

# CONTRACT OF SALE

**VENDORS: SHANGARY SRISKKANTHARAJAH**

**PROPERTY: 772 EDGARS ROAD, EPPING VIC 3076**



HOME CONVEYANCING RESERVOIR  
288 BROADWAY, RESERVOIR 3073  
PH 9460 9400  
REF: 26988

# CONTRACT OF SALE OF REAL ESTATE



**PROPERTY ADDRESS: 772 EDGARS ROAD, EPPING VIC 3076**

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

The terms of this contract are contained in the:

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

In that order of priority

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period (Section 31 Sale of Land Act 1962)

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

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

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

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

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

### NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

### 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** that is 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 ...../...../20.....

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 business days if none specified).

### SIGNED BY THE VENDOR .....

..... on ...../...../20.....

Print name of person signing **SHANGARY SRISKANTHARAJAH**.....

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.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO  
219 HIGH STREET, THOMASTOWN VIC 3074

Tel: 8459 1000

Ref: Email: sold@rataandco.com.au

### VENDOR

SHANGARY SRISKKANTHARAJAH

Tel:

Ref:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR  
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 26988

Email: lydia@homeconveyancing.com.au

### PURCHASER

Of

Tel:

Ref:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

### PROPERTY ADDRESS

772 EDGARS ROAD, EPPING VIC 3076

### LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 595	On Plan 645323C
<b>Volume 11351</b>	<b>Folio 562</b>	

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

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

### PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ \_\_\_\_\_

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

**GST**

(General Condition 13)

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

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:

**GST – RESIDENTIAL WITHHOLDING PAYMENT**

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

**SETTLEMENT**

(General Condition 10)

Is due on

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

The above date;

or

14 days after the vendor gives notice to the purchaser of registration of the plan.

**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

**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**

(refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### 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 warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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 a 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 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

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

#### 6. TRANSFER

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

## 7. DUTIES ONLINE SETTLEMENT STATEMENT

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

## 8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
- a release from the secured party releasing the property from the security interest; or
  - 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
  - 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- that -
    - the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - 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
  - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 if –
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- 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
  - any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

## 9. 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.

## 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 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise
- 10.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 11. DEPOSIT

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

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with foreign resident capital gains withholding and GST Withholding 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.
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1) the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).  
However the purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this Contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale including a change of use; or
  - (c) The particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) if the particulars of sale specify that the supply made under this contract is 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 does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any);.
- 13.3 The purchaser is not obliged to pay any GST under this Contract until a tax invoice has been given to the purchaser,

unless the margin scheme applies.

- 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, together with written evidence of rejection or non-approvals of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 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.
- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

#### 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 day which is not a business day.
- 16.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 16.4 Any unfulfilled obligation will not merge on settlement.

##### 17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14 may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 A document is sufficiently served:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
  - (d) by email.

## 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

- 21.1 The vendor is responsible for any notices, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 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 seven (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.

## 26. DEFAULT INTEREST

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

## 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.

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "EC"

**EC**

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract 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.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
  - (a). be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b). ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c). conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time.
- 1.6 Settlement occurs when the workspace records that:
  - (a). there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
  - (a). electronically on the next business day; or
  - (b). at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 1.9 The purchaser must before settlement:
  - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
  - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
  - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
  - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
  - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

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

4. **Whole Agreement**

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

5. **Acceptance of Title**

General Condition 12.4 is added:

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

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The Statement of Adjustments will be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

7. **Notices**

General Condition 21 is replaced with the following:

**21.NOTICES**

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

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

**10. Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

**11. Planning**

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

**12. Default**

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

**13. Cancellation and or Re-Scheduling**

- (a). The Purchaser, if in default of the Contract, will be liable for payment of the Vendors reasonable costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable, and deemed as foreseeable losses;
- (b). The Purchaser, if in default of the Contract, will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges, if in default of the Contract, requires a paper settlement after being agreed to be effected electronically, the Purchaser will be liable for the Vendors reasonable costs for converting to a paper settlement including re-attendance and re-scheduling fees.

**14. Foreseeable Loss**

If the Purchaser is in breach of this Contract by not settling in the due settlement date and, if as a result of that breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract was due to take place then;

- (a) The Purchaser acknowledges that its breach will result in an increase of the Vendor's land tax assessment for the year following the year that settlement of this Contract was due to take place as a result of the property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
- (b) The additional land tax that the Vendor will incur is a reasonably foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this Contract.
- (c) If this Special Condition 14 applies then on the Settlement Date, in addition to the balance of the Price and any other money payable to the Vendor under this Contract, the Purchaser must pay to the Vendor an amount equal to the additional Land Tax that the Vendor has incurred or may incur.

**15. Director's Guarantee and Warranty**

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

**16. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

**17. Auction**

When the property is offered for sale by public auction the sale is subject to the vendor's reserve price.

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

#### 18. Release of Security – General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

#### Foreign Resident Capital Gains Withholding;

19. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;

19.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

19.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of not less than the amount set out in section 14-215 of Schedule 1 to the Taxation Administration Act (Cth).

19.3 The amount is to be deducted from the Vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

19.4 The purchaser must:

(a) Engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and

(b) Ensure that the representative does so.

19.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must;

(a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) Promptly provide the vendor with proof of payment; and

(c) Otherwise comply, or ensure compliance with, this special condition; despite

(d) Any contrary instructions, other than from both the purchaser and the vendor; and

(e) Any other provision in this contract to the contrary.

19.6 The representative is taken to have complied with the obligations if;

(a) The settlement is conducted through the electronic conveyancing system operated by PEXA 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;

19.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the date of settlement.

19.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

19.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

#### 20. GST Withholding Payments and Notifications

20.1 In this Special Condition 20.1 terms have the following meanings;

(a) **Commencement Date** means 1 July 2018

(b) **Commissioner** has the meaning given to that term in the TA Act;

(c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;

(d) **Operative Date** means 1 July 2020.

(e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;

- (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
- (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 20.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 20.3 Subject to Special condition 20.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 20.4 Subject to Special Condition 20.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this Special condition 20.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 20.5 This special condition will not merge on settlement.

21. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for reasonable costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed, dated and agreed to.

22. **Purchaser's Acknowledgement**

- 22.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 22.2 The Purchaser also acknowledges that they are purchasing the property;
  - a. In its present condition and state of repair;
  - b. Subject to any and all defects latent or patent;
  - c. Subject to any and all infestations; and;
- 22.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendors position from signing of the Contract to settlement date.
- 22.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 22.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

23. **Industry Christmas Holiday Period**

If the due date for settlement stipulated in the Particulars of Sale has not taken place before 19<sup>th</sup> December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be postponed and changed to a date that is 16<sup>th</sup> January of the following calendar year. In the event that a date within this period is stipulated as the due date for settlement, this Special Condition will prevail and have the effect of altering the due date for settlement to read 16<sup>th</sup> January. It is also agreed between the parties that neither party be entitled to issue a Default and / or Rescission Notice on the other between the period of 19 December in the calendar year in which settlement is agreed to occur and 16 January of the following calendar year, or otherwise exercise any Excluded Rights in relation thereto. Neither party will be held in default under the terms of the Contract if settlement is due during these given dates.



# VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

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

This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the contract.

The Vendor may sign by electronic signature.

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

**Vendor: SHANGARY SRISKKANTHARAJAH**

**Property: 772 EDGARS ROAD, EPPING VIC 3076**

## 1. **FINANCIAL MATTERS IN RESPECT OF THE LAND**

Particulars of any Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

1.1 Are contained in the attached certificate/s.

### **Particulars of any Charge**

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

NONE TO THE VENDORS KNOWLEDGE.

## 1.2 **Terms Contract**

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

NOT APPLICABLE

## 1.3 **Sale Subject to Mortgage**

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered) is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

NOT APPLICABLE

## 1.4 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

a. The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate.

b. Is the land tax reform scheme land within the meaning of the CIPT Act?

NOT TO THE VENDORS KNOWLEDGE.

c. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of CIPT Act is set out in the attached Municipal rates notice or property clearance or is as follows:

NOT APPLICABLE.

## 2. INSURANCE DETAILS IN RESPECT OF THE LAND

2.1 This section 2.1 only applies if this Section 32 Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipts of rents and profits:

- NOT APPLICABLE.

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

- NOT APPLICABLE

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

AS CONTAINED IN THE ATTACHED DOCUMENTS.

b. Particulars of any existing failure to comply with an easement, covenant or other similar restriction are:

NONE TO THE VENDORS KNOWLEDGE.

### 3.2 Road Access

There IS access to the property by road.

### 3.3 Designated Bushfire Prone Area

This land is NOT in a designated bushfire prone area under Section 192A of the *Building Act 1993*.

### 3.4 Planning Scheme

In the case of land to which a planning scheme applies a statement specifying—

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| a. name of the planning scheme:       | City Of Whittlesea Planning Scheme |
| b. name of the responsible authority: | City Of Whittlesea                 |

As contained in the attached certificate/s.

## 4. NOTICES, ORDER, DECLARATION, REPORT OR RECOMMENDATION

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

NONE TO THE VENDORS KNOWLEDGE

## 4.2 **Agricultural Chemicals**

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

NONE TO THE VENDORS KNOWLEDGE

## 4.3 **Compulsory Acquisition**

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

NONE TO THE VENDORS KNOWLEDGE

## 5. **BUILDING PERMITS**

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

- No such Building permit has been granted to the Vendor's knowledge.

## 6. **INFORMATION RELATING TO ANY OWNERS CORPORATION**

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

The land is NOT affected by an Owners Corporation.

## 7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

### 7.1 **Work-in-Kind Agreement**

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

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

### 7.2 **GAIC recording**

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

Any of the following certificates or notices must be attached if there is a GAIC recording.

The land is NOT subject to GAIC recording.

## 8. **DISCLOSURE OF NON-CONNECTED SERVICES**

8.1 The services which are **NOT** connected to the land—

- a. Telephone services.

## 9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

**a. Registered Title**

A Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location; OR

**b. General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

**SUBDIVISION**

**c. In the case of land that is subject to a subdivision—**

- (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
- (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

**d. Staged Subdivision**

In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –

- (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
- (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
- (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
- (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.

**e. Further Plan of Subdivision**

In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –

- (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

## 10. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Section 32 statement for convenience) Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth). To be a building or part of the building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and;

Which has a net lettable area of at least 1000m<sup>2</sup> (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date); -  
NONE TO THE VENDORS KNOWLEDGE.

## 11. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that 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 Section 32 statement.*

## 12. ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section. Additional information may be added to this section where there is insufficient space in any of the earlier sections.

**The day of this Statement is the .....day of .....20**

**Signed by the Vendor(s)** .....  
.....

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

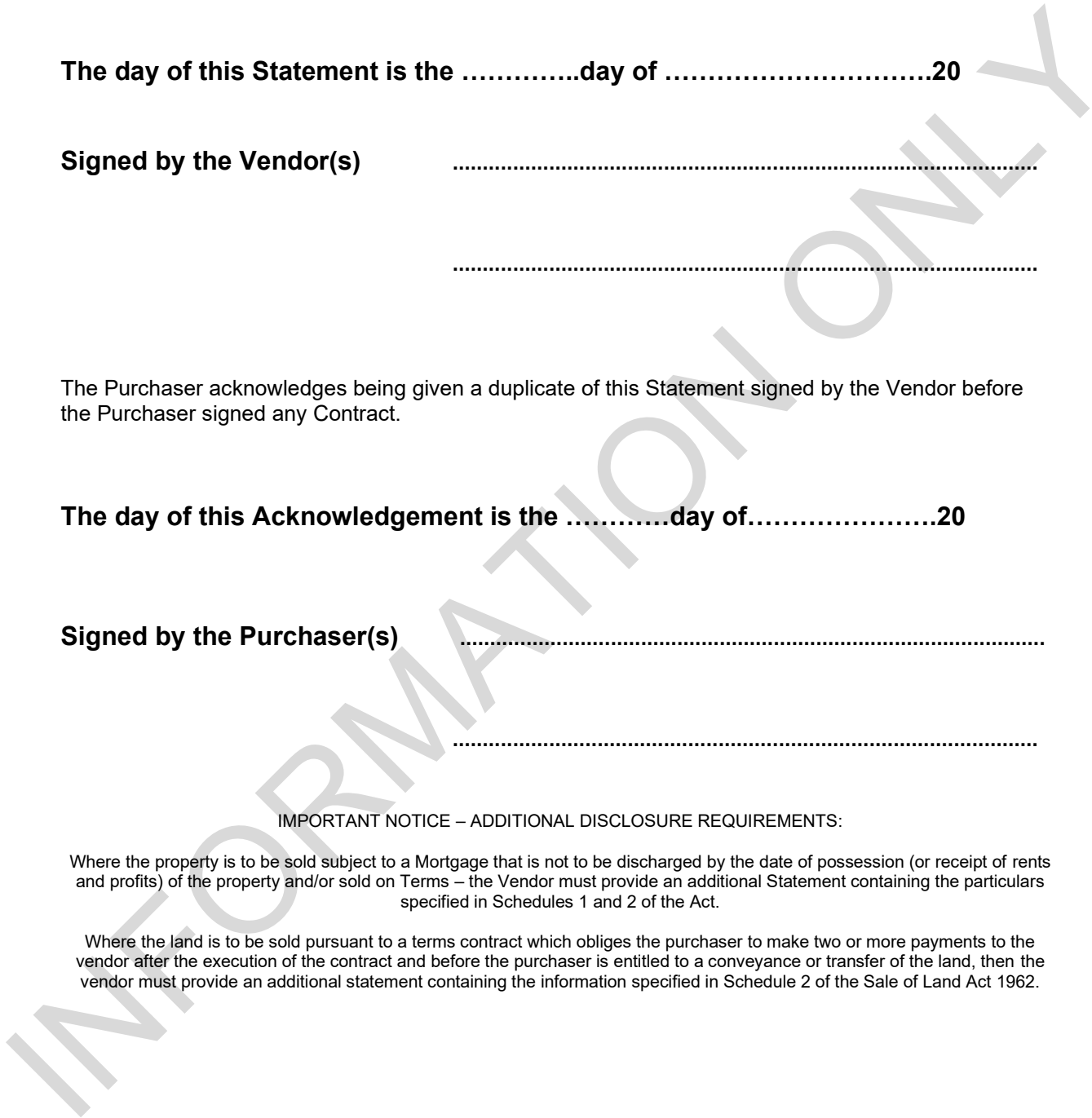
**The day of this Acknowledgement is the .....day of.....20**

**Signed by the Purchaser(s)** .....  
.....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.



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

Page 1 of 1

VOLUME 11351 FOLIO 562

Security no : 124129482862M  
Produced 30/10/2025 11:11 AM

**LAND DESCRIPTION**

Lot 595 on Plan of Subdivision 645323C.  
PARENT TITLE Volume 11351 Folio 502  
Created by instrument PS645323C 11/05/2012

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
SHANGARY SRISKANTHARAJAH of 772 EDGARS ROAD EPPING VIC 3076  
AK325557C 06/05/2013

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS645323C 11/05/2012

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 PS645323C FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
AZ682437M (E)	DISCHARGE OF MORTGAGE	Registered	10/10/2025

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

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

Street Address: 772 EDGARS ROAD EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control REGISTRAR OF TITLES  
Effective from 10/10/2025

DOCUMENT END



# Imaged Document Cover Sheet

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 645323C</b>
----------------------------	----------------	----------------------------------	----------------------------------


<p>Location of Land Parish: WOLLERT Township: Section: 9 Crown Allotment: Crown Portion: 1 (PART) Title References C/T VOL .... FOL ... Last Plan Reference: Lot A on PS 640484D</p> <p>Postal Address: EDGARS ROAD (At time of subdivision) EPPING NORTH 3076</p> <p>MGA Co-ordinates: E 324 000 (Of approx. centre of plan) N 5 833 545 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../...../</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p>OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

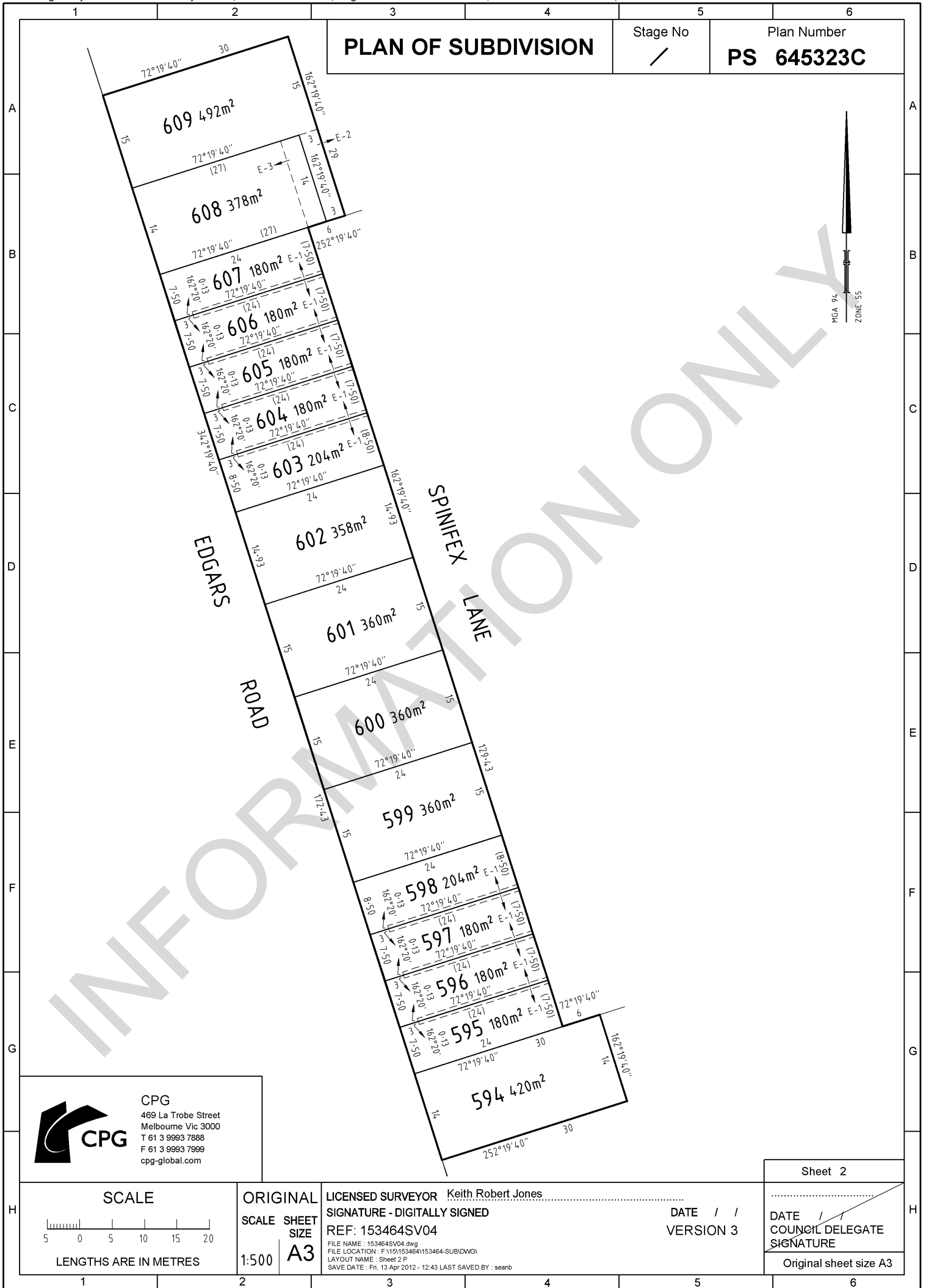
**Notations**

Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning Permit No.
	<p>This is a SPEAR plan. Lots 1 to 593 (all inclusive) have been omitted from the plan.</p> <p>Survey: This plan is based on survey PS 608862E &amp; PS 614706K</p> <p>This survey has been connected to Permanent Mark No(s). 123 &amp; 165 in Proclaimed Survey Area No. -</p>

**Easement Information**

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					LRS use only
					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	Received <input checked="" type="checkbox"/>
E-1	Party Wall	0.13	This Plan	The Relevant Abutting Lot	Date: 07 / 05 / 2012
E-2	Carriageway	3	This Plan	Lot 608	
E-2	Sewerage	3	This Plan	Yarra Valley Water Limited	
E-2	Drainage	3	This Plan	Whittlesea City Council	
E-3	Carriageway	3	This Plan	Lot 609	
					LRS use only PLAN REGISTERED TIME 9:57am Date: 11 / 05 / 2012  <b>B Puniarangan</b> Assistant Registrar of Titles.

AURORA ESTATE - ER12b (16 LOTS)		AREA OF STAGE - 0.440ha		Sheet 1 of 4 Sheets
 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>	LICENSED SURVEYOR (PRINT) Keith Robert Jones		DATE / /	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
	SIGNATURE - DIGITALLY SIGNED		VERSION 3	
	REF: 153464SV04			
FILE NAME : 153464SV04.dwg FILE LOCATION : F:\15153464\153464-SUB\DWG\ LAYOUT NAME : Sheet 1 SAVE DATE : Fri, 13 Apr 2012 - 12:43 LAST SAVED BY : seanb				



**CPG**  
 469 La Trobe Street  
 Melbourne Vic 3000  
 T 61 3 9993 7888  
 F 61 3 9993 7999  
 cpg-global.com



**ORIGINAL SCALE**  
 1:500

**SHEET SIZE**  
 A3


**LICENSED SURVEYOR** Keith Robert Jones  
**SIGNATURE - DIGITALLY SIGNED**  
 REF: 153464SV04  
FILE NAME: 153464SV04.dwg  
 FILE LOCATION: F:\15153464\153464-SUB\DWG\  
 LAYOUT NAME: Sheet 2 P  
 SAVE DATE: Fri, 13 Apr 2012 - 12:43 LAST SAVED BY: seanb


DATE / /  
**VERSION 3**

Sheet 2

DATE / /  
**COUNCIL DELEGATE SIGNATURE**

Original sheet size A3

1	2	3	4	5	6
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 645323C</b>	
<b><u>CREATION OF RESTRICTION N°1</u></b>					
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED					
<b>TABLE OF LAND BURDENED AND LAND BENEFITED</b>					
BURDENED LOT NO.		BENEFITTED LOT NO.			
594		595			
595		594, 596			
596		595, 597			
597		596, 598			
598		597, 599			
599		598, 600			
600		599, 601			
601		600, 602			
602		601, 603			
603		602, 604			
604		603, 605			
605		604, 606			
606		605, 607			
607		606, 608			
608		607, 609			
609		608			
<b>DESCRIPTION OF RESTRICTION</b>					
<p>1. THE OWNER OF A BURDENED LOT MUST NOT DEVELOP THE BURDENED LOT OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA STAGE DEVELOPMENT PLAN, STAGE ER12b. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS TEN YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS LODGED AT LAND REGISTRY IN DEALING NUMBER AA1862</p> <p>2. THE OWNER OF A BURDENED LOT MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS FIRST APPROVED BY THE RESPONSIBLE AUTHORITY ON SUCH TERMS AND CONDITIONS AS THE RESPONSIBLE AUTHORITY THINKS FIT.</p> <p>3. THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT ANY BUILDING OR BUILDINGS ON THE BURDENED LOT UNLESS THE PLANS FOR SUCH BUILDING OR BUILDINGS HAVING FIRST BEEN APPROVED BY VICURBAN (SUCH APPROVAL TO BE NOTED BY AN ENDORSEMENT BY VICURBAN ON THE PLANS) AND A BUILDING PERMIT HAS BEEN ISSUED. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS ONE YEAR AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT.</p>					
<b><u>CREATION OF RESTRICTION N°2</u></b>					
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED					
<u>LAND TO BE BURDENED:</u>		LOTS 594 - 609 (ALL INCLUSIVE) ON THIS PLAN OF SUBDIVISION			
<u>LAND TO BENEFIT:</u>		CERTIFICATE OF TITLE VOL.11198 FOL.586 (LOT U ON PS 626281Y)			
<b>DESCRIPTION OF RESTRICTION</b>					
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A BURDENED LOT:					
<p>1. SHALL NOT DEVELOP A BURDENED LOT, PERMIT A BURDENED LOT TO BE DEVELOPED OR PERMIT A BURDENED LOT TO REMAIN DEVELOPED, OTHER THAN IN ACCORDANCE WITH THE <i>VICURBAN FIBRE TO THE HOME BUILDING GUIDELINES</i>.</p> <p>2. MUST NOT OCCUPY A DWELLING ON A BURDENED LOT AND MUST NOT OBTAIN OR PROCURE AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) FOR A DWELLING ON A BURDENED LOT, PRIOR TO VICURBAN ISSUING A <i>FIBRE TO THE HOME COMPLIANCE CERTIFICATE</i> IN RESPECT OF THE DWELLING ON THE BURDENED LOT.</p> <p>THIS RESTRICTION APPLIES FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS 10 YEARS AFTER THE ISSUING OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) IN RESPECT OF THE DWELLING ON THE BURDENED LOT.</p>					
 <p><b>CPG</b> 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>					
		ORIGINAL SCALE SHEET SIZE <b>A3</b>		LICENSED SURVEYOR <u>Keith Robert Jones</u> SIGNATURE - DIGITALLY SIGNED REF: 153464SV04 <small>FILE NAME : 153464SV04.dwg FILE LOCATION : F:\15\153464\153464-SUB\DWG\ LAYOUT NAME : Sheet 3 SAVE DATE : Fri, 13 Apr 2012 - 12:43 LAST SAVED BY : seanb</small>	
				DATE / / VERSION 3	
				Sheet 3 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	
1	2	3	4	5	6

1	2	3	4	5	6
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 645323C</b>	
A	<b><u>CREATION OF RESTRICTION N°3</u></b>				A
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED					
<p><u>LAND TO BE BURDENED:</u>      LOTS 595, 596, 606 &amp; 607 ON THIS PLAN OF SUBDIVISION  <u>LAND TO BENEFIT:</u>         LOTS 594 - 609 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION</p>					
B	<b>DESCRIPTION OF RESTRICTION</b>				B
<p>THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT OR ALLOW TO HAVE ERECTED OR CONSTRUCTED ON THE BURDENED LOT ANY DWELLING BUILDING OTHER THAN A DWELLING BUILDING WHICH IS AT LEAST TWO STOREYS IN HEIGHT.</p>					
C	<b><u>CREATION OF RESTRICTION N°4</u></b>				C
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED					
<p><u>LAND TO BE BURDENED:</u>      LOTS 594, 599, 602, 608 &amp; 609 ON THIS PLAN OF SUBDIVISION  <u>LAND TO BENEFIT:</u>         LOTS 594 - 609 (BOTH INCLUSIVE) ON THIS PLAN OF SUBDIVISION</p>					
D	<b>DESCRIPTION OF RESTRICTION</b>				D
<p>THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT, OR ALLOW TO BE ERECTED OR CONSTRUCTED ON A BURDENED LOT, A GARAGE, OTHER THAN A GARAGE WHICH FEATURES EITHER A SEMI PERFORATED OR SEMI TRANSPARENT GARAGE DOOR WITH A TRANSPARENCY RATIO NOT LESS THAN 25%.</p>					
E	<b>DESCRIPTION OF RESTRICTION</b>				E
<p>THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT, OR ALLOW TO BE ERECTED OR CONSTRUCTED ON A BURDENED LOT, A GARAGE, OTHER THAN A GARAGE WHICH FEATURES EITHER A SEMI PERFORATED OR SEMI TRANSPARENT GARAGE DOOR WITH A TRANSPARENCY RATIO NOT LESS THAN 25%.</p>					
F	<b>DESCRIPTION OF RESTRICTION</b>				F
<p>THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT, OR ALLOW TO BE ERECTED OR CONSTRUCTED ON A BURDENED LOT, A GARAGE, OTHER THAN A GARAGE WHICH FEATURES EITHER A SEMI PERFORATED OR SEMI TRANSPARENT GARAGE DOOR WITH A TRANSPARENCY RATIO NOT LESS THAN 25%.</p>					
G	<b>DESCRIPTION OF RESTRICTION</b>				G
<p>THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT, OR ALLOW TO BE ERECTED OR CONSTRUCTED ON A BURDENED LOT, A GARAGE, OTHER THAN A GARAGE WHICH FEATURES EITHER A SEMI PERFORATED OR SEMI TRANSPARENT GARAGE DOOR WITH A TRANSPARENCY RATIO NOT LESS THAN 25%.</p>					
 <p><b>CPG</b> 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>		<p><b>ORIGINAL</b> SCALE SHEET SIZE <b>A3</b></p>		<p>LICENSED SURVEYOR <b>Keith Robert Jones</b> SIGNATURE - DIGITALLY SIGNED REF: 153464SV04 <small>FILE NAME : 153464SV04.dwg FILE LOCATION : F:\15\153464\153464-SUB\DWG\ LAYOUT NAME : Sheet 4 SAVE DATE : Fri, 13 Apr 2012 - 12:43 LAST SAVED BY : seanb</small></p>	
1		2		3	
4		5		6	
<p>DATE / / VERSION 3</p>				<p>Sheet 4</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	
H	<b>DESCRIPTION OF RESTRICTION</b>				H

**Plan of Subdivision PS645323C  
Certifying a New Version of an  
Existing Plan with Statement of  
Compliance (Form 22)**



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S011040V  
Plan Number: PS645323C  
Council Name: Whittlesea City Council  
Council Reference Number 1: 607535  
Surveyor's Plan Version: 3

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 23/03/2011  
Date of previous recertifications under Section 11(7): 17/05/2011

**Statement of Compliance**

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

**Public Open Space**

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Ashleigh Letcher  
Organisation: Whittlesea City Council  
Date: 04/05/2012

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Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P
10/04/2008 \$187 173
Barcode

Lodged at the Land Titles Office by:

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

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

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

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

2

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


Name of officer: .. DAVID TURNBULL ..

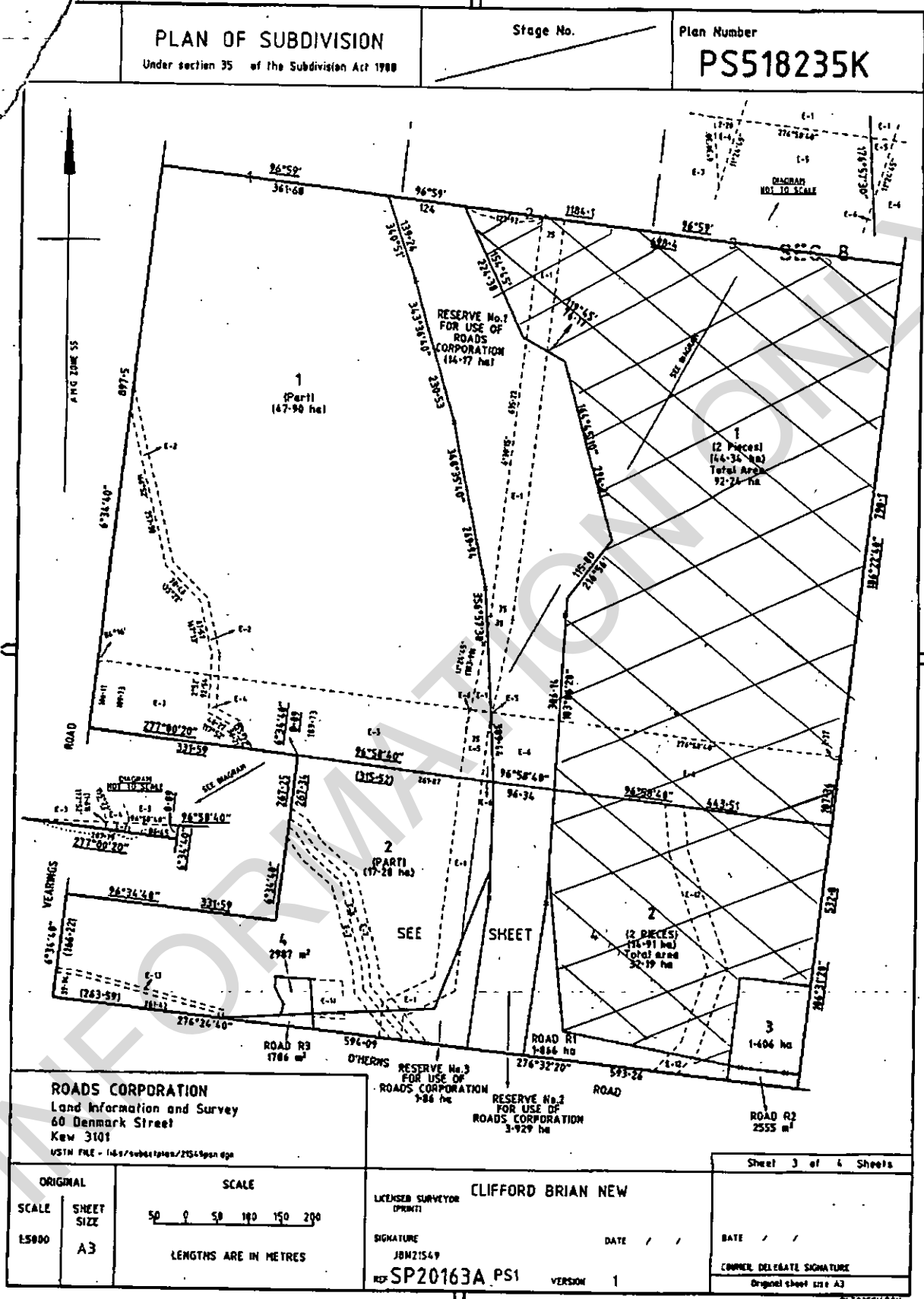
Office held: .. CEO ..

Date: .. 14/3/08 ..

INFORMATION ONLY

"A"

LANDATA®, Land Registry timestamp 14/11/2007 12.49 Page 3 of 5



**ROADS CORPORATION**  
 Land Information and Survey  
 60 Denmark Street  
 Kew 3101  
 USTIN FILE - 14617068410101/2541000.dwg

**RESERVE No. 1 FOR USE OF ROADS CORPORATION**  
 986 ha

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

ORIGINAL  
 SCALE SHEET SIZE  
 E5000 A3

SCALE  
 50 0 50 100 150 200  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR  
 (PRINT)  
**CLIFFORD BRIAN NEW**

SIGNATURE  
 JBN21549

DATE / /

REP **SP20163A PS1** VERSION 1

Sheet 3 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE  
 Original sheet size A3

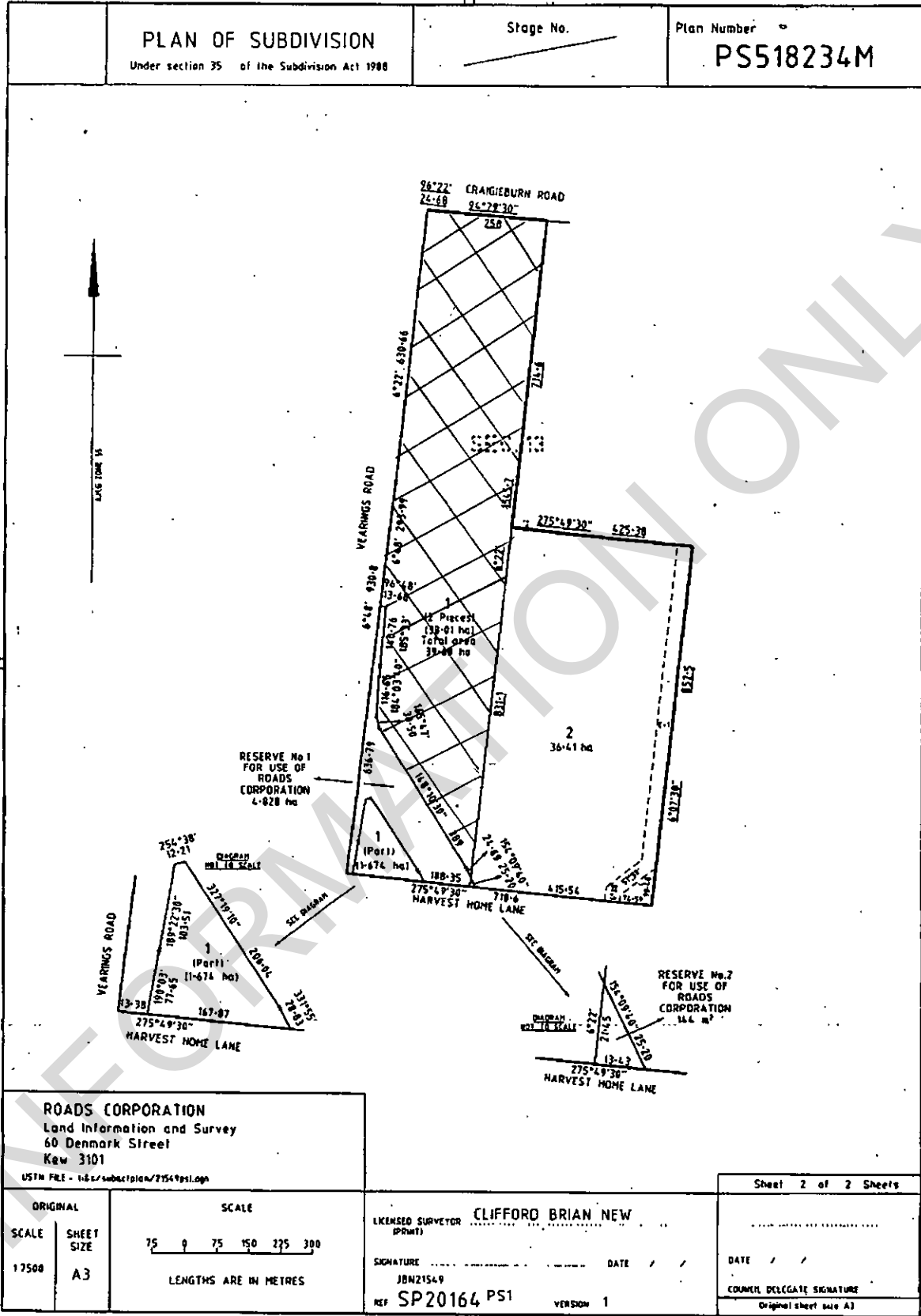
**AF771740P**

10/04/2008 \$187 173



"B"

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



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

"C"

<b>PLAN OF SUBDIVISION</b>		LR use only <b>EDITION</b>		
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 4 Title References C/T VOL 10673 FOL 806 VOL 10673 FOL 807 Last Plan Reference: TP813147X Postal Address: 365 HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076 MGA Co-ordinates      E      323765 (Of approx. centre of plan)      N      5833875      Zone 55		Council Certification and Endorsement Council Name: Whittlesea City Council    Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 ..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
		LR use only Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / / LR use only PLAN REGISTERED TIME Date: / / Assistant Registrar of Titles.		
<b>Easement Information</b>		Notations Depth Limitations: NIL Survey: This plan is not based on survey. This survey has been connected to permanent marks no(s) - In Proclaimed Survey Area no -		
Legend:      A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
A-1	Carriageway	6.40	Vol 5750 Fol 826	Land in Vol. 5750 Fol. 826
E-1	Sewerage	See Diag	This Plan	Lot A in this plan
E-2	Powerline	14	This Plan-Sect 88 of the Electricity Industry Act 2000	TXU Electricity Ltd
E-3	Electricity Supply	1.50	This Plan	Lot A in this plan

**HARVEST HOME ROAD**

**O'HERNS ROAD**

ENLARGEMENT  
NOT TO SCALE

**AF771740P**

10/04/2008 \$187

**coomes consulting**

Coomes Consulting Group Pty Ltd  
contact@coomes.com.au coomes.com.au  
24 Albert Road PO Box 3205 South Melbourne Victoria 3205  
T 61 3 8963 7858 F 61 3 8962 7859

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**

1:10000 **A3**

**LICENSED SURVEYOR (PRINT)** Gabrielle M McCarthy

**SIGNATURE** *Gabrielle M McCarthy*

**REF:** 3604-24

FILE NAME: 3604p.dwg  
FILE LOCATION: P:\PROJECTS\Subdivisions\3604-24\3604-24\SUBDIVISION\DWG  
LAYOUT NAME: Layout1  
SAVE DATE: Thu, 07 May 2009 10:32 LAST SAVED BY:

**DATE** 21/5/2023

**VERSION** 3

Sheet 1 of 1 Sheets

**DATE** / /

**COUNCIL DELEGATE SIGNATURE**

Original sheet size A3



**Maddocks**

Date **2 Nov** /2007

**AF771740P**



Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](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**

INFORMATION ONLY

Interstate office  
Sydney

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

**AF771740P**

10/04/2008 \$187 173



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

DATE *2 Nov* /2007

**AF771740P**



**BETWEEN**

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

(Council)

**AND**

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

(Owner)

**RECITALS**

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

**THE PARTIES AGREE**

**1. DEFINITIONS**

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

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

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

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

**Act** means the *Planning and Environment Act 1987*.

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

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

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

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

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

**Amendment** means Amendment C41 to the Planning Scheme.

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

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

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

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

**Contribution Portion** means 31.96% of the Transport Corridor Land.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

## 3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

### 3.1 Development Contributions

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

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

**3.2 Open Space Land and Project Land transfers**

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

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

whichever is the earliest.

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

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

**3.3 Transport Corridor land**

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

3.3.2 the Council and the Owner acknowledge:

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

**3.4 Road Infrastructure Projects**

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



**3.5 Non-Road Projects**

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

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

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

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

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

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

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

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

3.5.8 The Owner agrees that:

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

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



**4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN**

The parties agree that:

**4.1 Adjustment of costs**

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

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

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

#### 4.2 Review of Development Contributions Plan

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

### 5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

- 5.1 VicUrban agrees that notwithstanding the sale of the Subject Land or part thereof to a 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:



- 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**

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Council agrees that:

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



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

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

**7. FURTHER OBLIGATIONS OF THE OWNER**

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**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**

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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**

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



**10. SUCCESSORS IN TITLE**

---

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

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

**11. GENERAL MATTERS**

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**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**

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

**14. ENDING OF AGREEMENT**

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

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

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

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

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

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

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

  
.....


)  
)  
)  
Chief Executive Officer

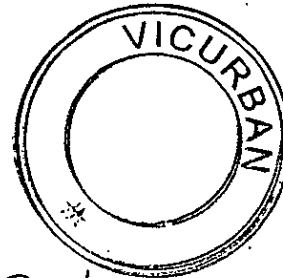
.....

Councillor

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

  
.....  
Chief Executive Officer

  
.....  
General Manager



**AF771740P**



# Schedule 1

## Certificates of Title comprising the Subject Land

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

Does not exist

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## Schedule 2

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### Lower Order Infrastructure Items

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

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

INFORMATION ONLY

# Schedule 3

## Specifications for Non-Road Projects

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INFORMATION ONLY



**PROWSE QUANTITY SURVEYORS PTY LTD**

**AF771740P**



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

23 August 2007

Ref: 4605-06

Vicurban  
 Level 12, 700 Collins Street  
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

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

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

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

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Allowances for the following have been included in our estimate:

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


Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully  
**PROWSE QUANTITY SURVEYORS PTY LTD**



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

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

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

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

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

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

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban

REF

U/2

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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
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	<b>TOTAL PROJECT COST - AURORA COMMUNITY INFRASTRUCTURE</b> (Fixed Price Contract - November 2005)				21,440,000
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**PROWSE QUANTITY SURVEYORS PTY LTD**  
 ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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

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

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

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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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>					\$ 1,001,000
PRELIMINARIES (Included Above)	-	%			\$ -
DESIGN VARIABLE	5.00	%			\$ 50,000
COST ESCALATION TO TENDER	-	%			\$ -
COST ESCALATION DURING CONSTRUCTION	2.00	%			\$ 21,000
CONTRACT CONTINGENCY	2.50	%			\$ 27,000
PROFESSIONAL FEES	11.00	%			\$ 121,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<u>\$ 1,220,000</u>
(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>					\$ 189,000
PRELIMINARIES (Included Above)	-	%			\$ -
DESIGN VARIABLE	5.00	%			\$ 9,000
COST ESCALATION TO TENDER	-	%			\$ -
COST ESCALATION DURING CONSTRUCTION	2.00	%			\$ 4,000
CONTRACT CONTINGENCY	2.50	%			\$ 5,000
PROFESSIONAL FEES	11.00	%			\$ 23,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>					<u>\$ 230,000</u>
(Fixed Price Contract - November 2005)					

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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Oval Works</b>				
	Senior Ovals (16,000m <sup>2</sup> , 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>					\$ 509,000
PRELIMINARIES (Included Above)	- %			\$	-
DESIGN VARIABLE	5.00 %			\$	25,000
COST ESCALATION TO TENDER	- %			\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %			\$	11,000
CONTRACT CONTINGENCY	2.50 %			\$	14,000
PROFESSIONAL FEES	11.00 %			\$	61,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-
<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>					\$ 82,000
PRELIMINARIES (Included Above)	- %			\$	-
DESIGN VARIABLE	5.00 %			\$	4,000
COST ESCALATION TO TENDER	- %			\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %			\$	2,000
CONTRACT CONTINGENCY	2.50 %			\$	2,000
PROFESSIONAL FEES	11.00 %			\$	10,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-
<b>ANTICIPATED TOTAL PROJECT COST (Excluding GST)</b>				\$	<b>100,000</b>

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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)

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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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)

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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<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

<b>SUB-TOTAL</b>				\$	<b>689,000</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	%		\$	85,000
LOOSE FURNITURE & EQUIPMENT (Excluded)		ITEM		\$	-

**ANTICIPATED TOTAL PROJECT COST (Excluding GST)** \$ **840,000**  
 (Fixed Price Contract - November 2005)

**AF771740P**





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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)

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**



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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>					\$ 304,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 15,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 6,000
CONTRACT CONTINGENCY	2.50 %				\$ 8,000
PROFESSIONAL FEES	11.00 %				\$ 37,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
<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>					\$ 98,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 5,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 2,000
CONTRACT CONTINGENCY	2.50 %				\$ 3,000
PROFESSIONAL FEES	11.00 %				\$ 12,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
<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**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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			\$	-

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

**AF771740P**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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

**SUB-TOTAL** \$ 1,789,000

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

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

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<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
<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</b>					
<b>PAG (ADASS)</b>					
	Activity room 1 (FECA)	M2	60	1,500	90,000
	Activity room 2 (FECA)	M2	80	1,500	120,000
	Office (FECA)	M2	16	1,750	28,000
	Accessible toilets/amenities/sick bay (FECA)	M2	30	2,400	72,000
	Storage (FECA)	M2	20	1,100	22,000
	Ext to kitchen for food services centre (FECA)	M2	20	2,000	40,000
	Outdoor area (OPEN)	M2	60	250	15,000
<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)** \$ 1,670,000

(Fixed Price Contract - November 2005)

**AF771740P**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
<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)

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

**\$ 1,670,000**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<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)

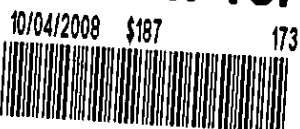
**SUB-TOTAL** \$ **1,374,000**

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)** \$ **1,690,000**

(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  
SOUTHERN TOWN CENTRE CAC (Skilling, Training, Resources)**

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

CLIENT: VicUrban

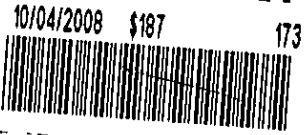
ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)	
<b>Core CAC: Generated by Neighbourhood Demand</b>						
<b>Entry</b>						
	Entry (FECA)	M2	35	1,700	59,500	
	Coordinators storage (FECA)	M2	6	1,100	6,600	
	Coordinators offices (FECA)	M2	32	1,750	56,000	
	Offices for NGO's (FECA)	M2	40	1,750	70,000	
<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.

INFORMATION ONLY

Created at 30 October 2025 11:20 AM

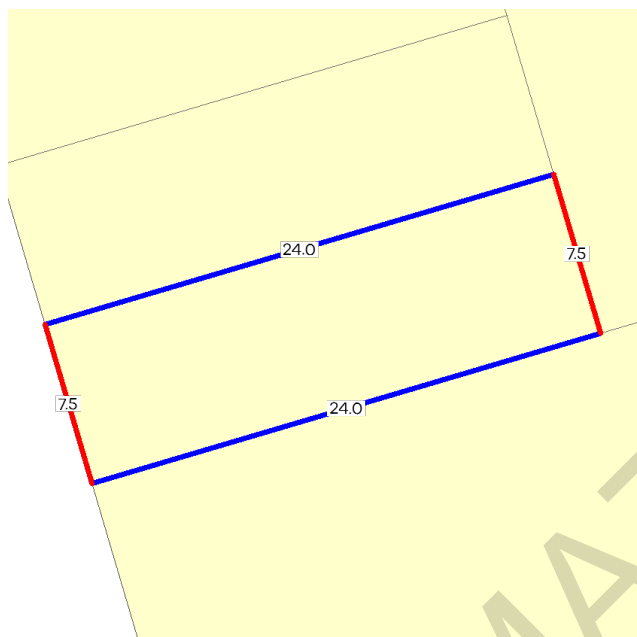
## PROPERTY DETAILS

Address: **772 EDGARS ROAD EPPING 3076**  
Lot and Plan Number: **Lot 595 PS645323**  
Standard Parcel Identifier (SPI): **595\PS645323**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **833012**  
Directory Reference: **Melway 181 G5**

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

## SITE DIMENSIONS

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



**Area:** 180 sq. m

**Perimeter:** 63 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 October 2025 11:20 AM

## PROPERTY DETAILS

Address: **772 EDGARS ROAD EPPING 3076**  
Lot and Plan Number: **Lot 595 PS645323**  
Standard Parcel Identifier (SPI): **595\PS645323**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **833012**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 G5**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

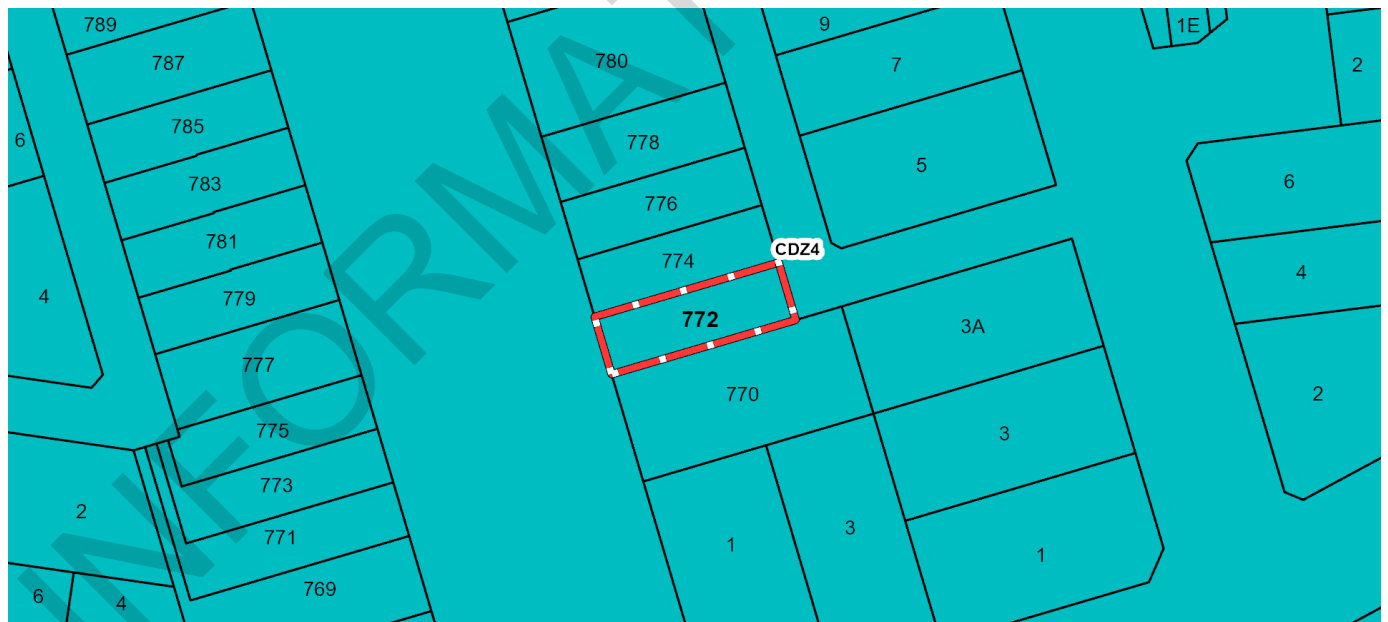
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



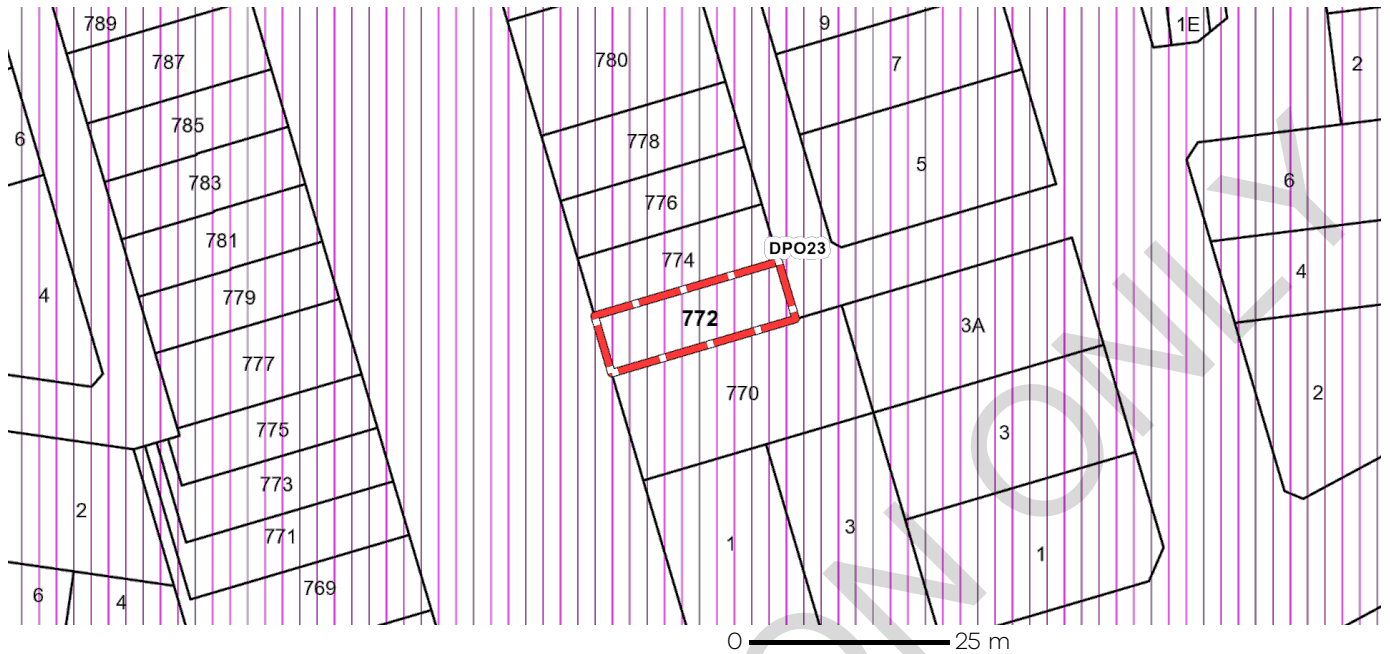
**CDZ - Comprehensive Development**

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)

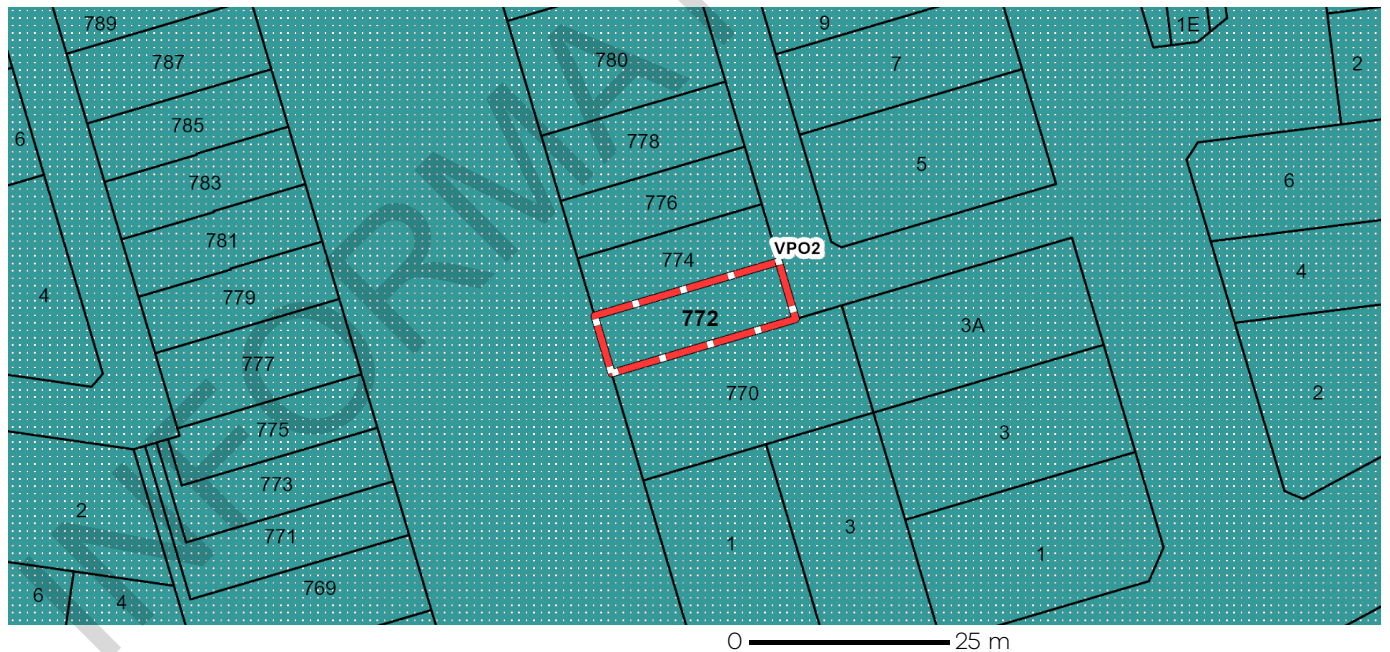


 **DPO - Development Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

## Further Planning Information

Planning scheme data last updated on 23 October 2025.

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

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

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

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

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

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

**Date of issue**  
05/11/2025

**Assessment No.**  
833012

**Certificate No.**  
178078

**Your reference**  
LOT: 595 PS: 645323C

Home Conveyancing Reservoir Pty Ltd  
PO Box 458  
RESERVOIR VIC 3073

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 772 Edgars Road EPPING 3076

**Description:** LOT: 595 PS: 645323C

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$410,000	\$240,000	\$20,500

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

### 1. Rates, charges and other monies:

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

#### Rates & charges

General rate levied on 01/07/2025	\$969.38
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$70.93
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 26/06/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$374.96
<b>Balance of rates &amp; charges due:</b>	<b>\$1,116.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,116.00</b>
--	-------------------

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### ***Interest penalty on late payments***

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

## 6. Other information:



Authorising Officer

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

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **833012**



Phone 1300 301 185  
Ref **833012**



Billers Code **5157**  
Ref **833012**

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: **26988 SRISKKANTHARAJAH**

10 November 2025

Home Conveyancing Reservoir  
 Lydia Maric

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 772 (Lot 595) Edgars Road EPPING**

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

**Regulation 51 1 (a)\***

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

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

*(Please consult with Owner for copy of Building Notice where applicable)*

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

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

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

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

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

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

5th November 2025

Home Conveyancing Reservoir

Dear Home Conveyancing Reservoir,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	772 EDGARS ROAD EPPING 3076
<b>Applicant</b>	Home Conveyancing Reservoir
<b>Information Statement</b>	30987753
<b>Conveyancing Account Number</b>	4859580000
<b>Your Reference</b>	26988 SRISKANTHARAJAH

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	772 EDGARS ROAD EPPING 3076
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	772 EDGARS ROAD EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

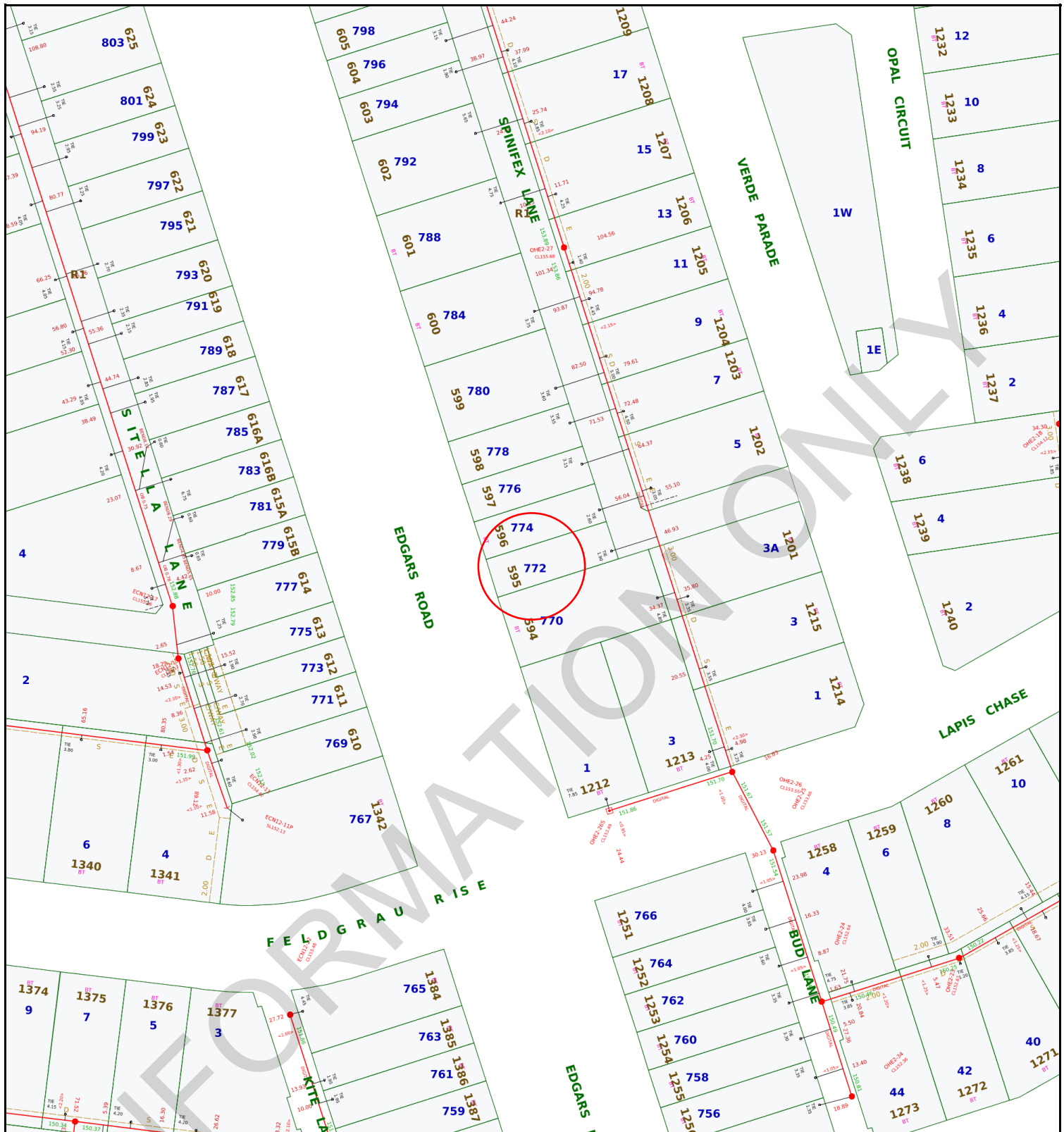
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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















**Yarra Valley Water  
Information Statement  
Number: 30987753**

<b>Address</b>	772 EDGARS ROAD EPPING 3076
<b>Date</b>	05/11/2025
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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

Home Conveyancing Reservoir  
office4@Homeconveyancing.Com.Au

## RATES CERTIFICATE

**Account No:** 0381538096  
**Rate Certificate No:** 30987753

**Date of Issue:** 05/11/2025  
**Your Ref:** 26988 SRISKKANTHARAJAH

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
772 EDGARS RD, EPPING VIC 3076	595\PS645323	5055314	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$197.98



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

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

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

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

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

#### **Recycled water is available at this property**

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

**Property No:** 5055314

**Address:** 772 EDGARS RD, EPPING VIC 3076

**Water Information Statement Number:** 30987753

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 03815380968

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



Yarra Valley Water  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)

**Date: 25 January 2013**

BRIAN  
TIMELESS HOMES PTY LTD  
PO BOX 424  
ESSENDON VIC 3040

**Reference Number: 4-381366**  
**Installation Number: 50139025**

**BUILD OVER EASEMENT / ASSET CONDITIONS**

**Applicant Name: BRIAN**  
**Property Address: 772 EDGARS ROAD EPPING 3076**

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'Deb Marson', written over a horizontal line.

Deb Marson  
Title: Build Over Easement Officer  
Phone: 9872 1361  
Email: [dmarson@yvw.com.au](mailto:dmarson@yvw.com.au)

Thank you for your application of 21/12/2012 to build a new dwelling with the garage over the sewer branch at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following condition(s);

The work must be carried out in accordance with the attached registered plan(s).

Any structural members and/or footings must have a minimum 600mm horizontal clearance to your property sewer branch. The sewer branch must be cut/extended back by a Licensed Plumber to achieve the minimum clearance. The sewer point is located approximately 1.9 metres from the southern boundary and is approximately 1.12 metres deep.

The inspection Shaft (27A) must be extended to surface. It must be fitted with an approved screw cap finishing below an appropriate cover, flush with the finished floor/surface level of any works associated with the new garage. Works must be performed by a Licensed Plumber.

The licensed plumber will be responsible to record all changes to the sewer branch on the Property Sewerage Plan. The updated information must include Surface and Invert level at inspection shaft (27A), new branch length to 27A and new Tie measurement.

Failure to forward this information to Yarra Valley Water will void this consent to build the above structure(s).

**CONDITIONS OF APPROVAL**

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

I will be glad to answer any questions you may have and may be contacted on the number shown.

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd. :

Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets.

Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;

Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.



MISS SHANGARY SRISKKANTHARAJAH  
C/- HOME CONVEYANCING RESERVOIR  
288 BROADWAY  
RESERVOIR VIC 3073

Our reference: 7164663223939

Phone: **13 28 66**

5 November 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 SHANGARY,

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

Notice number	2411161112920
Vendor name	SHANGARY SRISKKANTHARAJAH
Clearance Certificate Period	5 November 2025 to 5 November 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.