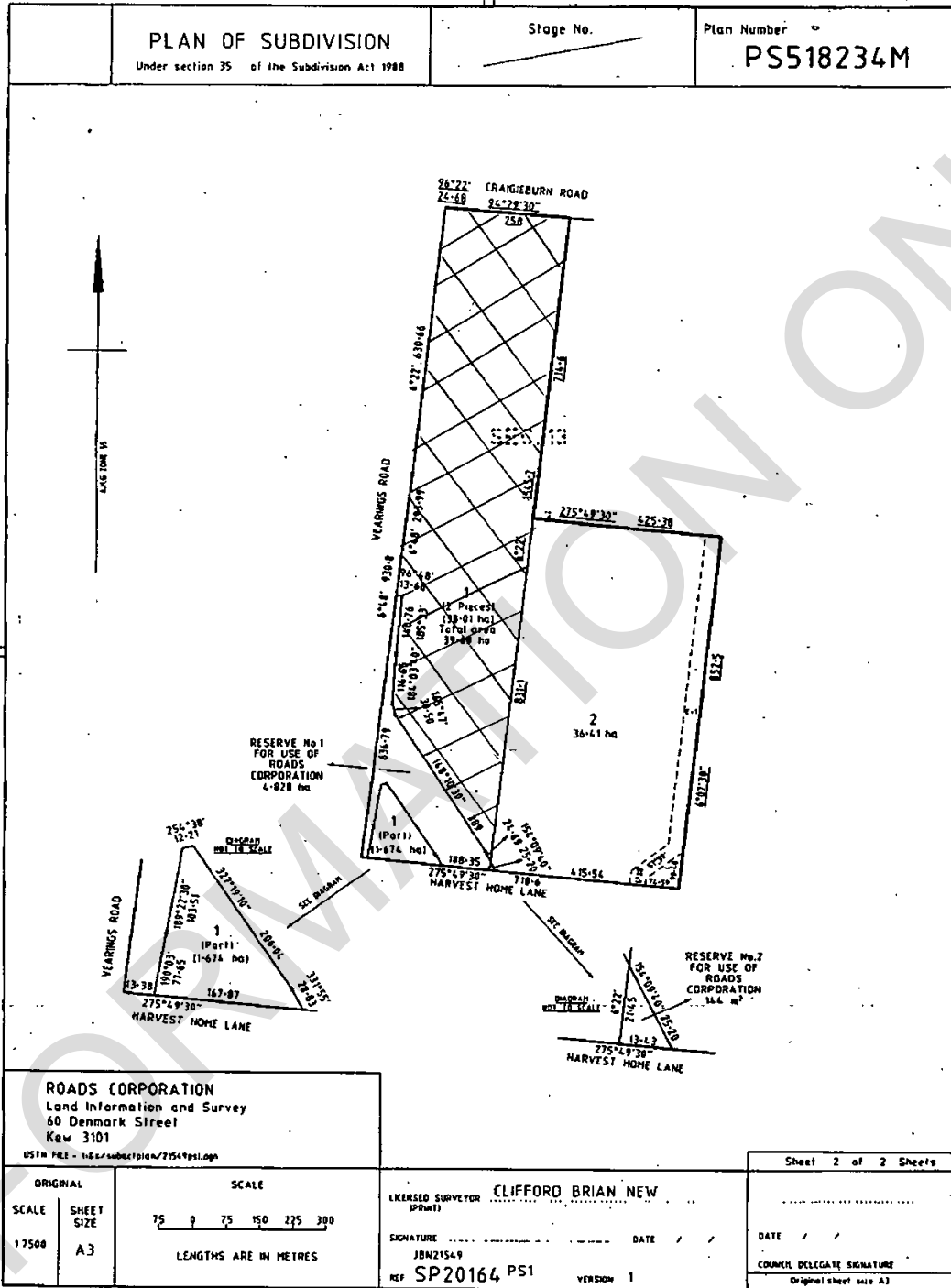
10/04/2008 \$187 173



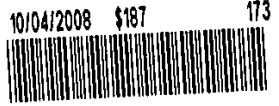
View Image

"B"

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



**AF771740P**



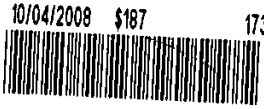




**Maddocks**

Date *2 Nov* 2007

**AF771740P**



Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0688  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://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**

**AF771740P**

10/04/2008 \$187 173



## Table of Contents

1.	<b>DEFINITIONS</b> .....	1
2.	<b>INTERPRETATION</b> .....	4
3.	<b>DEVELOPMENT CONTRIBUTIONS</b> .....	4
3.1	Development Contributions.....	4
3.2	Open Space Land and Project Land transfers.....	5
3.3	Transport Corridor land.....	6
3.4	Road Infrastructure Projects.....	6
3.5	Non-Road Projects.....	7
4.	<b>REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN</b> .....	8
4.1	Adjustment of costs.....	8
4.2	Review of Development Contributions Plan.....	9
5.	<b>OTHER SPECIFIC OBLIGATIONS OF VICURBAN</b> .....	9
6.	<b>SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS</b> .....	10
7.	<b>FURTHER OBLIGATIONS OF THE OWNER</b> .....	11
7.1	Notice and Registration.....	11
7.2	Further actions.....	11
7.3	Council's Costs to be Paid.....	11
8.	<b>AGREEMENT UNDER SECTION 173 OF THE ACT</b> .....	11
9.	<b>OWNER'S WARRANTIES</b> .....	11
10.	<b>SUCCESSORS IN TITLE</b> .....	12
11.	<b>GENERAL MATTERS</b> .....	12
11.1	Notices.....	12
11.2	Service of Notice.....	12
11.3	No Waiver.....	12
11.4	Severability.....	12
11.5	No Fettering of Council's Powers.....	13
11.6	Penalty for late payment.....	13
11.7	Lower order infrastructure.....	13
12.	<b>GOODS AND SERVICES TAX</b> .....	13
13.	<b>COMMENCEMENT OF AGREEMENT</b> .....	13
14.	<b>ENDING OF AGREEMENT</b> .....	13
	<b>SCHEDULE 1</b> .....	15
	<b>SCHEDULE 2</b> .....	16

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

DATE 2 16/11/2007

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.

AF771740P

173

187

10/04/2008



**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 Construction Cost x 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.

AF771740P

173

10/04/2008 \$187



**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:

AF771740P

10/04/2008 \$187



- 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:

AF771740P

10/04/2008 \$187 173



- 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:

AF771740P

10/04/2008 \$187 173



- (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 3<sup>rd</sup> 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 3<sup>rd</sup> 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:

AF771740P



- 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

AF771740P



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.

AF771740P

173

10/04/2008 \$187



**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**

---

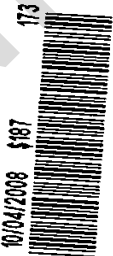
Unless otherwise provided in this Agreement, this Agreement commences from the Approval Date.

**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.

AF771740P



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:

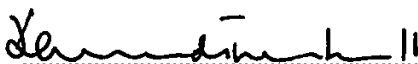
14.2.1 the Agreement will end in relation to that allotment; and

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

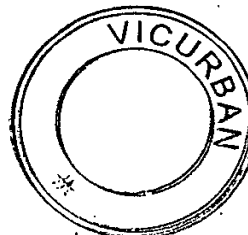
.....

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



AF771740P

10/04/2008 \$187 173



### Schedule 1

#### Certificates of Title comprising the Subject Land

- Lot 1 on PS504599W ~ 10776.557
- That part of Lot 1 on PS518235K which is east of the Craigieburn Bypass ~ 9457.951
- That part of Lot 2 on PS518235K which is east of the Craigieburn Bypass 10799.539
- Lot 2 on PS510647D ~ 10728.557
- Lot 2 on PS518234M ~ 10716.293
- That part of Lot 1 on PS518234M which is east of the Craigieburn Bypass 8997.011  
9457.951
- Lot 1 on PS113791 ~ 10102.491
- Lot 3 on PS113855 ~ 9075.530
- Lot 1 on PS141634 ~ 9497.457
- Lot 2 on PS141634 ~ 9497.458
- Lot 1 on Title Plan 821252F ~ 8816.666
- Lot 2 on PS096565 ~ 8957.491
- Lot B on PS449515L

Does not exist

INFORMATION ONLY

**AF771740P**



## 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

**AF771740P**

10/04/2008 \$187 173



INFORMATION ONLY



**PROWSE QUANTITY SURVEYORS PTY LTD**

**AF771740P**



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

23 August 2007

Ref: 4605-06

Vicurban  
Level 12, 700 Collins Street  
Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

South West Football/Cricket Facility	\$ 2,600,000
Norther P-12 Football/Cricket Oval (No Pavilion)	\$ 720,000
Central P-6 Football/Cricket oval (No Pavilion)	\$ 430,000
Central Soccer Facility	\$ 1,880,000
North West Soccer Facility	\$ 1,880,000
Eastern Tennis Court Facility	\$ 920,000
Northern P-12 Tennis Court Facility (No Pavilion)	\$ 360,000
Bocce Rink Facility x 4 (No Pavilion)	\$ 100,000
Northern P-12 Single Court School Gym Upgrade	\$ 2,270,000
Central P-6 Single Court School Gymnasium	\$ 1,000,000
North West 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
<hr/>	
<b>Anticipated Total Project Cost (including GST)</b>	<b>\$ 21,440,000</b>
(Fixed Price Contract – November 2005)	
<hr/>	

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

**AF771740P**

10/04/2008 \$187 173



-2-

Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully  
**PROWSE QUANTITY SURVEYORS PTY LTD**



VINCENT LAU



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

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

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

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

AF777740P  
 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**  
**SUMMARY OF FACILITIES**

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban REF U/2

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Creeds Farm Community Childcare</b> To be advised	ITEM			TBA
U/11A	<b>Harvest Home Road CAC (Early Childhood Focus)</b> 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	<b>Northern P-12 CAC (General Focus)</b> 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	<b>Sth Town Centre CAC (Skills, Training, Resources)</b> 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
	<b>Total Community Cost</b>	ITEM			7,980,000

	<b>Total Recreation Cost (From Above)</b>	ITEM			13,460,000
--	---	------	--	--	------------

	<b>TOTAL PROJECT COST - AURORA COMMUNITY INFRASTRUCTURE</b> (Fixed Price Contract - November 2005)				21,440,000
--	---	--	--	--	------------

**AF771740P**





**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 (\$)
<b>Football / Cricket Ovals and Pavilion</b>					
	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
<b>Site Works and External Services</b>					
	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)

**AF771740P**





**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 (\$)
	<b>Oval Works</b>				
	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)

<b>SUB-TOTAL</b>					<b>\$ 1,001,000</b>
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				\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 1,220,000</b>

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Site Works and External Services</b>				
	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)

<b>SUB-TOTAL</b>					<b>\$ 189,000</b>
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				\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 230,000</b>

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$197 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Oval Works</b>				
	Senior Ovals (16,000m2, Approx 165x130m)	No	1	480,000	480,000
	Training lights (1 No oval)	No	1	30,000	30,000
	Car parking (Not Required)	ITEM			-
	Credit for D.E. & T. funds for oval (Nil)	ITEM			-
	Balance of funds	ITEM			(1,000)
<b>SUB-TOTAL</b>					<b>\$ 509,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 620,000</b>
(Fixed Price Contract - November 2005)					

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Site Works and External Services</b>				
	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)
<b>SUB-TOTAL</b>					<b>\$ 82,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 100,000</b>
(Fixed Price Contract - November 2005)					

**AF771740P**

10/04/2008 - \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Football / Cricket Pavilion (Not Provided)</b>				
	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	-	-	-
	<b>Oval Works</b>				
	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			-
	<b>Site Works and External Services</b>				
	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			-

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

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

**AF771740P**





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>Soccer Pitches and Pavilion</b>					
	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
<b>Site Works and External Services</b>					
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas	ITEM			6,000
	Boundary walls, fences and gates	ITEM			4,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			8,000
	External stormwater drainage	ITEM			6,000
	External sewer drainage	ITEM			4,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			2,000
	External light & power	ITEM			5,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,500

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Oval Works</b>				
	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
<b>SUB-TOTAL</b>					<b>\$ 682,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 830,000</b>

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Site Works and External Services</b>				
	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)
<b>SUB-TOTAL</b>					<b>\$ 171,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 210,000</b>

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>Soccer Pitches and Pavilion</b>					
	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
<b>Site Works and External Services</b>					
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas	ITEM			6,000
	Boundary walls, fences and gates	ITEM			4,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			8,000
	External stormwater drainage	ITEM			6,000
	External sewer drainage	ITEM			4,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			2,000
	External light & power	ITEM			5,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,500

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

JOB 4605  
 DATE 23/08/2007  
 FECA -  
 UCA -  
 REF U7B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Oval Works</b>				
	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

<b>SUB-TOTAL</b>					\$ 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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 830,000</b>

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Site Works and External Services</b>				
	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)

<b>SUB-TOTAL</b>					\$ 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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 210,000</b>

(Fixed Price Contract - November 2005)

**AF771740P**





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>Tennis Pavilion</b>					
	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	-
<b>Site Works &amp; External Services</b>					
	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)

<b>SUB-TOTAL</b>					<b>\$ 353,000</b>
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			\$	-
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 430,000</b>
(Fixed Price Contract - November 2005)					

**AF771740P**  
 10/04/2008 \$187 173

**AF771740P**

10/04/2008 \$187 173



Note - carparking on next page

INFORMATION ONLY



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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Tennis Courts</b>				
	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
<b>SUB-TOTAL</b>					<b>\$ 304,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 370,000</b>

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Site Works &amp; External Services</b>				
	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
<b>SUB-TOTAL</b>					<b>\$ 98,000</b>
	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			\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<b>\$ 120,000</b>

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Tennis Pavilion (Not Provided)</b>				
	Pavilion including amenities (FECA)	M2	-	-	-
	<b>Tennis Courts</b>				
	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			-
	<b>Site Works &amp; External Services</b>				
	Site preparation & demolition	ITEM			10,000
	Roads, footpaths and paved areas	ITEM			10,000
	Boundary walls, fences and gates	ITEM			5,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			10,000
	External sewer drainage (Nil)	ITEM			-
	External water supply	ITEM			5,000
	External gas reticulation (Nil)	ITEM			-
	External fire protection (Nil)	ITEM			-
	External light & power	ITEM			10,000
	External communications (Nil)	ITEM			-
	Balance of funds	ITEM			(5,000)

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>New Building Works</b>					
	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
<b>Site Works and External Services</b>					
	Site preparation & demolition	ITEM			15,000
	Roads, footpaths and paved areas	ITEM			30,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			40,000
	External stormwater drainage	ITEM			35,000
	External sewer drainage	ITEM			20,000
	External water supply	ITEM			10,000
	External gas reticulation	ITEM			5,000
	External fire protection	ITEM			10,000
	External light & power	ITEM			25,000
	External communications	ITEM			2,000
	Balance of funds	ITEM			2,500

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>New Building Works (Not Provided)</b>					
	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	-	-	-
<b>Extra Over Standard DE&amp;T Facility Costs</b>					
	Upgrade standard DE&T basketball court to a netball court (Increase size to 36x20m)	NO	1	240,000	240,000
<b>Site Works and External Services</b>					
	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

<b>SUB-TOTAL</b>				\$	<b>262,000</b>
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			\$	-
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>				\$	<b>320,000</b>
(Fixed Price Contract - November 2005)					

**AF771740P**  
 10/04/2008 \$187 173



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

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING**  
**CENTRAL P-6 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 (\$)
<b>New Building Works</b>					
	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)
<b>Site Works and External Services</b>					
	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

<b>SUB-TOTAL</b>		\$	<b>821,000</b>
PRELIMINARIES (Included Above)	- %	\$	-
DESIGN VARIABLE	5.00 %	\$	41,000
COST ESCALATION TO TENDER	- %	\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$	17,000
CONTRACT CONTINGENCY	2.50 %	\$	22,000
PROFESSIONAL FEES	11.00 %	\$	99,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$	-

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

**AF771740P**





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

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

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

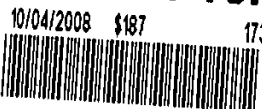
CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>New Building Works</b>					
	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)
<b>Site Works and External Services</b>					
	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

<b>SUB-TOTAL</b>		<b>\$ 821,000</b>
PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 41,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 17,000
CONTRACT CONTINGENCY	2.50 %	\$ 22,000
PROFESSIONAL FEES	11.00 %	\$ 99,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

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

**AF771740P**





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Core CAC:</b> Generated by Neighbourhood Demand Refer to Sub total (1) over	ITEM			921,000
	<b>Core CAC:</b> Generated by Regional Demand Refer to Sub total (2) over	ITEM			387,000
	<b>Circulation</b>				
	Circulation (FECA)	M2	154	1,100	169,400
	Canopies / verandahs (UCA)	M2	77	700	53,900
	<b>Extra over items</b>				
	Commercial kitchen equipment & coolers	ITEM			60,000
	Operable walls and auto doors	ITEM			25,000
	<b>Site Works and External Services</b>				
	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

<b>SUB-TOTAL</b>		\$	<b>1,789,000</b>
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 (\$)
<b>Core CAC: Generated by Neighbourhood Demand Entry</b>					
	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
<b>Main Hall</b>					
	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
<b>Kitchen &amp; Food Service Centre</b>					
	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
<b>Meeting Rooms</b>					
	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
<b>Common Amenities</b>					
	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
<b>Sub-Total (1) - Regional Demand Facilities</b>		<b>ITEM</b>			<b>921,000</b>
<b>Core CAC: Generated by Regional Demand PAG (ADASS)</b>					
	Activity room1 (FECA)	M2	60	1,500	90,000
	Activity room 2 (FECA)	M2	80	1,500	120,000
	Office (FECA)	M2	16	1,750	28,000
	Accessible toilets/amenities/sick bay (FECA)	M2	30	2,400	72,000
	Storage (FECA)	M2	20	1,100	22,000
	Ext to kitchen for food services centre (FECA)	M2	20	2,000	40,000
	Outdoor area (OPEN)	M2	60	250	15,000
<b>Sub-Total (2) - Regional Demand Facilities</b>		<b>ITEM</b>			<b>387,000</b>

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>Core CAC: Generated by Neighbourhood Demand</b>					
<b>MCH</b>					
	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
<b>Preschool (Double)</b>					
	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
<b>Extra over items</b>					
	Operable walls and auto doors	ITEM			25,000
<b>Site Works and External Services</b>					
	Site preparation & demolition	ITEM			24,000
	Roads, footpaths and paved areas	ITEM			24,000
	Car parking (12 spaces)	ITEM			36,000
	Boundary walls, fences and gates	ITEM			30,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			60,000
	External stormwater drainage	ITEM			30,000
	External sewer drainage	ITEM			12,000
	External water supply	ITEM			6,000
	External gas reticulation	ITEM			3,000
	External fire protection	ITEM			6,000
	External light & power	ITEM			18,000
	External communications	ITEM			3,000
	Balance of funds	ITEM			(1,720)

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

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

**ANTICIPATED TOTAL PROJECT COST (Excluding GST)**

(Fixed Price Contract - November 2005)

\$ **1,670,000**

**AF771740P**





**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 (\$)
	<b>Entry</b>				
	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
	<b>Kitchen &amp; Food Service Centre</b>				
	Kitchen (domestic) (FECA)	M2	25	2,000	50,000
	Kitchen store (FECA)	M2	12	2,000	24,000
	<b>Meeting Rooms</b>				
	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
	<b>Common Amenities</b>				
	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
	<b>Circulation</b>				
	Circulation (FECA)	M2	46	1,100	51,040
	Canopies / verandahs (UCA)	M2	23	700	16,240
	<b>Extra over items</b>				
	Operable walls and auto doors	ITEM			25,000
	<b>Site Works and External Services</b>				
	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 (\$)
<b>Core CAC: Generated by Neighbourhood Demand</b>					
<b>MCH</b>					
	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
<b>Preschool (Double)</b>					
	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
<b>Extra over items</b>					
	Operable walls and auto doors	ITEM			25,000
<b>Site Works and External Services</b>					
	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)

<b>SUB-TOTAL</b>					<b>\$ 1,356,000</b>
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 (\$)
	<b>Core CAC:</b> Generated by Neighbourhood Demand Refer to Sub total (1) over	ITEM			488,900
	<b>Core CAC:</b> Generated by Regional Demand Refer to Sub total (2) over	ITEM			375,000
	<b>Circulation</b>				
	Circulation (FECA)	M2	98	1,100	107,800
	Canopies / verandahs (UCA)	M2	49	700	34,300
	<b>Extra over items</b> Operable walls and auto doors	ITEM			50,000
	<b>Site Works and External Services</b>				
	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)**

(Fixed Price Contract - November 2005)

\$ **1,690,000**

**AF771740P**





**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

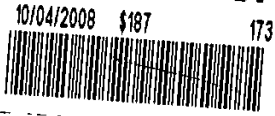
ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<b>Core CAC: Generated by Neighbourhood Demand</b>					
<b>Entry</b>					
	Entry (FECA)	M2	35	1,700	59,500
	Coordinators storage (FECA)	M2	6	1,100	6,600
	Coordinators offices (FECA)	M2	32	1,750	56,000
	Offices for NGO's (FECA)	M2	40	1,750	70,000
<b>Main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

# Your quarterly bill



MR D PATTO  
10 HERMES ST  
WOLLERT VIC 3750

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	30 4205 2293
Invoice number	3048 1990 43420
Issue date	13 May 2025
Property address	10 HERMES ST WOLLERT
Property reference	5275661, LOT 4535
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

Previous bill	\$338.22
Payment received thank you	-\$848.22
Balance carried forward	\$510.00 CR
<b>This bill</b>	
Usage charges	\$78.99
Service charges	
Water supply system	\$20.64
Sewerage system	\$118.19
Other authority charges	
Waterways and drainage	\$30.44
Parks	\$21.74
Total this bill (GST does not apply)	\$270.00
Total balance	\$240.00 CR



### Recycled water is available.

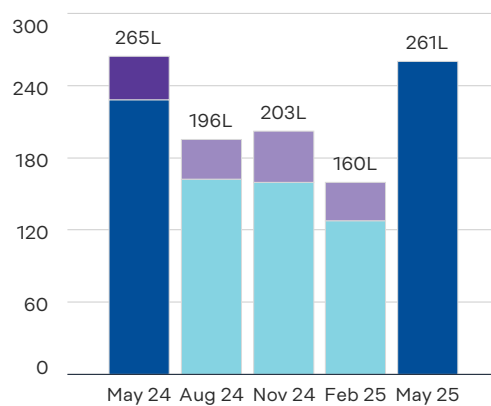
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



- Usage charges
- Service charges
- Other authority charges

## Your household's daily water use

Target 150L of water use per person, per day.

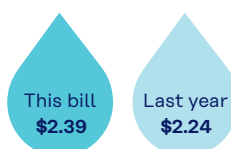


Average use in litres per day

- Water
- Recycled water

## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.



## How to pay



### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call 1300 304 688.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
Yarra Valley Water  
BSB: 033-885  
Account number: 304292045



### BPAY®

Bill code: 344366  
Ref: 304 2052 2937



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: 555 054 118T



### Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: 3042  
Ref: 3048 1990 43420



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: 1300 362 332

MR D PATTO

Account number	30 4205 2293
Invoice number	3048 1990 43420
Balance	\$240.00 CR
Pay as per your payment arrangement	

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD36765 (Recycled Water)	24kL -	24kL =	0kL
From 13 Feb 2025 - 12 May 2025			(88 days)
<b>Total</b>	<b>0.000kL</b>		<b>\$0.00</b>

Meter number	Current reading	Previous reading	Usage
YATD131397	187kL -	164kL =	23kL
From 13 Feb 2025 - 12 May 2025			(88 days)

Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	23.000kL x	\$3.4342 =	\$78.99
<b>Total</b>	<b>23.000kL</b>		<b>\$78.99</b>
<b>Total usage charges</b>			<b>\$78.99</b>

## Your charges explained

- **Water and sewer usage charge**  
**13 February 2025 - 12 May 2025**  
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**  
**1 April 2025 - 30 June 2025**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 April 2025 - 30 June 2025**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
  - Waterways and drainage charge**  
**1 April 2025 - 30 June 2025**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
  - Parks charge**  
**1 April 2025 - 30 June 2025**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit [yvw.com.au/concession](http://yvw.com.au/concession).

## Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>		廣東話	1300 921 362
🌐 <a href="http://yvw.com.au">yvw.com.au</a>		Ελληνικά	1300 931 364
🗣️ TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	<b>03 9046 4173</b>

## Next meter reading:

Between 6-13 Aug 2025

## Register your concession\*

Save up to 50% on your water and sewer charges.

🌐 [yvw.com.au/concessions](http://yvw.com.au/concessions)  
📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

## Using recycled water safely

Recycled water is great for watering gardens, washing clothes and flushing toilets, but it's not for drinking, preparing food or bathing. It's important to check your connection annually, to make sure your recycled water isn't connected to your drinking water supply. For more information including how to check your connection, visit [yvw.com.au/recycledwater](http://yvw.com.au/recycledwater)

Enquiries: (03) 9217 2170  
Assessment: 1171180

17 August 2022

D Patto  
1275 Pascoe Vale Rd  
BROADMEADOWS VIC 3047

Dear D Patto

**Confirmation of property ownership change**  
**Location - 10 Hermes Street WOLLERT 3750 (LOT: 4535 PP: 817680U)**

Please be advised we now have you recorded as the registered owner/s of the above property. Any future changes to your postal address must be sent in writing. The current property valuations for rating purposes are shown below.

Site Value	Capital Improved value	Net Annual Value
\$0	\$0	\$0

The **site value** is market value of the land only. The **capital improved value** is the market value of land and all existing buildings (used to calculate the State Fire Services Levy). The **net annual value** is either 5% of the capital improved value for residential properties (fixed by legislation) or the current annual rental value for non-residential properties (used to calculate the General Rate). Below is a summary of the rates and charges for the current financial year.

nil		
Overdue balance as at 30/06/2022		\$0.00
Interest charges incurred this rating year up to		\$0.00
Other adjustments including legal costs (net)		\$0.00
<i>Less</i> Pensioner Concessions		\$0.00
Sustainable Land Management Rebate		\$0.00
Payments received this financial year		\$0.00
<b>Balance of rates &amp; charges</b>		<b>\$0.00</b>
Other property related charges		
<b>Balance as at 17 August 2022</b>		<b>\$0.00</b>

Prior to a property ownership change it is common for a financial adjustment to be made for the rates and charges by a solicitor or conveyancer handling the settlement of your property purchase. Queries on such adjustments should be directed to your solicitor or conveyancer. The Annual Rates Notice is posted to all ratepayers in July each year with an annual allocation of waste vouchers.

You are not required to do anything at the present time **unless**:

- you need to advise us of a change in addressing, or

**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**

- you need to nominate an authorised person/contact for the rates account, or
- require information on waste management, or
- you are required to make payment of rates and charges as shown below, or
- you need to provide written authorisation for Council to be able to discuss any rates and charges matter for this property with people that you nominate. An authorised contact form must be completed for this purpose and can be obtained by calling our office on 9217 2170 or from our website using the following link:  
<https://www.whittlesea.vic.gov.au/about-us/rates/paying-your-rates/>

### Do you have a swimming pool or spa on your property?

State legislation now requires owners to register all swimming pools and spas (including inflatable/relocatable) with Council and have their barriers inspected and certified every four years.

If the pool/spa has previously been registered with Council, you will receive a letter confirming that the property owner name recorded on the register, the applicable barrier standard that applies to the swimming pool/spa, and the date by which the next certificate of pool and spa barrier compliance is required to be provided to Council by you as the owner.

If the pool/spa has not previously been registered, please contact Council on 9217 2259 or email [buildplan@whittlesea.vic.gov.au](mailto:buildplan@whittlesea.vic.gov.au) to clarify the action you need to undertake.

For further information on the new safety standards for private swimming pools and spas please visit our website via [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely



**Bronya Laskovsky**  
Unit Manager Strategic Revenue

<b>Total payable immediately</b> \$0.00
--

### Payment Methods



**Bill**er Code 5157  
Reference 1171180



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
(enter 1171180)



**1300 301 185**  
(press 1 and then 1171180)



Locked Bag 1  
Bundoora MDC 3083



**Council Offices**  
8.30am – 5.00 pm  
Mon - Fri

### 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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service



**131 450**



Enquiries: (03) 9217 2170  
Assessment: 1171180

17 August 2022

D Patto  
1275 Pascoe Vale Rd  
BROADMEADOWS VIC 3047

**Account summary of rates & charges**  
**Property address - 10 Hermes Street WOLLERT 3750**

Capital Improved Value	Site Value	Net Annual Value
\$0	\$0	\$0
<b>Level of values date</b>	1 January 2022	
<b>Valuation operative date</b>	1 July 2022	

Overdue balance as at 30/06/2022	\$0.00
Interest charges incurred this rating year	\$0.00
Other adjustments including legal costs (net)	\$0.00
nil	
<i>Less</i> Pensioner concessions	\$0.00
Sustainable land management rebate (if eligible)	\$0.00
Payments received this rating year	\$0.00
<b>Total Balance as at 17 August 2022</b>	<b>\$0.00</b>

**Payment Methods**



**Biller Code** 5157  
**Reference** 1171180



**1300 301 185**  
(press 1 and then 1171180)



**Council Offices**  
8.30am – 5.00 pm  
Mon - Fri



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
(enter 1171180)



Locked Bag 1  
Bundoora MDC 3083

**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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service



**131 450**

## Domestic Building Insurance

## Certificate of Insurance

**David Patto**  
25 Oasis Ave  
MICKLEHAM  
VIC 3064

Policy Number:  
**C725348**

Policy Inception Date:  
**16/08/2022**

Builder Account Number:  
**087168**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **Lot 4535 Hermes Street Wollert VIC 3750 Australia**  
Carried out by the builder: **YOUSHA PROPERTY GROUP PTY LTD**  
Builder ACN: **617938888**

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

For the building owner(s): **David Patto**  
Pursuant to a domestic building contract dated: **25/07/2022**  
For the contract price of: **\$ 375,000.00**  
Type of Cover: **Cover is only provided if YOUSHA PROPERTY GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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

### Period of Cover

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

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

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

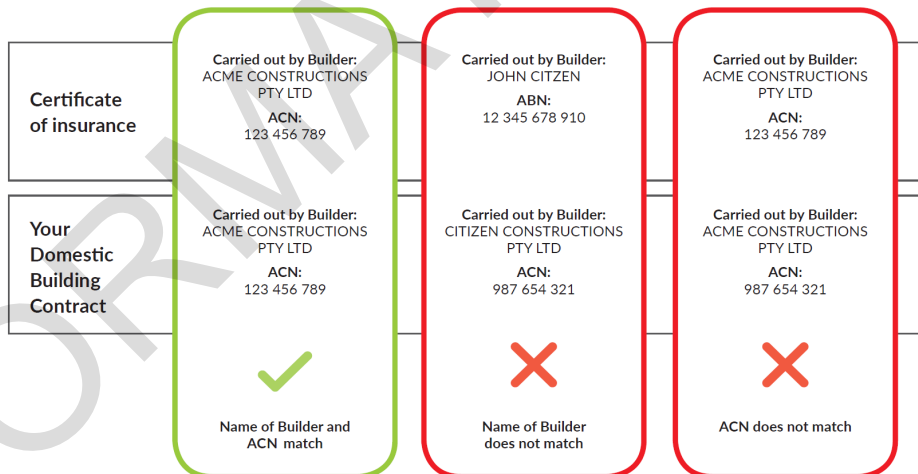
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,933.00</b>
GST:	<b>\$193.30</b>
Stamp Duty:	<b>\$212.63</b>
<b>Total:</b>	<b>\$2,338.93</b>

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

*Below are some example of what to look for*



**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20222666

**OCCUPANCY PERMIT**  
**For Building Permit No. CBS-U 66127/3167600317470**

**Property Details**

<b>Address:</b>	10 Hermes Street, Wollert Vic 3750		
<b>Lot:</b>	4535	<b>LP/PS:</b>	817680U
<b>CA:</b>	3 (Part)	<b>Volume:</b>	12380
<b>Municipality:</b>	Whittlesea City Council	<b>Parish:</b>	Wollert
		<b>Section:</b>	13
		<b>Folio:</b>	652
		<b>County:</b>	n/a

**Building permit details**

<b>Building permit number:</b>	CBS-U 66127/3167600317470
<b>Version of BCA applicable to building permit:</b>	BCA Vol.2 2019

**Building Details**

<b>Part of building to which permit applies:</b>	Entire - Dwelling & Associated Garage
<b>Permitted Use:</b>	Residential
<b>BCA Class of building:</b>	1a(a), 10a
<b>Maximum Permissible Floor Live Load:</b>	Dwelling Floor 1.5 kPa & Roof 0.25 kPa Garage Floor 2.5 kPa & Roof 0.25 kPa
<b>Storeys contained</b>	1

**Performance Solutions**

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Reporting Authority**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council


**Suitability of Occupation**

The building to which this permit applies is suitable for occupation.

**Date of Approved Inspection:**

Pre-Slab Inspection	19/09/2022
Slab-Steel Inspection	21/09/2022
Frame Inspection	03/11/2022
Final Inspection	01/05/2023

**Relevant Building Surveyor:**

<b>Name:</b>	<b>Oktay Ozcelik</b>
<b>Address:</b>	<b>824 Pascoe Vale Road, GLENROY VIC 3046</b>
<b>Email:</b>	<a href="mailto:admin@opesbs.com.au">admin@opesbs.com.au</a>
<b>Building practitioner registration no.:</b>	<b>BS-L 72286</b>
<b>Municipal district name:</b>	<b>Whittlesea City Council</b>
<b>Certificate no.</b>	<b>CBS-U 66127/3167600317470 - Occupancy Permit</b>
<b>Date of issue:</b>	<b>18 May 2023</b>
<b>Date of final inspection</b>	<b>1 May 2023</b>
<b>Signature:</b>	

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20222666

**OCCUPANCY PERMIT**  
**For Building Permit No. CBS-U 66127/3167600317470**

**Property Details**

<b>Address:</b>	10 Hermes Street, Wollert Vic 3750		
<b>Lot:</b>	4535	<b>LP/PS:</b>	817680U
<b>CA:</b>	3 (Part)	<b>Volume:</b>	12380
<b>Municipality:</b>	Whittlesea City Council	<b>Parish:</b>	Wollert
		<b>Section:</b>	13
		<b>Folio:</b>	652
		<b>County:</b>	n/a

**Building permit details**

<b>Building permit number:</b>	CBS-U 66127/3167600317470
<b>Version of BCA applicable to building permit:</b>	BCA Vol.2 2019

**Building Details**

<b>Part of building to which permit applies:</b>	Entire - Dwelling & Associated Garage
<b>Permitted Use:</b>	Residential
<b>BCA Class of building:</b>	1a(a), 10a
<b>Maximum Permissible Floor Live Load:</b>	Dwelling Floor 1.5 kPa & Roof 0.25 kPa Garage Floor 2.5 kPa & Roof 0.25 kPa
<b>Storeys contained</b>	1

**Performance Solutions**

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

Relevant performance requirement	Details of performance solution
P2.6.1 / Part 3.12.0	To permit use of reticulated Class A recycled water in lieu of providing a solar hot water system or rainwater tank connected to sanitary flushing facilities as prescribed within BCA Vol 2.

**Reporting Authority**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council


**Suitability of Occupation**

The building to which this permit applies is suitable for occupation.

**Date of Approved Inspection:**

Pre-Slab Inspection	19/09/2022
Slab-Steel Inspection	21/09/2022
Frame Inspection	03/11/2022
Final Inspection	01/05/2023

**Relevant Building Surveyor:**

<b>Name:</b>	<b>Oktay Ozcelik</b>
<b>Address:</b>	<b>824 Pascoe Vale Road, GLENROY VIC 3046</b>
<b>Email:</b>	<a href="mailto:admin@opesbs.com.au">admin@opesbs.com.au</a>
<b>Building practitioner registration no.:</b>	<b>BS-L 72286</b>
<b>Municipal district name:</b>	<b>Whittlesea City Council</b>
<b>Certificate no.</b>	<b>CBS-U 66127/3167600317470 - Occupancy Permit</b>
<b>Date of issue:</b>	<b>18 May 2023</b>
<b>Date of final inspection</b>	<b>1 May 2023</b>
<b>Signature:</b>	

# 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 [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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

## Land boundaries

### ***Do you know the exact boundary of the property?***

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

## Planning controls

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## Safety

### ***Is the building safe to live in?***

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

## Building permits

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## Utilities and essential services

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

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

## Buyers' rights

### ***Do you know your rights when buying a property?***

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