



Contract of Sale of Land

Property: **86 Eaststone Avenue WOLLERT 3750**



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

on/...../2024

Print name(s) of person(s) signing:

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

on/...../2024

Print name(s) of person(s) signing: **Craig PEREIRA and Amy PEREIRA**

State nature of authority, if applicable: **Directors of Pereira Securities Pty Ltd**

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

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Particulars of sale

Vendor's estate agent

Name: **Harcourts Rata & Co**

Address: **1, 337 Settlement Road THOMASTOWN 3074**

Email: **sold@rataandco.com.au**

Tel: **0416 574 839**

Vendor

Name: **Pereira Securities Pty Ltd**

ABN/ACN: **609 032 411**

Vendor's legal practitioner or conveyancer

Name: **Noy Legal**

Address: **19 High Street KYNETON 3444 / 27/101 Collins Street MELBOURNE 3000**

Email: **justine@noy.com.au / conveyancer@noy.com.au**

Telephone: **5422 1615/ 8680 2570** Ref: **JJN/KL/243777**

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11822 Folio 924	Lot 7	PS 740382E

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **86 Eaststone Avenue WOLLERT 3750**

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

All fixtures and fittings of a permanent nature

Payment

Price \$

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

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on / /2024

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

~~**Terms contract** (general condition 30)~~

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

GC 23 – special condition

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

GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special Conditions ("SC")

1 Purchaser has read, understands and agrees with the special conditions

- 1.1 The Purchaser warrants that he, she or it has read, understands, acknowledges and agrees with all of the special conditions in this contract.
- 1.2 The Purchaser must not object to or make any requisition or claim any compensation in respect of any of the matters set out in any special condition.
-

2 Purchaser's acknowledgements

- 2.1 The Vendor and its agents have made no representations nor given any warranties about:
- (a) the Property; or
 - (b) the Property's suitability for the Purchaser's intended purpose; or
 - (c) whether any permits (planning, building or otherwise) may be available or issued in respect of the Property;
- other than those contained in this contract.
- 2.2 The Purchaser has:
- (a) conducted a due diligence investigation in all respects of the Purchase to determine all facts that would be of material interest to an investor or acquirer of land; and
 - (b) assessed the viability of the purchase and the Property; and
 - (c) entered into this contract as a result of its due diligence and assessment and has not relied on any representations made by the Vendor or its agents; and
 - (d) purchased the Property 'as is' in all respects.
-

3 No bank guarantee

- 3.1 The Purchaser may not pay the Deposit or any part of the Deposit by bank guarantee.

4 Foreign Acquisitions and Takeovers Act 1975 (Cth)

- 4.1 The Purchaser warrants that the Purchaser is not required to give notice or seek approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth).
- 4.2 The Purchaser indemnifies the Vendor against any loss or damage incurred directly or indirectly by the Vendor arising from the Purchaser's breach of warranty under this special condition.

5 Purchasers buying unequal interests

- 5.1 If there is more than one purchaser, the Purchasers must ensure the contract correctly records at the Day of Sale the proportions in which they are purchasing the Property.
- 5.2 If the proportions in the transfer of land differ from those recorded in the contract, the Purchasers must pay any additional duty assessed in respect of the difference.
- 5.3 The Purchasers indemnify the Vendor, its agents and its lawyer against any claims or demands made in respect of any additional duty.

6 Special conditions prevail

- 6.1 In the event of inconsistency, the Special Conditions prevail over the general conditions.
- 6.2 These Special Conditions do not merge on settlement or if the contract is ended before settlement.

~~7 Sale by auction~~

- ~~7.1 The Property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the *Sale of Land (Public Auction) Regulations 2014 (Vic)* or any rules prescribed by regulation which modify or replace those rules.~~
- ~~7.2 The auctioneer may bid on behalf of the vendor provided that the auctioneer declares the vendor bids.~~

8 Unconditional contract

- 8.1 This contract is unconditional in all respects.

9 Release of deposit

- 9.1 Upon request by the Vendor's agent or lawyer or conveyancer the Purchaser must sign a Section 27 Statement to facilitate early release of the deposit if the statement contains the particulars specified by Section 27 of the *Sale of Land Act 1962 (Vic)*

10 Land Tax

- 10.1 If the sale price of the Property is less than **\$10,000,000 (which in this case it is)**, there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at settlement or otherwise.

11. Christmas and New Year Closure Period

This Special condition only applies to contracts where the Settlement Date is chosen (or arises) in the office closure period (as defined below)

Notwithstanding any other provisions in this Contract: -

- 11.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day during the period between 20 December 2024 and 13 January 2025 (inclusive as to the above range of dates and hereafter jointly and severally called the "Office Closure Period"), that the great majority of Conveyancing Practices, law firms and settlement agents are closed for business, Estate Agents are often unable to arrange "Final Inspections" under General Condition 29 due to their own staff holidays or Vendors being away on Holidays themselves, Banks and most other Lenders are operating with severely restricted staff, there are numerous Public Holidays and Land Registry have for some years in the past closed for some additional days;

11.2 If settlement of this Contract becomes due or is already stated in the Contract to be due in the Office Closure Period, then it is agreed nevertheless that settlement of this Contract shall be due and effected on 15 January 2025

11.3 The Purchaser and/or their Conveyancer/Legal Representative may not issue a Default Notice upon the Vendor or their Conveyancing/Legal Representative during the Office Closure Period arising from or in connection with the failure to complete this Contract or any other alleged breach during the Office Closure Period, or for any other reason and if the Purchaser does so, the period to remedy the Default stated therein is agreed to be and operate as thirty (30) days (notwithstanding any other period stated therein);

11.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental Income, outgoings or for any increased Land Tax liability by virtue of settlement falling into the next calendar year.

INFORMATION ONLY

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 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.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 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.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In 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.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the 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.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *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.

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

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

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

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

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

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

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

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

- (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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

Interest at 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.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Guarantee and Indemnity

TO: The Vendor named and described in the Schedule

IN CONSIDERATION of you entering into a Contract ("Contract") with the Purchaser ("Purchaser") named and described in the Schedule to sell to the Purchaser the property described in the Schedule at the request of the persons named in the Schedule as the Guarantor ("Guarantor") and for all other good and valuable consideration the Guarantor **AGREES WITH AND GUARANTEES AND INDEMNIFIES** you as follows –

1. **The** Guarantor shall pay to you on demand by you any money payable under the Contract which is not paid by the Purchaser within the time prescribed in the Contract for payment, whether demand for the money has been made by you on the Purchaser or not.
2. **The** Guarantor shall perform on demand by you all obligations binding the Purchaser which the Purchaser does not perform within the time prescribed in the Contract for performance, whether demand for performance has been made by you on the Purchaser or not.
3. **You** may, without affecting this Guarantee, grant any extension of time or other indulgence to, compound or compromise with or release the Purchaser or any person or corporation (including any person or corporation liable jointly with the Guarantor in respect of any other guarantee or security) from compliance with the provisions of the Contract or release, vary or renew in whole or in part any security, document of title, asset or right held by you.
4. **All** money received by you from or on account of the Purchaser (including any dividends upon the liquidation of the Purchaser) or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser shall be regarded as payment in gross without any right on the part of the Guarantor to stand in your place or claim the benefit of any money so received until the Guarantor has paid the total indebtedness of the Purchaser. If the Guarantor goes into liquidation or receivership you shall be entitled to prove for the total indebtedness of the Purchaser.
5. **If** the Purchaser goes into liquidation, the Guarantor authorises you to prove for all moneys which have been paid under this Guarantee and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the indebtedness of the Purchaser to you. The Guarantor waives in your favour all rights against you and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Guarantee.
6. **Your** remedies against the Guarantor shall not be affected if any security held by you in relation to the indebtedness of the Purchaser or the Contract or both is void, voidable or unenforceable.
7. **The** Guarantor indemnifies you against any loss you may suffer by reason of the Purchaser (being a Company) having exceeded its powers or going into liquidation and, in particular, the Guarantor indemnifies you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
8. **Any** demand or notice under this Guarantee may be made or given in writing signed by you or by a director or secretary of you or your solicitors and (without prejudice to any other mode of service permitted by law) may be served on the Guarantor by prepaid letter at the Guarantor's address shown in the Schedule. Any notice or demand shall be deemed to be received the day after posting.

- 9. **The** Guarantor shall when required by you execute all documents and perform all acts as may be required by you to give effect to this Guarantee.
- 10. **The** Guarantor acknowledges that it was not induced to execute this Guarantee by any representation or promise made by you or on your behalf.
- 11. **This** Guarantee binds the Guarantor's personal representatives, successors and assigns.
- 12. **Where** this Guarantee is executed by two or more persons (other than as agents for a named principal) :
 - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security; and
 - (b) a demand or notice under this Guarantee if made on or given to any one or more of those persons is deemed to have been given to all of them; and
 - (c) the expression "the Guarantor" includes all of those persons jointly and each of them severally and their respective personal representatives, successors and assigns."
- 13. **In** this Guarantee "person" and words importing persons include bodies corporate.

Schedule

Particulars of contract:

Vendor: **Pereira Securities Pty Ltd**

Property: **86 Eaststone Avenue Wollert 3750**

Purchaser: _____ **Pty Ltd**

ACN _____

ABN _____

Date of contract _____ **2024**

Guarantors:

Signature		_____
Name		_____
Address		_____
Signature		_____
Name		_____
Address		_____

Pereira Securities Pty Ltd
ACN 609 032 411
(the Vendor)

Vendor's Statement

86 Eaststone Avenue
WOLLERT VIC 3750

19 high street kyneton 3444
27/101 collins street melbourne
t 5422 1615 / 8680 2570
e justine@noy.com.au
www.noy.com.au

ref: JJN/KL/243777



Vendor's Statement to the Purchaser of Real Estate

pursuant to s.32 Sale of Land Act 1962 (2014 version)

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.

Property:	86 Eaststone Avenue WOLLERT VIC 3750	
	Lot 7 on Plan of Subdivision 740382E being the whole of the land contained in Certificate of Title Volume 11822 Folio 924	
Vendor's name:	Pereira Securities Pty Ltd	
Vendor's signature:	 Craig Pereira	Date: 23 October 2024
	 Amy Pereira	

Purchaser's name(s):		
Purchaser's signature(s):		Date: _____
		_____ 2024

INFORMATION ONLY

IMPORTANT NOTICE TO PURCHASERS

(1) Permitted use of property

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

(2) Impact of nearby properties and activities

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

(3) Essential services and cost of connecting services

You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

(4) Self contained smoke alarms

All buildings must have smoke detectors and alarms installed. The mandatory requirements for smoke alarms (devices that combine smoke detection and alarm facilities in a single unit) are specified in the *Building Code of Australia* and the *Building (Interim) Regulations 2005*. These provisions require self contained smoke alarms that comply with AS3786. Compliance will become the Purchaser's responsibility.

1. FINANCIAL MATTERS

- (a) **Particulars of any mortgage over the land which is not to be discharged at settlement;**

Not applicable

- (b) **Particulars of any charge (whether registered or not) over the land to secure an amount due under any Act;**

Attached (if applicable)

- (c) The amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of those rates, taxes, charges or outgoings which is unpaid including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge of;

Attached.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property. This excludes any adjustment for Land Tax unless the purchase price is more than \$10,000,000.00.

NOTE: **Owners Corporation** fees are not included in this section but where applicable will be disclosed in an attached certificate or information statement.

The purchaser may become liable to pay State Land Tax in relation to the property depending on the purchaser's other land holdings.

- (d) **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120.2
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

- (e) **Particulars of payments required under a Terms Contract;**

This section only applies if this vendor's 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 or rents and profits.

Not applicable

2. INSURANCE DETAILS

(a) Damage and Destruction

If the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;

Not applicable. The Land is at the risk of the vendor until settlement.

(b) Owner Builder

If there is a residence on the land which was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to that residence;

Not applicable.

3. MATTERS RELATING TO LAND USE

(a) Description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered);

See attached title + plan. The vendor does not know of any existing failure to comply with their terms.

(b) Designated Bushfire Area

Is the land in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*?

NO

(c) Road Access

Is there access to the property by road?

Yes

(d) Planning Scheme

See attached certificate.

The purchaser buys subject to any planning or building controls or restrictions. To view planning maps and planning schemes provisions (including zoning and overlay provisions) go to www.dse.vic.gov.au/planningschemes

4. NOTICES

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

Nil to the vendor's knowledge

The vendor has no means of knowing of all decisions of public authorities & government departments affecting the property unless such decisions are communicated to the vendor

(b) NOTE: If the land is used for agricultural purposes additional information is required.

- (c) Particulars of any notice of intention to acquire served under s.6 of the *Land Acquisition and Compensation Act 1986*;

Nil to the vendor's knowledge

5. BUILDING PERMITS

If there is a residence on the land, particulars of any building permit issued under the Building Act 1993 in the preceding 7 years in relation to a building on the land;

attached

6. OWNERS CORPORATION

Information concerning an Owners Corporation within the meaning of the *Owners Corporation Act 2006*;

attached

7. GROWTH AREA INFRASTRUCTURE CONTRIBUTION (GAIC) DETAILS

- (a) Is there a work-in-kind agreement in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

Not applicable

- (b) Is there GAIC recording in place in respect of the land within the meaning of part 9B of the *Planning and Environment Act 1987*?

Not applicable

8. DISCLOSURE OF CONNECTED AND NON-CONNECTED SERVICES

The following services are connected or not connected to the land:-

Connected?	Service
<input checked="" type="checkbox"/> Yes [] No	Electricity
<input checked="" type="checkbox"/> Yes [] No	Gas
<input checked="" type="checkbox"/> Yes [] No	Water
<input checked="" type="checkbox"/> Yes [] No	Sewerage
<input checked="" type="checkbox"/> Yes [] No	Telephone

9. EVIDENCE OF TITLE

The following copies of documents concerning title are attached

Register Search Statement or Certificate of Title

Registered plan/diagram location

Instrument(s) if applicable

10. SUBDIVISION

Not applicable

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

Not applicable.

12. DUE DILIGENCE CHECKLIST

A due diligence checklist for prospective purchasers of vacant residential land or land on which there is a residence to assist purchasers in identifying information they may wish to obtain in respect of the land for sale;

Is attached

Is available at consumer.vic.gov.au/duediligencechecklist

12. LEASES and RESIDENTIAL TENANCY AGREEMENTS

attached

13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13).
(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections).*

	Documents	Pages
	Vendor's Statement including this page	8
1	Certificate of Title Volume 11822 Folio 924	1
2	Instrument – Covenant	5
3	Instrument – Section 173 Agreement	53
4	Plan of Subdivision PS 740382E	3
5	Owners Corporation Report OC1	2
6	Owners Corporation Report OC2	2
7	Land Information certificate Whittlesea City Council	2
8	Information Statement Yarra Valley Water	9
9	State Revenue Office – Land Tax	2
10	State Revenue Office – Commercial and Industrial Property Tax	2
11	State Revenue Office – Windfall Gains Tax	2
12	Owners Corporation – Love Owners Corporation	21
13	Owners Corporation – Love Owners Corporation	21
14	Planning property report	8
15	Building certificate Whittlesea City Council	2
16	VicRoads certificate	1
17	Residential Tenancy Agreement	12
18	Consumer Affairs Victoria Due Diligence Checklist	2
	Total	158

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

Page 1 of 1

VOLUME 11822 FOLIO 924

Security no : 124117644287D
Produced 22/08/2024 01:10 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 740382E.
PARENT TITLE Volume 11505 Folio 109
Created by instrument PS740382E 28/09/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PEREIRA SECURITIES PTY LTD of 106 EDGECOMBE STREET KYNETON VIC 3444
AN311762D 25/11/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN311763B 25/11/2016
SECURE FUNDING PTY LTD

COVENANT AL676584E 11/02/2015

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 PS740382E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 86 EASTSTONE AVENUE WOLLERT VIC 3750

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS740382E
OWNERS CORPORATION 2 PLAN NO. PS740382E

DOCUMENT END

AL676584E

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: Jafer Lawyers

Phone:

Address: 56 Pascoe Vale Road MOONEE PONDS VIC 3039

Reference: 214585

Customer Code: 4966F

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Certificate of Title

Volume	Folio
11505	109

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$1,050,000.00

Transferor: *(full name)*

URBAN RENEWAL AUTHORITY VICTORIA

Transferee: *(full name and address including postcode)*

EASTSTONE PROPERTY GROUP PTY LTD ACN 602 640 942 of 50 Summit Drive, Mickleham 3064

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferee, for itself, its heirs, successors and transferees and the registered proprietors for the time being of the land transferred by this transfer, covenants with the Transferor, its heirs, successors and transferees and the other proprietors for the time being of the land comprised in certificate of title volume 11198 folio 587 (being lot W on PS626281Y), and with the intent that the burden of the covenant will bind to and run at law and in equity with the land transferred by this transfer (**Land**) and that the benefit of the covenant will attach to and run with certificate of

30800812A

Duty Use Only

T2

Page 1 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AL676584E

Transfer of Land Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

title volume 11198 folio 587 (being Lot W on PS626628Y), that the Transferee will not do, permit or suffer any of the following:

- (a) Use of the Land for any purpose other than medium density residential housing and ancillary purposes;
- (b) Erection on the Land of any building, structure or improvement (**Improvement**) intended to be used as anything other than medium density residential housing and ancillary uses;
- (c) Erection on the Land of any Improvement without the prior written approval of the Urban Renewal Authority Victoria (**Places Victoria**) to the plans and specifications for that Improvement;
- (d) Application to any council or other person or authority for a building permit under the Building Act 1993 (Vic) (or any legislation that replaces it) to construct any Improvement on the Land unless Places Victoria has previously approved in writing of the plans and specifications for the Improvement the subject of the proposed application; and
- (e) Completion of any contract for the sale of the Land without obtaining the prior written approval of Places Victoria to the landscaping works to be done on the part of the Land which abuts the road or carriageway giving primary legal access to the Land,

And it is intended that this covenant will be set as an encumbrance on the certificate of title to issue for each lot transferred by this Transfer and that this covenant will run forever at law.

30800812A

Duty Use Only

T2

Page 2 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AL676584E

Annexure Page

Transfer of Land Act 1958

In accordance with the
Urban Renewal Authority Victoria Act 2003
the official seal of the Authority is affixed in the presence of

Dated:

~~Executed by Urban Renewal Authority Victoria
by being signed by the person/people authorised to sign for the company:~~

Director.....
Full name:.....
Usual address:.....

Director/Secretary.....
Full name:.....
Usual address:.....



[Signature]
DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER

Executed by Eaststone Property Group Pty Ltd 602 640 942
by being signed by the people authorised to sign for the company:

Director.....
Full name:..Nabil Mourad.....
Usual address:..9 Bambury Court, Campbellfield 3061

Director/Secretary.....
Full name:..Samir Mourad.....
Usual address:..50 Summit Drive, Mickleham 3064...

[Signature]
LEO HENNESSY
LEGAL SERVICES DIRECTOR

Approval No.
11731302A

A1

Page 2 of 3

4. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
5. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
6. All pages must be attached together by being stapled in the top left corner

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AW315702X

Owners corporation notification of change of address
Section 34(2) Subdivision Act 1988

Privacy Collection Statement

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

Signing:

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of **MJS BODY CORPORATE MANAGEMENT PTY LTD**

Signer Name **DAVID WILLIAM HARPER**

Signer Organisation **DAVIES MOLONEY SOLICITORS**

Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature

Execution Date **14 NOVEMBER 2022**

DAVID WILLIAM HARPER LL.B
Level 8, 221 Queen Street, Melbourne Vic 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

35271702A

34(2)SA

Page 2 of 2

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

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Document Identification	AF771740P
Number of Pages (excluding this cover sheet)	52
Document Assembled	22/08/2024 13:10

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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



Lodged at the Land Titles Office by:

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

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

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

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

2

AF771740P



Name of officer:

DAVID TURNBULL

Office held:

CEO

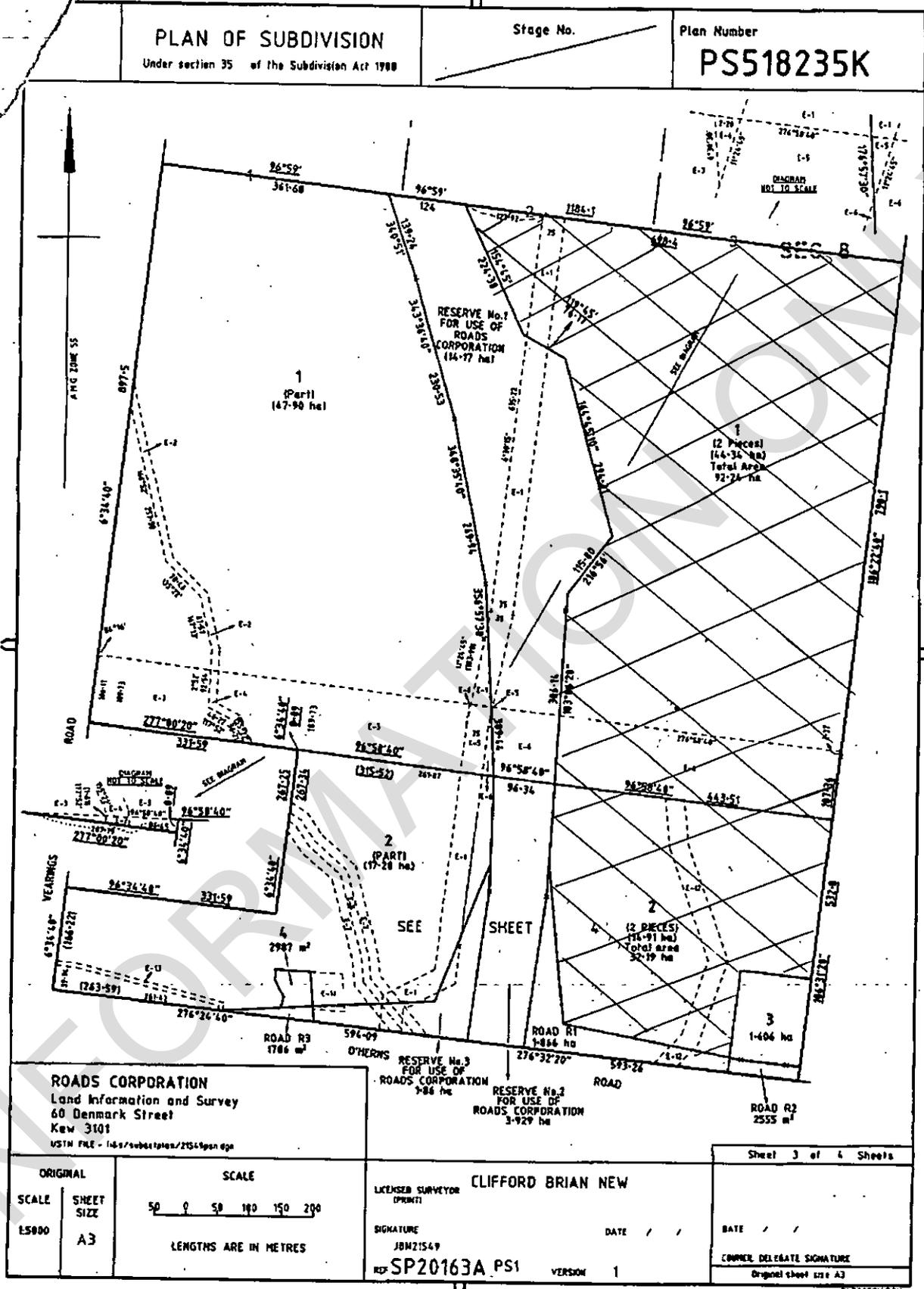
Date:

14/3/08

INFORMATION ONLY

"A"

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



PLAN OF SUBDIVISION
Under section 35 of the Subdivision Act 1988

Stage No.

Plan Number

PS518235K

ROADS CORPORATION
Land Information and Survey
60 Denmark Street
Kew 3101
MSTM FILE - 14617000410101/2514900n.dwg

RESERVE No. 1 FOR USE OF ROADS CORPORATION
14.77 ha

RESERVE No. 2 FOR USE OF ROADS CORPORATION
3.929 ha

ORIGINAL SCALE
SCALE SHEET SIZE
ES800 A3

SCALE
50 0 50 100 150 200
LENGTHS ARE IN METRES

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

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

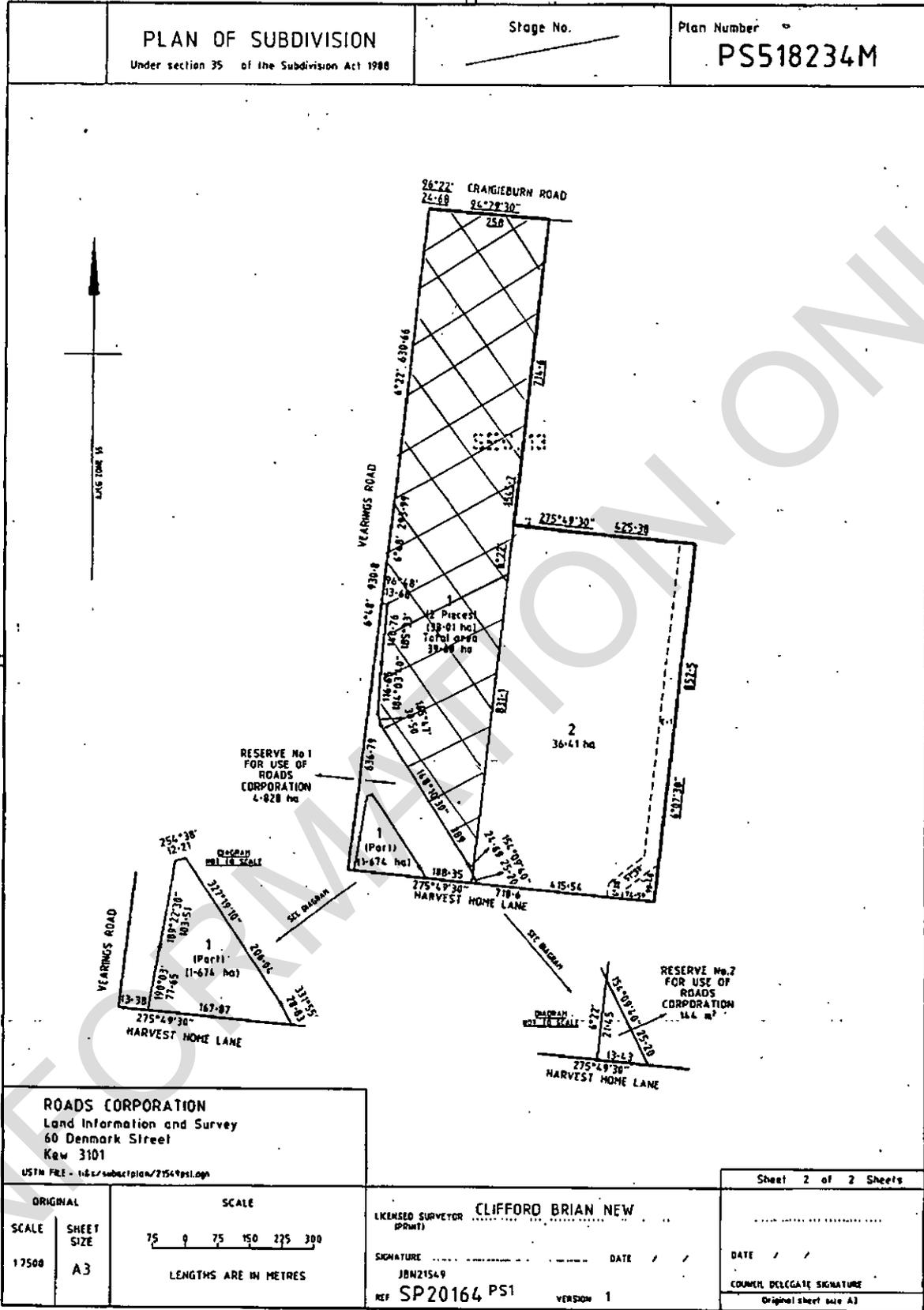
AF771740P

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"B"

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



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"C"

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

HARVEST HOME ROAD

Enlargement A
1.125ha

O'HERNS ROAD

Lot A: 42.39ha
Lot B: 4.06ha

ENLARGEMENT NOT TO SCALE

AF771740P

10/04/2008 \$187

Coomes Consulting Group Pty Ltd ccg@ccg.com.au ccg.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 8983 7858 F 61 3 8982 7829	coomes consulting	SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:10000 A3
LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy SIGNATURE REF: 3604-24 <small>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:</small>		DATE 21/5/2024 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
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

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BETWEEN

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

(Council)

AND

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

(Owner)

RECITALS

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

THE PARTIES AGREE

1. DEFINITIONS

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

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

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

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

Act means the *Planning and Environment Act 1987*.

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

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

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

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

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

Amendment means Amendment C41 to the Planning Scheme.

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

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

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

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

Contribution Portion means 31.96% of the Transport Corridor Land.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

3.1 Development Contributions

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

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

3.2 Open Space Land and Project Land transfers

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

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

whichever is the earliest.

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

3.2.7.1 the circumstances in which compensation will be paid for anything done under the permit; and

3.2.7.2 the amount, or the method of determining the amount, of compensation payable;

3.3 Transport Corridor land

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

3.3.2 the Council and the Owner acknowledge:

3.3.2.1 that the balance of the Transport Corridor Land will be acquired by the Department of Infrastructure by way of a separate agreement between the Owner and the Department of Infrastructure;

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

3.4 Road Infrastructure Projects

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



3.5 Non-Road Projects

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

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

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

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

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

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

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

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

3.5.8 The Owner agrees that:

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

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



4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN

The parties agree that:

4.1 Adjustment of costs

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

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

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

4.2 Review of Development Contributions Plan

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

5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

- 5.1 VicUrban agrees that notwithstanding the sale of the Subject Land or part thereof to a 3rd party, VicUrban will remain responsible for and must deliver each of the Infrastructure Projects that are located entirely within the Subject Land or that part of the Subject Land and that VicUrban must make and put in place any private contractual arrangements necessary between itself and the 3rd party that is required to give full effect to this obligation.
- 5.2 VicUrban will, in respect of any development contributions delivered pursuant to this Agreement, keep proper records and accounts in accordance with its obligations.
- 5.3 VicUrban agrees that, if it becomes the owner in fee simple of any part of the Additional Area:
- 5.3.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;
- 5.3.2 the part of the Additional Area owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;
- 5.3.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the part of the Additional Area owned by VicUrban in accordance with section 181 of the Act.
- 5.4 VicUrban agrees that when the New Lot has been created and VicUrban has become the owner in fee simple of the New Lot:



- 5.4.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;
 - 5.4.2 the New Lot owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;
 - 5.4.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the New Lot owned by VicUrban in accordance with section 181 of the Act.
- 5.5 VicUrban agrees that if, after using its best endeavours, Council is unable to reach an agreement with the Department of Education and Early Childhood Development under clause 6.7 of this Agreement:
- 5.5.1 VicUrban shall provide land for the 3rd Oval which shall, in combination with the 1st Oval be 7.2ha in area, or such lesser amount as may be agreed between the Council and VicUrban;
 - 5.5.2 if the 3rd Oval is provided and impacts on the land available for a Community Activity Centre, VicUrban must also offset the loss of land for the Community Activity Centre by providing sufficient replacement land or space within a building for the Community Activity Centre to Council's satisfaction;
 - 5.5.3 the land provided under clause 5.5.2 will not be offset against any other public open space land or obligations in this Agreement.

6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

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



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

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

7. FURTHER OBLIGATIONS OF THE OWNER

7.1 Notice and Registration

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

7.2 Further actions

The Owner further covenants and agrees that:

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

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

7.3 Council's Costs to be Paid

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

8. AGREEMENT UNDER SECTION 173 OF THE ACT

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

9. OWNER'S WARRANTIES

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



10. SUCCESSORS IN TITLE

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

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

11. GENERAL MATTERS

11.1 Notices

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

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

11.3 No Waiver

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

11.4 Severability

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



11.5 No Fettering of Council's Powers

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

11.6 Penalty for late payment

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

11.7 Lower order infrastructure

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

12. GOODS AND SERVICES TAX

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

13. COMMENCEMENT OF AGREEMENT

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

14. ENDING OF AGREEMENT

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

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

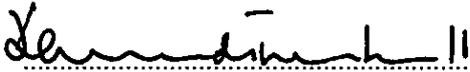
14.2.1 the Agreement will end in relation to that allotment; and

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

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

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

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


.....

)
)
)
Chief Executive Officer

.....

Councillor

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


.....
Chief Executive Officer



.....
General Manager



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Schedule 1

Certificates of Title comprising the Subject Land

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

Does not exist

INFORMATION ONLY

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Schedule 2

Lower Order Infrastructure Items

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

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

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Schedule 3

Specifications for Non-Road Projects

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

AF771740P



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

23 August 2007

Ref: 4605-06

Vicurban
 Level 12, 700 Collins Street
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

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

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

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

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Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully
PROWSE QUANTITY SURVEYORS PTY LTD



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PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

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

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 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/2

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

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

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

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

CLIENT: VicUrban

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

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

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

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

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

CLIENT: VicUrban

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

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

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

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Oval Works				
	Senior Ovals (16,000m ² , Approx 165x130m)	No	1	480,000	480,000
	Training lights (1 No oval)	No	1	30,000	30,000
	Car parking (Not Required)	ITEM			-
	Credit for D.E. & T. funds for oval (Nil)	ITEM			-
	Balance of funds	ITEM			(1,000)

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

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

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

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

CLIENT: VicUrban

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

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

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

AF771740P





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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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INFORMATION ONLY



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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

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

CLIENT: VicUrban

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

SUB-TOTAL				\$	262,000
PRELIMINARIES (Included Above)	-	%		\$	-
DESIGN VARIABLE	5.00	%		\$	13,000
COST ESCALATION TO TENDER	-	%		\$	-
COST ESCALATION DURING CONSTRUCTION	2.00	%		\$	6,000
CONTRACT CONTINGENCY	2.50	%		\$	7,000
PROFESSIONAL FEES	11.00	%		\$	32,000
LOOSE FURNITURE & EQUIPMENT (Excluded)		ITEM		\$	-

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

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

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

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

CLIENT: VicUrban

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

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

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

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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,789,000

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ 2,200,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,356,000

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

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

(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ **750,000**





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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 1,670,000





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,374,000

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ 1,690,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

AF771740P

10/04/2008 \$187 173



AF771740P



Annexure

Plan identifying the

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

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

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

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



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS740382E
Number of Pages (excluding this cover sheet)	2
Document Assembled	22/08/2024 13:10

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	EDITION 1	PS 740382E
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<p>LOCATION OF LAND</p> <p>PARISH: Wollert</p> <p>TOWNSHIP: -</p> <p>SECTION: 13</p> <p>CROWN ALLOTMENT: 2 (Part)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCE: Vol.11505 Fol.109</p> <p>LAST PLAN REFERENCE: Lot B on PS 645320J</p> <p>POSTAL ADDRESS: Lot B Eaststone Avenue - Wollert, 3750 (at time of subdivision)</p> <p>MGA CO-ORDINATES: E: 323 670 ZONE: 55 (of approx centre of land GDA 94 in plan) N: 5 834 770</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609038 Planning Permit Reference: 609038 SPEAR Reference Number: S073790T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification</p> <p>Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 28/04/2016</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	<p>Boundaries defined by buildings are shown by thick continuous lines. Location of boundaries defined by buildings:- Median:- Boundaries shown M Exterior Face:- All other boundaries</p> <p>Common Property 1 is all the land in the plan except Lots 1 to 20 (Both Inclusive).</p>
Nil	Nil	
NOTATIONS		
DEPTH LIMITATION : Does not apply		
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; width: fit-content;"> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</p> </div>		

EASEMENT INFORMATION

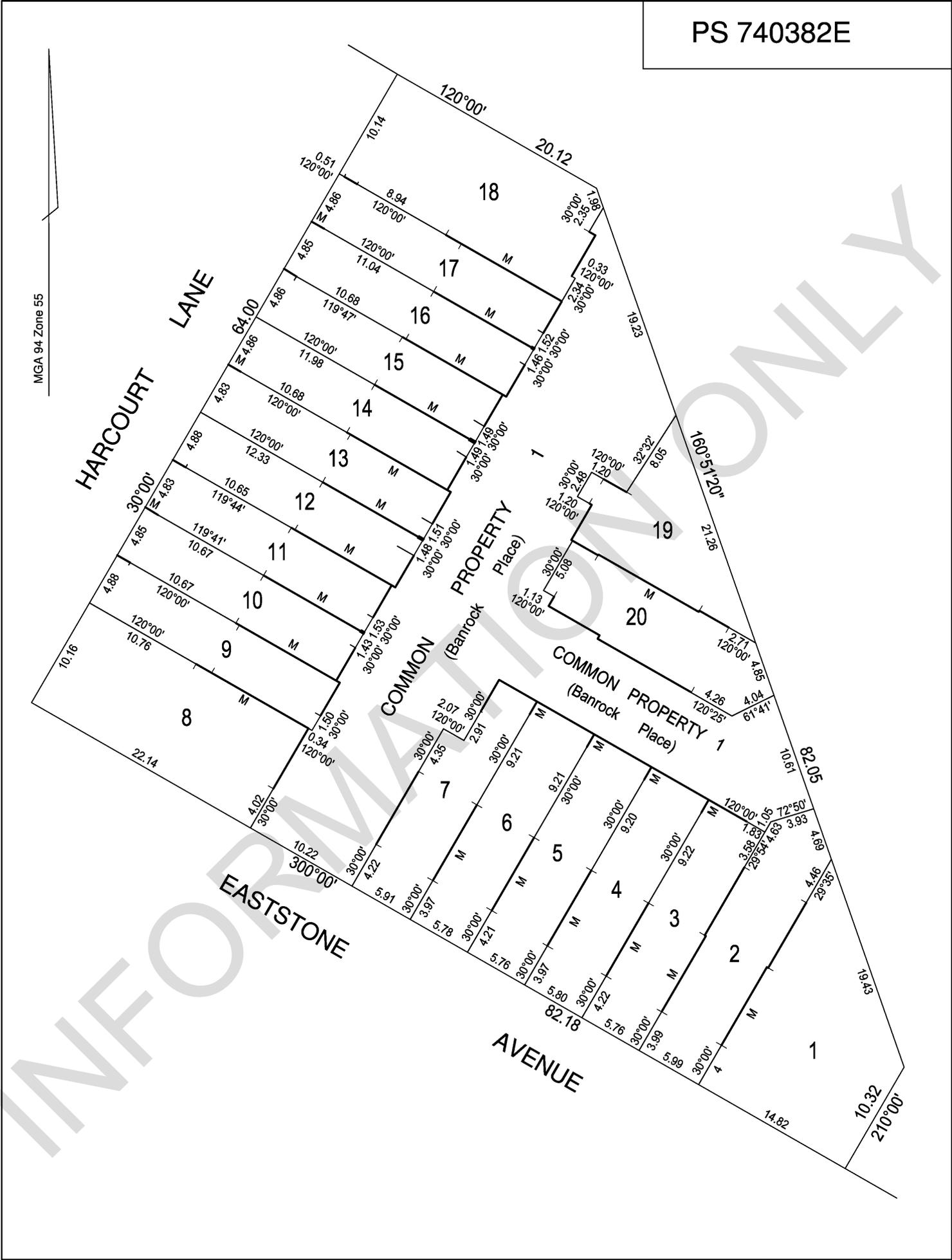
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 Applies to the land herein

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

<p>Di MASE BERRY & Co Pty Ltd 142A Sydney Road, BRUNSWICK 3056 Tel 9387 7577 Fax 9387 8813</p>	<p>SURVEYORS FILE REF: 13010</p> <p>Digitally signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd), Surveyor's Plan Version (3), 27/04/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 2</p> <p>PLAN REGISTERED TIME: 2:22 DATE: 28/9/16 Randall McDonald Assistant Registrar of Titles</p>
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PS 740382E



Di MASE BERRY & Co Pty Ltd
 142A Sydney Road, Brunswick 3056
 Tel 9387 7577 Fax 9387 8813

SCALE
 1 : 300

LENGTHS ARE IN METRES

Digitally signed by: Geoffrey Berry (Di Mase Berry & Co Pty Ltd),
 Surveyor's Plan Version (3),
 27/04/2016

ORIGINAL SHEET
 SIZE: A3

SHEET 2

Digitally signed by:
 Whittlesea City Council,
 28/04/2016,
 SPEAR Ref: S073790T



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 22/08/2024 01:10:28 PM

OWNERS CORPORATION 1
PLAN NO. PS740382E

The land in PS740382E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 20.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW315702X 29/11/2022

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC032132C 28/09/2016

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/08/2024 01:10:28 PM

**OWNERS CORPORATION 1
PLAN NO. PS740382E**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Total	2000.00	2000.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 22/08/2024 01:10:28 PM

OWNERS CORPORATION 2
PLAN NO. PS740382E

The land in PS740382E is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 3 - 20.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

2A BYFIELD STREET RESERVOIR VIC 3073

AW315702X 29/11/2022

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC032133A 28/09/2016

Notations:

Folio of the Register for Common Property No. 1 is in the name of Owners Corporation 1.

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/08/2024 01:10:28 PM

**OWNERS CORPORATION 2
PLAN NO. PS740382E**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Total	1800.00	1800.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Date of issue
23/08/2024

Assessment No.
979112

Certificate No.
163899

Your reference
73971908-023-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 86 Eaststone Avenue WOLLERT 3750

Description: LOT: 7 PS: 740382E

AVPCC: 120.2 Single Strata Unit

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$390,000	\$85,000	\$19,500

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 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$913.30
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$33.93
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 23/08/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,095.88

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,095.88
--	-------------------

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:

Full private waste management service



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 979112



Phone 1300 301 185
Ref 979112



Billers Code 5157
Ref 979112

22nd August 2024

Noy Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Noy Legal C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	86 EASTSTONE AVENUE WOLLERT 3750
Applicant	Noy Legal C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30877472
Conveyancing Account Number	7959580000
Your Reference	357509

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	86 EASTSTONE AVENUE WOLLERT 3750
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

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

Melbourne Water Property Information Statement

Property Address	86 EASTSTONE AVENUE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

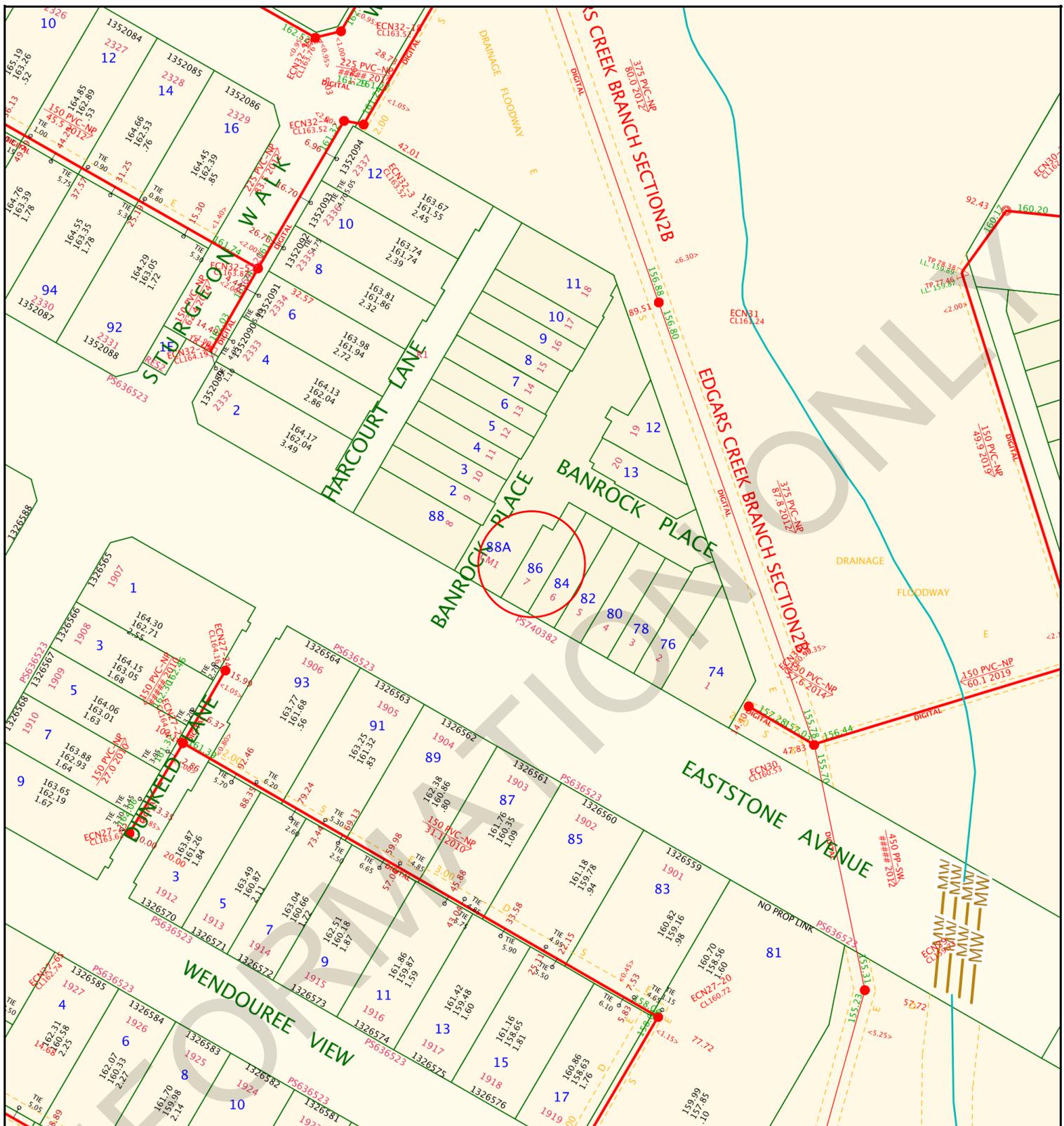
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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: 30877472**

Address	86 EASTSTONE AVENUE WOLLERT 3750
Date	22/08/2024
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Noy Legal C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 0588842681
Rate Certificate No: 30877472

Date of Issue: 22/08/2024
Your Ref: 357509

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
86 EASTSTONE AVE, WOLLERT VIC 3750	7\PS740382	5115313	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$193.11

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
360C HARVEST HOME RD, WOLLERT VIC 3750	D\D PS636543	5056579	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

Property No: 5115313

Address: 86 EASTSTONE AVE, WOLLERT VIC 3750

Water Information Statement Number: 30877472

HOW TO PAY



Billers Code: 314567
Ref: 05888426815

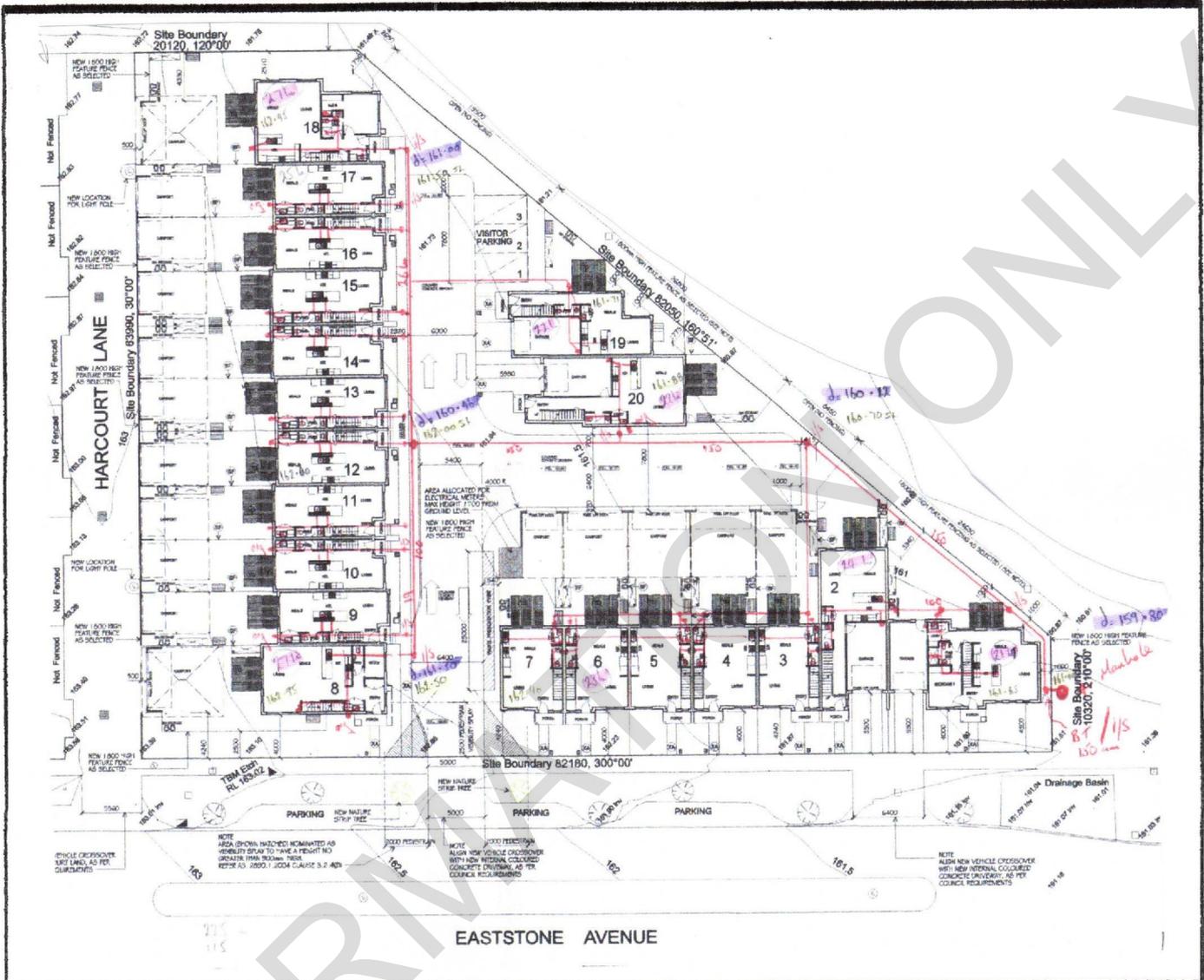
**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PLAN NUMBER
1354923 - 164159
 Plan Number - easyACCESS Application ID

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.



Yarra Valley Water Address **88 A EASTSTONE AVE WOLLERT**

Property Sewerage Plan	Property Service No	1354923	N ↑ N
	Scale	N.T.S.	

Disclaimer: The information is supplied on the basis that 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; and
 - recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.

SEWER POINT LOCATION	FIXTURES Per Unit		
E.P	Closet	2	1 Trough
N.S.L	Urinal	1	Washing Machine
I.L	Bath	1	Dishwasher
DIA	Shower	1	Waste Disposal Unit
DEPTH	Basin	2	Swimming Pool
CHAINAGE FROM M/H TO	Sink	1	

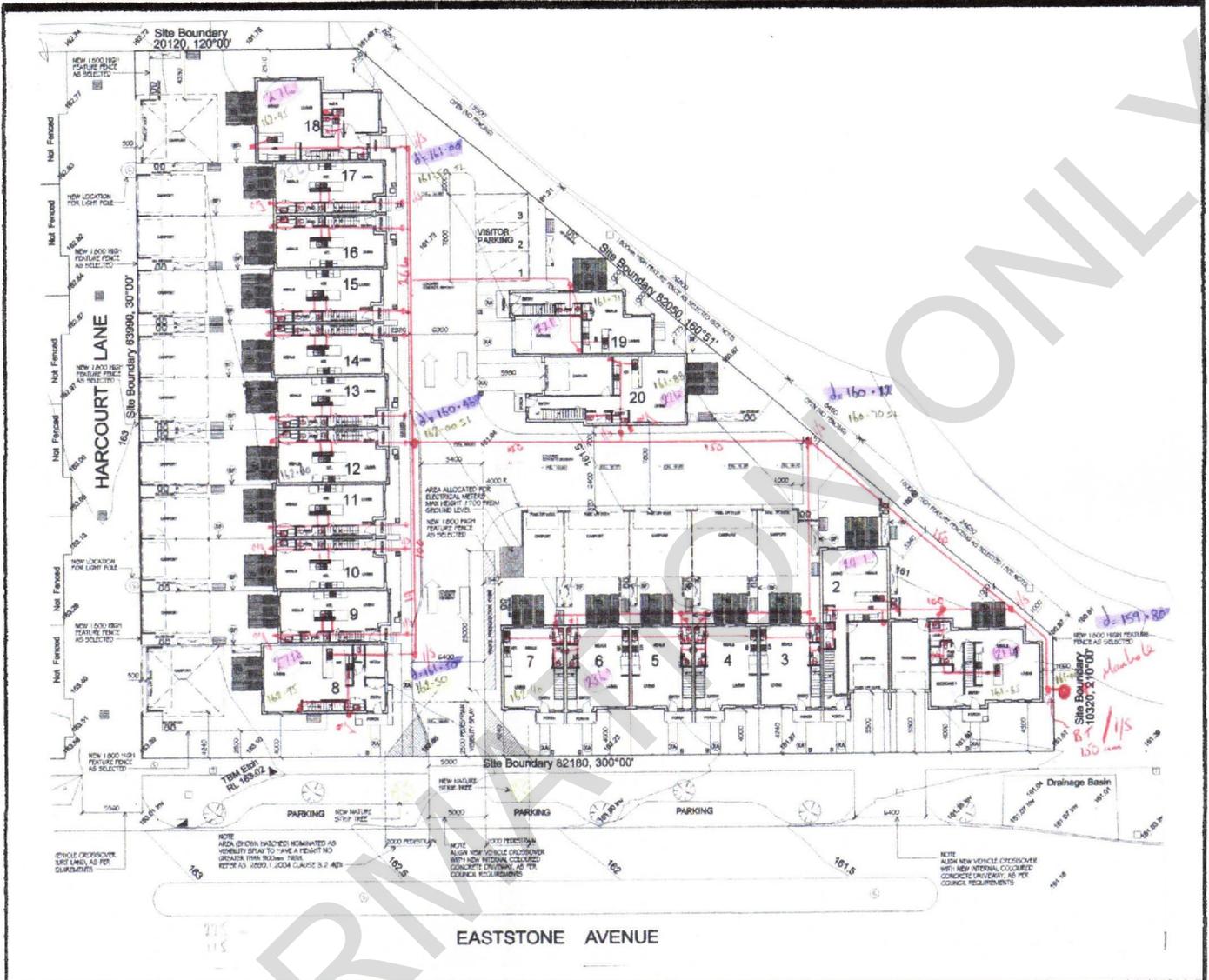


B.C.H
U/S M/H
PIPE DIA

BT BOUNDARY TRAPPED
 If the Letters 'BT' appear as a part of the PSP Number or anywhere within the property on this plan (e.g. 123456 BT) then a Boundary Trap must be fitted to the drain.
All other properties are Boundary Trap Omitted.

PLAN NUMBER
1354923 - 164159
 Plan Number - easyACCESS Application ID

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.



Yarra Valley Water Address **88 A EASTSTONE AVE WOLLERT**

Property Sewerage Plan	Property Service No	1354923	N ↑ N
	Scale	N.T.S.	

Disclaimer: The information is supplied on the basis that 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; and
 - recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.

SEWER POINT LOCATION	FIXTURES Per Unit			
E.P	Closet	2	1	Trough
N.S.L	Urinal		1	Washing Machine
I.L	Bath		1	Dishwasher
DIA	Shower	1		Waste Disposal Unit
DEPTH	Basin	2		Swimming Pool
CHAINAGE FROM M/H TO	Sink	1		



Yarra Valley Water
 ABN 93 066 902 501

B.C.H
U/S M/H
PIPE DIA

BT BOUNDARY TRAPPED
 If the Letters 'BT' appear as a part of the PSP Number or anywhere within the property on this plan (e.g. 123456 BT) then a Boundary Trap must be fitted to the drain.
All other properties are Boundary Trap Omitted.

Property Clearance Certificate

Land Tax



INFOTRACK / NOY LEGAL

Your Reference:	243777
Certificate No:	79577911
Issue Date:	22 AUG 2024
Enquiries:	ESYSPROD

Land Address: 86 EASTSTONE AVENUE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43410791	7	740382	11822	924	\$500.00

Vendor: AMY PEREIRA & CRAIG PEREIRA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PEREIRA SMSF	2024	\$80,000	\$500.00	\$0.00	\$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$400,000
SITE VALUE:	\$80,000
CURRENT LAND TAX CHARGE:	\$500.00

Notes to Certificate - Land Tax

Certificate No: 79577911

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$80,000

Calculated as \$500 plus (\$80,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79577911

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 79577911

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / NOY LEGAL

Your Reference: 243777
Certificate No: 79577911
Issue Date: 22 AUG 2024
Enquires: ESYSPROD

Land Address: 86 EASTSTONE AVENUE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43410791	7	740382	11822	924	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$400,000
SITE VALUE:	\$80,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79577911

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / NOY LEGAL

Your Reference:	243777
Certificate No:	79577911
Issue Date:	22 AUG 2024

Land Address: 86 EASTSTONE AVENUE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
7	740382	11822	924

Vendor: AMY PEREIRA & CRAIG PEREIRA

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 79577911

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 79577912

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 79577912

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 740382E (1)
Address 88A Eaststone Avenue, Wollert VIC 3049

This certificate is used for **Lot 7 on Plan of Subdivision No 740382E (OC1)**

Postal Address is (none) / 86 Eaststone Avenue, Wollert VIC 3049

Applicant for the certificate is	Noy Legal
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	Thursday, 22 August 2024

IMPORTANT:

PLEASE NOTE: This certificate is valid for the date of issue ONLY. It is highly recommended to obtain a new certificate for the date of settlement. MJS Body Corporate will update certificates for up to two weeks after the date of issue at no cost. Failure to obtain a certificate for the date of settlement may result in the incorrect amount being transferred at settlement. MJS Body Corporate takes no responsibility if an updated certificate for the date of settlement is not requested. All conveyancers MUST provide a notice of acquisition to this office within 7 days of settlement. Failure to provide a notice of acquisition will result in the new lot owner being charged extra fees for investigation and title searches.

The information in this certificate is issued on 26-08-2024

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$2,541.02 and are for the period 01/10/2023 to 30/09/2024 and are payable in 6 monthly instalments, as follows:

6 MONTHLY

01/10/2023 - 31/03/2024 \$1,081.15
01/04/2024 - 30/09/2024 \$1,459.87

PLEASE NOTE – It has been previously resolved at the General Meeting that OC2 be deactivated and all accounts are run from Owners Corporation 1.

(b) The date up to which the fees for the lot have been paid is - 30/09/2024

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	\$ 0.00	Admin Amount Owing	\$ 0.00
Interest Due	\$ 0.00	Interest Due	\$ 0.00
Total Amount Due & Payable	\$ 0.00	Total Amount Due & Payable	\$ 0.00

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334

Account Number: 236089405

Lot Reference: 7

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0023551	Type: Strata - Residential	Broker: Honan Insurance Group Pty Ltd
Insurer: CHU Underwriting Agencies Pty Ltd	Premium: \$15,307.96	Paid On Date: 29/05/2024
Policy Start Date: 06/06/2024	Next Due Date: 06/06/2025	

Cover	Sum Insured	Excess
Building	\$8,721,678	\$2,000
Catastrophe Insurance	Not Included	
Common Area Contents	\$87,217	
Fidelity Guarantee	\$100,000	
Legal Expenses	\$50,000	\$1,000
Loss of Rent	\$1,308,251	
Lot Owners Fixtures & Improvements	\$250,000	
Machinery Breakdown	Not Included	
Office Bearers Liability	\$500,000	
Public Liability	\$20,000,000	
Voluntary Workers	\$200,000 / \$2,000	
Audit Expense	\$25,000	
Appeal Expenses	\$100,000	
Flood	Included	
Fire	Included	\$5,000

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

88A Eaststone Avenue, Wollert VIC 3049

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 13,080.72
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 0.00
Total	\$ 13,080.72

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with MJS Body Corporate until the 28th November 2026.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 26-08-2024

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT

- 1. Information contained in this certificate is deemed to be true and correct from available information at the time this certificate was prepared and issued.**
- 2. This information is subject to change without notice.**
- 3. It is strongly advised that a verbal update prior to settlement of the property be obtained from both parties acting on behalf of the vendor and purchaser.**
- 4. It is further advised that should a update be requested from either party that this update will be provided at no charge if the request is made within 90 days of the issue date of this certificate. Once the 90 day grace period has lapsed an application must be made for a new certificate.**
- 5. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 26-08-2024

This owners corporation certificate was prepared by:



Taliah Mullins

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Annual General Meeting Minutes

For Strata Plan 740382E

88A Eaststone Avenue, WOLLERT VIC 3049

Held at: Time: 10:00AM, on Tuesday, 28 November 2023

Via: Zoom Online Web Conference

1. CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lot Owners in Attendance:

Lot 9 Daryl Mitchell

Also, in attendance by invitation:

Taliah Mullins – MJS Body Corporate

DETERMINATION OF A QUORUM

1 lot represented a total of 20 lots.

Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

NON-FINANCIAL MEMBERS

In accordance with Section 89B of the Owners Corporation Act 2006, a lot owner who is in arrears for any amount owed to an Owners Corporation is not entitled to vote, either in person, by ballot or by proxy, on a resolution of the Owners Corporation unless the amount in arrears is paid in full. A lot owner in arrears may only vote on any matter where a special resolution or unanimous resolution is required. A lot owner in arrears will not be counted as part of the quorum, however, may vote on special or unanimous resolutions

The manager confirmed that all lot's represented were paid up with their contributions and were eligible to vote on all resolutions.

2. CHAIRPERSON

ORDINARY RESOLUTION

The Owners Corporation Members resolve that Taliah Mullins of MJS Body Corporate be appointed as the Chairperson for the meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 23 November 2023, be confirmed as a true and correct record of the proceedings of that meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

4. MANAGEMENT CONTRACT

ORDINARY RESOLUTION

The Owners Corporation have appointed MJS Body Corporate Management Pty Ltd as the Owners Corporation Manager for a term of 3 years commencing on 28 November 2023 at the detailed cost in the Contract of Appointment.

Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.

For:	1	Against:	0	Abstain:	0
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Motion Carried

5. MANAGER'S REPORT

ORDINARY RESOLUTION

The Owners Corporation Members resolve to acknowledge and accept the Manager's report as prepared and presented by the Manager.

For:	1	Against:	0	Abstain:	0
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Motion Carried

6. COMMITTEE REPORT

ORDINARY RESOLUTION

It was noted that no report was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed they're thanks to the Committee for their service throughout the year.

For:	1	Against:	0	Abstain:	0
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Motion Carried

7. ELECTION OF A COMMITTEE & CHAIRPERSON

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee but a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

7.1. COMMITTEE ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve not to appoint a Committee of the Owners Corporation.

For:	1	Against:	0	Abstain:	0
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Motion Carried

7.2. CHAIRPERSON ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve to appoint Daryl Mitchell of Lot 9 as Chairperson of the Owners Corporation.

MJS Body Corporate will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

For:	1	Against:	0	Abstain:	0
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Motion Carried

7.3. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

- a. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
- b. The power to remove a committee or officer of the Owners Corporation.
- c. The power to set the annual fees or levies (except in terms of the Act).

For:	1	Against:	0	Abstain:	0
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Motion Carried

8. OCCUPATIONAL HEALTH & SAFETY

ORDINARY RESOLUTION

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

No professional Occupational Health and Safety (OH&S) Audit has been completed.

The Owners Corporation Members resolve to arrange a professional OH&S Audit. And deliver to manager.

The Owners Corporation Members further resolve to delegate the Committee or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to MJS Body Corporate immediately so the risk can be addressed.

For:	1	Against:	0	Abstain:	0
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Motion Carried

9. ESSENTIAL SAFETY MEASURES

ORDINARY RESOLUTION

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs.

It was noted that lot owners are responsible to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of MJS Body Corporate immediately when identified, so to ensure building compliance.

For:	1	Against:	0	Abstain:	0
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Motion Carried

10. ASBESTOS

ORDINARY RESOLUTION

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **2016**.

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is not required.

The Owners Corporation Members resolve not to proceed with an Asbestos Audit of the common property.

For:	1	Against:	0	Abstain:	0
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Motion Carried

11. INSURANCE

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided within the table below:

Insurer	CHU Underwriting Agencies P/L
Policy Number	HU0023551
Policy Period	6/06/2023 to 6/06/2024
Building Sum Insured	\$8,346,103
Common Contents	\$83,461
Loss of Rent / Temp Accom	\$1,251,915
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearers Liability	\$500,000
Personal Accident Vol. Workers	\$2,000 / \$200,000
Government Audit Costs	\$25,000
Legal Expenses	\$50,000
Workplace, Health & Safety Breach	\$100,000
Machinery Breakdown	Not Insured
Lot Owner Improvements (per lot)	\$250,000
Flood	Insured
Excess	\$2,000
Total Premium	\$13,242.49

As disclosed within the Management Agreement, MJS Body Corporate is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to MJS Body Corporate by the brokers with whom we are associated. The fee remunerates MJS Body Corporate for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that MJS Body Corporate are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

11.1. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	1	Against:	0	Abstain:	0
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Motion Carried

11.2. OFFICE BEARER'S LIABILITY

ORDINARY RESOLUTION

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

The Owners Corporation Members note that the current Office Bearer's Liability sum insured is \$500,000

For:	1	Against:	0	Abstain:	0
Motion Carried					

11.3. INSURANCE VALUATION

ORDINARY RESOLUTION

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The last valuation for the Owners Corporation was completed on **06 June 2023**, and it was determined that the amount in which the building sum is to be set at for the next 3-years is as follows:

Year 1	\$8,346,103
Year 2	\$8,721,678
Year 3	\$9,114,154

The Owners Corporation Members resolve not to obtain a valuation for insurance purposes.

For:	1	Against:	0	Abstain:	0
Motion Carried					

11.4. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

The Owners Corporation Members resolve that MJS Body Corporate is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, MJS Body Corporate will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	1	Against:	0	Abstain:	0
Motion Carried					

12. MAINTENANCE PLAN

ORDINARY RESOLUTION

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and may prepare and approve a maintenance plan.

The Owners Corporation has not prepared and approved a Maintenance Plan.

The Owners Corporation Members resolve not to obtain a Maintenance Plan.

For:	1	Against:	0	Abstain:	0
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Motion Carried

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCES

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve that the Financial Statements for the period **01 October 2022 to 30 September 2023**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$ 5,528.70
Maintenance Fund:	\$ 0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$20,334.16**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

OC2

The Owners Corporation Members resolve that the Financial Statements for the period **01 October 2022 to 30 September 2023**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$ 1,138.56
Maintenance Fund:	\$ 0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$1,124.07**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:	0	Abstain:	0
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Motion Carried

13.2. AUDIT OF FINANCIAL STATEMENTS

ORDINARY RESOLUTION

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and is not required to, but may resolve that its financial statements, be audited or reviewed, after the end of the financial year.

The Owners Corporation Members resolve for Management to ensure that a REVIEW of the financial statements be completed in accordance with the Owners Corporation Act 2006.

Please note that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

For:	0	Against:	1	Abstain:	0
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Motion Carried

14. PROPOSED BUDGET & CONTRIBUTIONS

14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 October 2023 to 30 September 2024**, be confirmed at \$ **50,820.40**.

OC2

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 October 2023 to 30 September 2024**, be confirmed at \$ **0.00**.

For:	1	Against:	0	Abstain:	0
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Motion Carried

14.2. MAINTENANCE FUND BUDGET

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:	0	Abstain:	0
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Motion Carried

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the levy statements be issued six-monthly in advance and in accordance with lot liability.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Liability Admin	Sinking Fund	Per Lot liability Sinking
Already issued	01/10/2023 3	31/03/2024 4	25/10/2023 3	\$ 21,623.00	\$ 10.8115	\$ 0.00	\$ 0.00
To be issued	01/04/2024 4	30/09/2024 4	01/04/2024 4	\$ 29,197.40	\$ 14.5987	\$ 0.00	\$ 0.00
Total				\$ 50,820.40	\$ 25.4102	\$ 0.00	\$ 0.00

Please note that the first levy has been issued and collected based on previous year's budget. The increase applicable for the new budget will be applied from the second levy notice, onwards.

For:	1	Against:	0	Abstain:	0
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Motion Carried

15. DEBT RECOVERY

15.1. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation resolve the Owners Corporation initiate debt recovery in the Magistrates Court or VCAT, proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

For:	1	Against:	0	Abstain:	0
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Motion Carried

15.2. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table:

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55.00
3	30	Final Fee Notice	\$55.00
4	60	Debt Collection Notice	Legas Costs Plus \$55.00

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006 and all debt recovery fees are as per the Contact of Appointment.

For:	1	Against:	0	Abstain:	0
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Motion Carried

16. PENALTY INTEREST

ORDINARY RESOLUTION

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation Members resolve to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

17. REMOVAL OF COMMON SEAL

ORDINARY RESOLUTION

Pursuant to Section 18A of the Owners Corporation Act, The Owners Corporation Members resolve for the Owners Corporation to no longer require the need for a common seal and that all further execution of documents that require a common seal can be executed via signature from the Chairperson or Management.

For:	1	Against:	0	Abstain:	0
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Motion Carried

18. UTILITY BROKERING

ORDINARY RESOLUTION

The Owners Corporation Members resolve to authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

For:	1	Against:	0	Abstain:	0
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Motion Carried

19. GUTTER CLEANING

ORDINARY RESOLUTION

That each lot owner be responsible for the cleaning of gutters and spouting of their individual units. Failure to carry out the necessary maintenance may impact on the insurance coverage and any claims arising as a result of blocked gutters or spouting may be denied. Owners should only use contractors who comply with OH&S requirements and hold appropriate insurance.

It was resolved that the Owners would be responsible to arrange their own gutter cleaning.

For:	1	Against:	0	Abstain:	0
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Motion Carried

20. DISPOSAL OF ABANDONED GOODS ON COMMON PROPERTY

ORDINARY RESOLUTION

The Owners Corporation may dispose of the goods abandoned on the Common Property pursuant to Division 53A of the Owners Corporation Act 2006.

Resolution: The Owners Corporation resolves that once notice is issued in writing of the intention to dispose abandoned goods that the Owners Corporation may now dispose of abandoned goods on common property.

For:	1	Against:	0	Abstain:	0
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Motion Carried

21. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is “best practice” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

For:	1	Against:	0	Abstain:	0
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Motion Carried

22. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

23. NEXT ANNUAL GENERAL MEETING

Noted that the Next Annual General Meeting will be scheduled closer to the date and time.

24. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **10:22AM**

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

A Lot owner or occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a subcommittee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the Lot owner or occupier and the owners corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the Lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or

insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

An owner or occupier of a Lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other Lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers, and invitees on common property

An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

1. An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making.

Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations
Regulations 2018

Owners Corporation Number OCPS 740382E (2)
Address 88A Eaststone Avenue, Wollert VIC 3049

This certificate is used for **Lot 7 on Plan of Subdivision No OCPS 740382E (2)**

Postal Address is (none) / 86 Eaststone Avenue, Wollert VIC 3049

Applicant for the certificate is	Noy Legal
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date that the application was received	Thursday, 22 August 2024

IMPORTANT:

PLEASE NOTE: This certificate is valid for the date of issue ONLY. It is highly recommended to obtain a new certificate for the date of settlement. MJS Body Corporate will update certificates for up to two weeks after the date of issue at no cost. Failure to obtain a certificate for the date of settlement may result in the incorrect amount being transferred at settlement. MJS Body Corporate takes no responsibility if an updated certificate for the date of settlement is not requested. All conveyancers MUST provide a notice of acquisition to this office within 7 days of settlement. Failure to provide a notice of acquisition will result in the new lot owner being charged extra fees for investigation and title searches.

The information in this certificate is issued on 26-08-2024

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

QUARTERLY

01/10/2023 - 31/12/2023	\$0.00
01/01/2024 - 31/03/2024	\$0.00
01/04/2024 - 30/06/2024	\$0.00
01/07/2024 - 30/09/2024	\$0.00

(b) The date up to which the fees for the lot have been paid is - Not Applicable

(c) The total of any unpaid fees or charges for this lot is:

Administrative Fund	Amount	Maintenance Fund	Amount
Admin Amount Owing	\$ 0.00	Admin Amount Owing	\$ 0.00
Interest Due	\$ 0.00	Interest Due	\$ 0.00
Total Amount Due & Payable	\$ 0.00	Total Amount Due & Payable	\$ 0.00

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

No special levies due and payable at the time this certificate was prepared, however we strongly suggest you ring our office for an update of any outstanding levies prior to settlement.

Please ring our office for an update of any outstanding fees prior to settlement

The bank account details to facilitate electronic payments to the Owners Corporation at settlement are as follows:

BSB: 183-334
Account Number: 287314504
Lot Reference: 7

*** It is important to ensure that the above lot reference is used in the reference of your transaction to ensure that your payment can be correctly identified**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details: NIL

(f) The Owners Corporation has the following insurance cover:

Policy Number: HU0023551	Type: Strata Title - Residential	Broker: Honan Insurance Group
Insurer: CHU Underwriting Agencies	Premium: \$9,488.59	Paid On Date: 06/06/2022
Policy Start Date: 06/06/2022	Next Due Date: 06/06/2023	

Cover	Sum Insured	Excess
Building	\$6,272,700	\$1,000
Catastrophe Insurance	not selected	
Common Area Contents	\$62,727	
Fidelity Guarantee	\$100,000	
Legal Expenses	\$50,000	\$1,000
Loss of Rent	\$940,905	
Lot Owners Fixtures & Improvements	\$250,000	
Machinery Breakdown	not selected	
Office Bearers Liability	\$500,000	
Public Liability	\$20,000,000	
Voluntary Workers (Death)	\$200,000	
Voluntary Workers (Total Disablement)	\$2,000 / week	
Government Audit Costs	\$25,000	
Appeal Expenses	\$100,000	

The type of Policy is: **Full Replacement Residential**

The Buildings covered by the Policy are situated at:

88A Eaststone Avenue, Wollert VIC 3049

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:

NO

(h) The total funds held by the owners corporation are:

Admin Fund	\$ 1,068.56
Maintenance	\$ 0.00
Unallocated to levies, lots in prepaid	\$ 5.51
Total	\$ 1,074.07

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: None, to the best of my knowledge

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: None, to the best of my knowledge

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

A contract of appointment to provide Owners Corporation Management Services is currently held with MJS Body Corporate until the 28th November 2026.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 26-08-2024

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: None, to the best of my knowledge

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation

A copy of Schedule 2 - of the Owners Corporations Regulations 2018 entitled "Models Rules for an Owners Corporation"

A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

An applicable fee to provide this service will apply.

IMPORTANT

- 1. Information contained in this certificate is deemed to be true and correct from available information at the time this certificate was prepared and issued.**
- 2. This information is subject to change without notice.**
- 3. It is strongly advised that a verbal update prior to settlement of the property be obtained from both parties acting on behalf of the vendor and purchaser.**
- 4. It is further advised that should a update be requested from either party that this update will be provided at no charge if the request is made within 90 days of the issue date of this certificate. Once the 90 day grace period has lapsed an application must be made for a new certificate.**
- 5. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information. A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date: 26-08-2024

This owners corporation certificate was prepared by:



Taliah Mullins

PO Box 109
Abbotsford VIC 3067
Tel: 03 8373 4719
Email: accounts@mjsbc.com.au
MJSBC Pty Ltd
ABN: 32 676 503 469

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Annual General Meeting Minutes

For Strata Plan 740382E

88A Eaststone Avenue, WOLLERT VIC 3049

Held at: Time: 10:00AM, on Tuesday, 28 November 2023

Via: Zoom Online Web Conference

1. CONFIRMATION OF ATTENDANCE, APOLOGIES & PROXIES

Lot Owners in Attendance:

Lot 9 Daryl Mitchell

Also, in attendance by invitation:

Taliah Mullins – MJS Body Corporate

DETERMINATION OF A QUORUM

1 lot represented a total of 20 lots.

Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

NON-FINANCIAL MEMBERS

In accordance with Section 89B of the Owners Corporation Act 2006, a lot owner who is in arrears for any amount owed to an Owners Corporation is not entitled to vote, either in person, by ballot or by proxy, on a resolution of the Owners Corporation unless the amount in arrears is paid in full. A lot owner in arrears may only vote on any matter where a special resolution or unanimous resolution is required. A lot owner in arrears will not be counted as part of the quorum, however, may vote on special or unanimous resolutions

The manager confirmed that all lot's represented were paid up with their contributions and were eligible to vote on all resolutions.

2. CHAIRPERSON

ORDINARY RESOLUTION

The Owners Corporation Members resolve that Taliah Mullins of MJS Body Corporate be appointed as the Chairperson for the meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

3. MINUTES OF PREVIOUS MEETING

ORDINARY RESOLUTION

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 23 November 2023, be confirmed as a true and correct record of the proceedings of that meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

4. MANAGEMENT CONTRACT

ORDINARY RESOLUTION

The Owners Corporation have appointed MJS Body Corporate Management Pty Ltd as the Owners Corporation Manager for a term of 3 years commencing on 28 November 2023 at the detailed cost in the Contract of Appointment.

Pursuant to section 18A of the Owners Corporation Act 2006 the Owners Corporation may resolve to no longer require the presence of the seal on pertinent documentation relating to the Owners Corporation opting for the adoption of signatures only in its place.

For:	1	Against:	0	Abstain:	0
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Motion Carried

5. MANAGER'S REPORT

ORDINARY RESOLUTION

The Owners Corporation Members resolve to acknowledge and accept the Manager's report as prepared and presented by the Manager.

For:	1	Against:	0	Abstain:	0
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Motion Carried

6. COMMITTEE REPORT

ORDINARY RESOLUTION

It was noted that no report was received from the Chairperson of the Committee.

The Owners Corporation Members and Management conveyed they're thanks to the Committee for their service throughout the year.

For:	1	Against:	0	Abstain:	0
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Motion Carried

7. ELECTION OF A COMMITTEE & CHAIRPERSON

Under Part 5 of the Owners Corporation Act 2006:

- An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.
- An Owners Corporation with less than 10 lots, may elect a committee but a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

7.1. COMMITTEE ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve not to appoint a Committee of the Owners Corporation.

For:	1	Against:	0	Abstain:	0
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Motion Carried

7.2. CHAIRPERSON ELECTION

ORDINARY RESOLUTION

The Owners Corporation Members resolve to appoint Daryl Mitchell of Lot 9 as Chairperson of the Owners Corporation.

MJS Body Corporate will act as the Secretary of the Owners Corporation and will receive instructions from the Chairperson for any matters pertaining to the Owners Corporation.

For:	1	Against:	0	Abstain:	0
Motion Carried					

7.3. DELEGATION OF DUTIES

ORDINARY RESOLUTION

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

- The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
- The power to remove a committee or officer of the Owners Corporation.
- The power to set the annual fees or levies (except in terms of the Act).

For:	1	Against:	0	Abstain:	0
Motion Carried					

8. OCCUPATIONAL HEALTH & SAFETY

ORDINARY RESOLUTION

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

No professional Occupational Health and Safety (OH&S) Audit has been completed.

The Owners Corporation Members resolve to arrange a professional OH&S Audit. And deliver to manager.

The Owners Corporation Members further resolve to delegate the Committee or Chairperson the authority to prioritise with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to MJS Body Corporate immediately so the risk can be addressed.

For:	1	Against:	0	Abstain:	0
Motion Carried					

9. ESSENTIAL SAFETY MEASURES

ORDINARY RESOLUTION

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs.

It was noted that lot owners are responsible to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of MJS Body Corporate immediately when identified, so to ensure building compliance.

For:	1	Against:	0	Abstain:	0
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Motion Carried

10. ASBESTOS

ORDINARY RESOLUTION

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **2016**.

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is not required.

The Owners Corporation Members resolve not to proceed with an Asbestos Audit of the common property.

For:	1	Against:	0	Abstain:	0
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Motion Carried

11. INSURANCE

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

- Carpet
- Floating Flooring
- Window Furnishing
- Contents / Landlord Cover
- Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided within the table below:

Insurer	CHU Underwriting Agencies P/L
Policy Number	HU0023551
Policy Period	6/06/2023 to 6/06/2024
Building Sum Insured	\$8,346,103
Common Contents	\$83,461
Loss of Rent / Temp Accom	\$1,251,915
Public Liability	\$20,000,000
Fidelity Guarantee	\$100,000
Office Bearers Liability	\$500,000
Personal Accident Vol. Workers	\$2,000 / \$200,000
Government Audit Costs	\$25,000
Legal Expenses	\$50,000
Workplace, Health & Safety Breach	\$100,000
Machinery Breakdown	Not Insured
Lot Owner Improvements (per lot)	\$250,000
Flood	Insured
Excess	\$2,000
Total Premium	\$13,242.49

As disclosed within the Management Agreement, MJS Body Corporate is paid a fee for placing the insurance cover for your property. The fee paid does not affect your premium and is paid to MJS Body Corporate by the brokers with whom we are associated. The fee remunerates MJS Body Corporate for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that MJS Body Corporate are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

11.1. INSURANCE EXCESS

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

For:	1	Against:	0	Abstain:	0
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Motion Carried

11.2. OFFICE BEARER'S LIABILITY

ORDINARY RESOLUTION

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

The Owners Corporation Members note that the current Office Bearer's Liability sum insured is \$500,000

For:	1	Against:	0	Abstain:	0
Motion Carried					

11.3. INSURANCE VALUATION

ORDINARY RESOLUTION

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The last valuation for the Owners Corporation was completed on **06 June 2023**, and it was determined that the amount in which the building sum is to be set at for the next 3-years is as follows:

Year 1	\$8,346,103
Year 2	\$8,721,678
Year 3	\$9,114,154

The Owners Corporation Members resolve not to obtain a valuation for insurance purposes.

For:	1	Against:	0	Abstain:	0
Motion Carried					

11.4. RENEWAL INSTRUCTIONS

ORDINARY RESOLUTION

The Owners Corporation Members resolve arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

The Owners Corporation Members resolve that MJS Body Corporate is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, MJS Body Corporate will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

For:	1	Against:	0	Abstain:	0
Motion Carried					

12. MAINTENANCE PLAN

ORDINARY RESOLUTION

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and may prepare and approve a maintenance plan.

The Owners Corporation has not prepared and approved a Maintenance Plan.

The Owners Corporation Members resolve not to obtain a Maintenance Plan.

For:	1	Against:	0	Abstain:	0
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Motion Carried

13. FINANCIAL STATEMENTS

13.1. CLOSING BALANCES

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve that the Financial Statements for the period **01 October 2022 to 30 September 2023**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$ 5,528.70
Maintenance Fund:	\$ 0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$20,334.16**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

OC2

The Owners Corporation Members resolve that the Financial Statements for the period **01 October 2022 to 30 September 2023**, as prepared and presented, be accepted with the closing balances, as follows:

Administration Fund:	\$ 1,138.56
Maintenance Fund:	\$ 0.00

The Manager confirmed that the bank account balance as at the date of the Annual General Meeting was **\$1,124.07**. (Note: Any variances at the time of the meeting may be due to ongoing expenditure).

For:	1	Against:	0	Abstain:	0
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Motion Carried

13.2. AUDIT OF FINANCIAL STATEMENTS

ORDINARY RESOLUTION

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 3 Owners Corporation (10 to 50 occupiable lots) and is not required to, but may resolve that its financial statements, be audited or reviewed, after the end of the financial year.

The Owners Corporation Members resolve for Management to ensure that a REVIEW of the financial statements be completed in accordance with the Owners Corporation Act 2006.

Please note that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

For:	0	Against:	1	Abstain:	0
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Motion Carried

14. PROPOSED BUDGET & CONTRIBUTIONS

14.1. ADMINISTRATION FUND BUDGET

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 October 2023 to 30 September 2024**, be confirmed at **\$ 50,820.40**.

OC2

The Owners Corporation Members resolve that the Administrative Fund Budget for the period **01 October 2023 to 30 September 2024**, be confirmed at **\$ 0.00**.

For:	1	Against:	0	Abstain:	0
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Motion Carried

14.2. MAINTENANCE FUND BUDGET

ORDINARY RESOLUTION

OC1

The Owners Corporation Members resolve not to establish a maintenance fund in the name of the Owners Corporation.

For:	1	Against:	0	Abstain:	0
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Motion Carried

14.3. LEVY FREQUENCY

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the levy statements be issued six-monthly in advance and in accordance with lot liability.

Levy Status	Period From	Period To	Due	Admin Fund	Per Lot Liability Admin	Sinking Fund	Per Lot liability Sinking
Already issued	01/10/2023 3	31/03/2024 4	25/10/2023 3	\$ 21,623.00	\$ 10.8115	\$ 0.00	\$ 0.00
To be issued	01/04/2024 4	30/09/2024 4	01/04/2024 4	\$ 29,197.40	\$ 14.5987	\$ 0.00	\$ 0.00
Total				\$ 50,820.40	\$ 25.4102	\$ 0.00	\$ 0.00

Please note that the first levy has been issued and collected based on previous year's budget. The increase applicable for the new budget will be applied from the second levy notice, onwards.

For:	1	Against:	0	Abstain:	0
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Motion Carried

15. DEBT RECOVERY

15.1. DEBT RECOVERY AUTHORISATION

ORDINARY RESOLUTION

The Owners Corporation resolve the Owners Corporation initiate debt recovery in the Magistrates Court or VCAT, proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

For:	1	Against:	0	Abstain:	0
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Motion Carried

15.2. DEBT RECOVERY PROCEDURE

ORDINARY RESOLUTION

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table:

Stage	Days in arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	\$55.00
3	30	Final Fee Notice	\$55.00
4	60	Debt Collection Notice	Legas Costs Plus \$55.00

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006 and all debt recovery fees are as per the Contact of Appointment.

For:	1	Against:	0	Abstain:	0
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Motion Carried

16. PENALTY INTEREST

ORDINARY RESOLUTION

As per section 29 of the Owners Corporation Act 2006, the Owners Corporation Members resolve to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

For:	1	Against:	0	Abstain:	0
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Motion Carried

17. REMOVAL OF COMMON SEAL

ORDINARY RESOLUTION

Pursuant to Section 18A of the Owners Corporation Act, The Owners Corporation Members resolve for the Owners Corporation to no longer require the need for a common seal and that all further execution of documents that require a common seal can be executed via signature from the Chairperson or Management.

For:	1	Against:	0	Abstain:	0
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Motion Carried

18. UTILITY BROKERING

ORDINARY RESOLUTION

The Owners Corporation Members resolve to authorise Management to review the common electricity and gas account (where applicable) and will source the best available pricing for the Owners Corporation after the Victorian Default Offer has been released on the 1st of January.

It was further resolved that if Management can achieve a cost saving for the Owners Corporation when compared to the current provider, then the respective account will be automatically transferred after 14-days of the offer being presented to the Owners Corporation, if no instructions have been received not to.

For:	1	Against:	0	Abstain:	0
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Motion Carried

19. GUTTER CLEANING

ORDINARY RESOLUTION

That each lot owner be responsible for the cleaning of gutters and spouting of their individual units. Failure to carry out the necessary maintenance may impact on the insurance coverage and any claims arising as a result of blocked gutters or spouting may be denied. Owners should only use contractors who comply with OH&S requirements and hold appropriate insurance.

It was resolved that the Owners would be responsible to arrange their own gutter cleaning.

For:	1	Against:	0	Abstain:	0
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Motion Carried

20. DISPOSAL OF ABANDONED GOODS ON COMMON PROPERTY

ORDINARY RESOLUTION

The Owners Corporation may dispose of the goods abandoned on the Common Property pursuant to Division 53A of the Owners Corporation Act 2006.

Resolution: The Owners Corporation resolves that once notice is issued in writing of the intention to dispose abandoned goods that the Owners Corporation may now dispose of abandoned goods on common property.

For:	1	Against:	0	Abstain:	0
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Motion Carried

21. ELECTRICAL SWITCHBOARD INSPECTION & THERMAL IMAGING REPORT

ORDINARY RESOLUTION

Whilst not mandatory, it is “best practice” for Owners Corporations to ensure that Common Property electrical switchboards are regularly inspected. It is recommended that an Electrical Switchboard Inspection & Thermal Imaging Report be undertaken on a regular basis (industry practice is for a report either every 1, 2 or no more than 3 years) and that the Owners Corporation addresses any faults identified in the report.

Resolved by Ordinary Resolution That the Owners Corporation delegate the Manager authority to arrange for an Electrical Switchboard Inspection & Thermal Imaging Report and to address any faults identified in the report.

For:	1	Against:	0	Abstain:	0
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Motion Carried

22. GENERAL BUSINESS

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

23. NEXT ANNUAL GENERAL MEETING

Noted that the Next Annual General Meeting will be scheduled closer to the date and time.

24. MEETING CLOSE

There being no further business to discuss, the meeting was declared closed at **10:22AM**

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

A Lot owner or occupier must not use the Lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another Lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a subcommittee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the Lot owner or occupier and the owners corporation has given the Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the Lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or

insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

An owner or occupier of a Lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other Lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers, and invitees on common property

An owner or occupier of a Lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

1. An owner or occupier of a Lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making.

Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1061454

APPLICANT'S NAME & ADDRESS

NOY LEGAL C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

PEREIRA, CRAIG

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

357509

This certificate is issued for:

LOT 7 PLAN PS740382 ALSO KNOWN AS 86 EASTSTONE AVENUE WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

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

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

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

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

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

22 August 2024

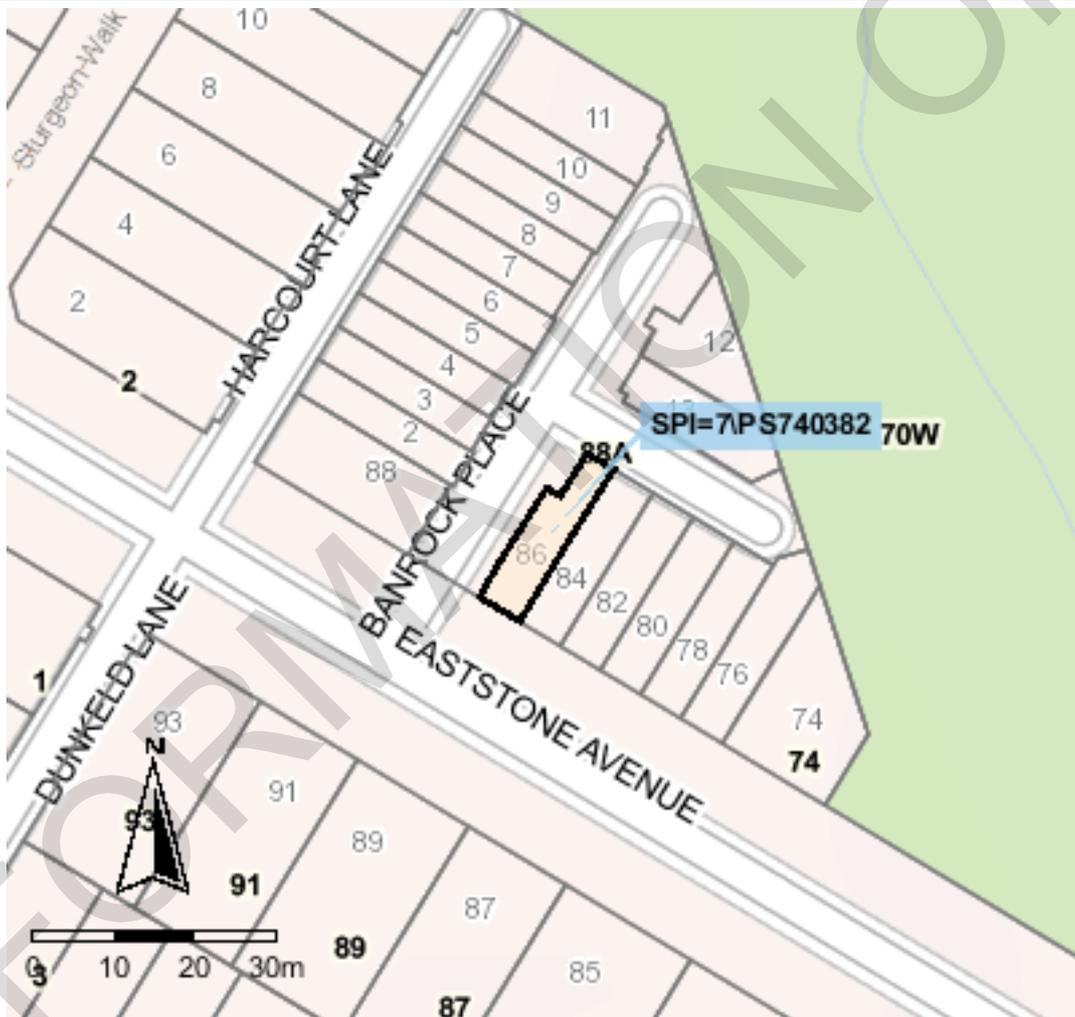
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
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The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 22 August 2024 01:10 PM

PROPERTY DETAILS

Address: **86 EASTSTONE AVENUE WOLLERT 3750**
Lot and Plan Number: **Lot 7 PS740382**
Standard Parcel Identifier (SPI): **7\PS740382**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **979112**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 F2**

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**

[View location in VicPlan](#)

Planning Zones

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

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



CDZ - Comprehensive Development **Water course**

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

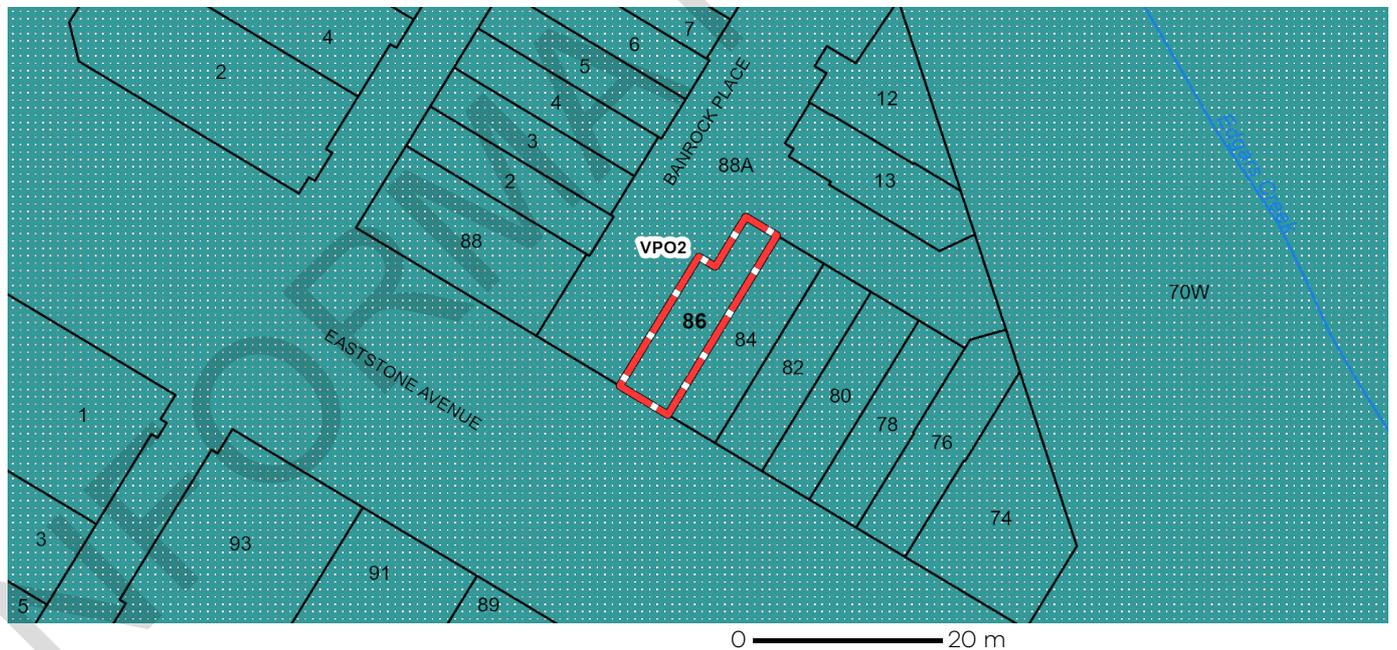
DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)



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)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

RURAL FLOODWAY OVERLAY (RFO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 14 August 2024.

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.maps.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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

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

Your Ref: 73971908-025-5

3 September 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
86 (Lot 7) Eaststone Avenue, Wollert**

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

Permit issued for related parcel at 88A (Lot B) Eaststone Avenue, Wollert with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-39024/20161186	3/8/2016	Construction of a Retaining Wall	No
BS-39024/20150759/1	18/8/2015	Construction of Twenty Double Storey Dwellings, Carports Stage 1: all works excluding all Drainage	Yes – 26/7/2016

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.

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752

 Locked Bag 1
 Bundoora MDC VIC 3083

 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)

Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

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



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

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

INFORMATION ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Noy Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 357509

NO PROPOSALS. As at the 22th August 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

86 EASTSTONE AVENUE, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 22th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

PART A – SCHEDULE

Item 1 **Date of Agreement** **21 June 2019**

Item 2 **Landlord**

Name/s & ACN (if applicable)

Address for Service

Email Address for Service

Craig Raymond Pereira

C/- Harcourts Rata & Co
219 High Street, Thomastown VIC 3074

rata@harcourts.com.au

Item 3 **Agent**

Name

Address

Phone

Rata & Co Real Estate Pty Ltd (ACN 616 647 539)

219 High Street, Thomastown VIC 3074

(03) 9465 7766

Item 4 **Tenant/s**

Name

Email address for service of documents

Yunus Yucel

[REDACTED]

Item 5 **Premises**

The landlord lets the premises known as:

86 Eaststone Avenue, WOLLERT VIC 3750

Item 6 **Rent**

The rent is **\$1217.00** per calendar month and payable in advance on the **10th day** of each month commencing on **10/07/19**.

Rent Increase of \$1,238.00 per calendar month taking effect as of the 10th September, 2019.

Item 7 **Rental Payments**

To the Agent by BPAY at 219 High Street, Thomastown VIC 3074.

Item 8 **Bond**

\$1217.00 paid to the RTBA on the **09/12/16**

If the tenant(s) does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the tenant(s) should contact the Residential Tenancies Bond Authority.

Item 9 **Term**

The period of the agreement is

12 months

Commencement Date

10/07/19

Termination Date

09/07/20

Unless the Agreement terminates in accordance with the Residential Tenancies Act 1997, this Agreement will continue as a periodic tenancy.

Item 10 **Urgent Repairs**

The maximum amount for repairs which the Agent can authorise is \$1,800.00.

The agent's telephone number for urgent repairs is (03) 9465 7766 or 0420 881 767.

SIGNED by the Landlord:

Craig Raymond Pereira

in the presence of:

(Witness)

SIGNED by the Tenant(s):



Yunus Yucel

in the presence of: _____ (Witness)

PART B - TERMS AND CONDITIONS

1. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997* ("the Act"). For further rights and duties refer to the Act.

2. This Agreement

2.1 This Agreement is made on the date specified in **Item 1** in the Schedule hereto between the Landlord whose name and address is specified in **Item 2** in the Schedule whose Agent is specified in **Item 3** in the Schedule and the Tenant whose name and address is specified in **Item 4 & Item 5** in the Schedule.

2.2 The term of this Agreement is specified in **Item 9** of the Schedule commencing on the Commencement Date and expiring on the Expiry Date and unless either party terminates this Agreement in accordance with the Act it will continue as a periodic tenancy.

3. Premises and Rent

3.1 The Landlord lets to the Tenant the Premises specified in **Item 5** in the Schedule together with those items listed in the Schedule, for which the Rent shall be the amount specified in **Item 6** and payable to the party specified in **Item 7** in the Schedule.

4. Bond

4.1 The Tenant shall pay the bond specified in **Item 8** of the Schedule to the Agent on or before signing this agreement.

4.2 The Agent must lodge the bond with the Residential Tenancies Bond Authority ("RTBA") within 10 business days after receiving the Bond from the Tenant. If the Tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, the Tenant should contact the RTBA directly.

5. Condition of the Premises

5.1 The Landlord must:

- (a) ensure that the Premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to the Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

6.1 The Tenant must ensure that care is taken to avoid damaging the rented Premises.

6.2 The tenant must take reasonable care to avoid damaging any common areas.

6.3 The Tenant who becomes aware of damage to the rented Premises must give notice to the Landlord of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

7.1 The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.

7.2 The Tenant must keep the Premises in a reasonably clean condition during the period of the Agreement.

8. Use of Premises

8.1 The Tenant must not use or allow the Premises to be used for any illegal purpose.

8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring Premises.

9. Quiet Enjoyment

9.1 The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the Premises.

10. Assignment of Lease or Sub-Letting

10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.

- 10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

PART C - ADDITIONAL TERMS AND CONDITIONS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

11 Agent is First Point of Contact

- 11.1 The Tenant acknowledges that it is not permitted to contact the Landlord directly unless expressly authorised in writing. For the avoidance of doubt, the Tenant acknowledges that where the Landlord's consent is required to be obtained under this Agreement, the Tenant is to direct such request for the Landlord's consent to the Agent in writing. The Tenant is to direct all queries or complaints to the Agent directly.

12 Water Consumption & Utilities

- 12.1 The Agent will provide the Tenant's details to its utility connection service for the purposes of ensuring that a water connection is completed prior to the move in date. The Tenant is under no obligation to take up any other utility connections.
- 12.2 The Landlord is responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Act. The Tenant is responsible for the costs and charges set out in section 52 of the Act.
- 12.3 If a service is disconnected or damaged:
- (a) due to the fault of the Landlord, Agent or Landlord's contractor, the Landlord or Agent will have the service re-connected or repaired; or
 - (b) due to the fault of the Tenant, or a person the Tenant has on the Premises, the Tenant must have the service re-connected or repaired at its cost.
- 12.4 If the Tenant disconnects a service or changes the supplier of it, the Tenant must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Tenant must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.
- 12.5 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Landlord's prior approval, and will be at the Tenant's cost.

13 Condition Report

- 13.1 If the Tenant has not physically viewed the Premises, the Tenant acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.
- 13.2 The Tenant acknowledges that before it took occupation of the Premises, it received from the Landlord or Agent:
- (a) two copies of a condition report signed by the Landlord or Agent;
 - (b) a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for tenants'; and
 - (c) a copy of this tenancy Agreement.
- 13.3 The Tenant acknowledges that the condition report must be signed and returned to the Agent within 3 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.
- 13.4 If the Tenant is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

14 Landlord's Insurance and Tenant's Contents Insurance

- 14.1 The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 14.2 The Tenant agrees to pay the Landlord any excess amount or additional premium charged by the Landlord's insurance company (to the extent the Landlord elects to have this insurance in place and use it for the Tenant's responsible damage), as a result of any damage caused by the Tenant, or by anyone on the Premises with the consent of the Tenant.
- 14.3 The Landlord's insurance policy covers only the building plus any fixtures and fittings at their option and not the Tenant's contents. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or

outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Tenant obtains adequate insurance coverage for its possessions.

15 Release, Indemnity, Compensation and Liability

- 15.1 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant.
- 15.2 The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.
- 15.3 The Landlord is not liable to the Tenant for any loss or damage incurred by the Tenant due to:
- (a) any damage to the Premises; and
 - (b) the interruption or damage to any services (including electricity, gas or water) to the Premises, except to the extent to which the Landlord is liable where the Act applies.

16 Reporting Defects

- 16.1 If the Tenant becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.
- 16.2 If the Tenant becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Tenant or anyone it allowed onto the Premises, caused a blockage or defect, the Tenant will be responsible to pay to the Landlord the reasonable expenses incurred in having the defect rectified.

17 Inspections

- 17.1 The Tenant acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.
- 17.2 The Tenant acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Tenant upon giving the Tenant a minimum of 24 hours written notice.

18 Disclosure of Information

- 18.1 The Tenant authorises the Agent to disclose details of its credit worthiness, to the Tenant's personal referees, employer, any record, listing or database of defaults by tenants to the owner or agent of any future residence.
- 18.2 If the Tenant defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

19 Employment Details

- 19.1 The Tenant agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

DURING THE TENANCY

20 Permitted Use

- 20.1 The Tenant must use the Premises for the permitted use, which is as the Tenant's place of residence. The Tenant must not use the Premises for any other purpose without first obtaining the Landlord's consent in writing, by sending a written request to the Agent.
- 20.2 The Tenant shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 20.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Tenant and the Tenant agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Tenant to then become in arrears.

21 Alterations or Additions to Premises

- 21.1 The Tenant shall not install any goods, make any alterations or additions to, or carry out any renovations at the Premises including but not limited to, installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning,

dishwasher, heating, in- ground or above-ground pool or spa, safety barrier, fence, gate, awning, blind, shed, antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping, without the prior written consent of the Landlord.

- 21.2 The Tenant shall not erect hooks on the walls without prior written consent of the Landlord. If hooks are installed without consent, the Tenant is liable for the cost to repair any damage.
- 21.3 The Tenant shall not install any pool, spa, pond or water retaining device (either inflatable or constructed) on the Premises without the written consent of the Landlord. Should permission be granted, it will be conditional upon the Tenant obtaining, and providing a copy of, permission and compliance with council or any other regulatory body relating to pool installation and fencing prior to the installation taking place.
- 21.4 In giving consent in accordance with **clause 21.1** and **21.2**, the Landlord may require the Tenant to comply with reasonable conditions and, before tenancy ends, require the Tenant to comply with section 64(2) of the Act.

22 Urgent And Non-Urgent Repairs

- 22.1 The Tenant acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email, fax or post to the contact details specified in **Item 3** in the Schedule or to the nominated Agent's Representative.
- 22.2 The Tenant agrees to immediately notify the Agent of any URGENT repairs, the contact details for urgent repairs are provided in **Item 10** in the Schedule. The Tenant agrees to take all reasonable measures to get in contact with the Agent.
- 22.3 The Landlord and the Tenant acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written in **Item 10** in the Schedule. The Landlord will be contacted for approval for all urgent repairs prior to proceeding.
- 22.4 The Tenant acknowledges that if a contractor is called out to the Premises with no repair required, then the Tenant may be liable for payment of the invoice issued by the contractor.

23 Garden and Parking

- 23.1 The Tenant agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.
- 23.2 The Tenant must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Tenant must notify the Agent if there are any concerns with regards to the operation of the system. It is the tenant's responsibility to keep all plants and lawns alive.
- 23.3 The Tenant must park vehicles in the designated area. The Tenant must not park on grass or garden areas, if it does then the Tenant will be liable to fix any damage caused to the grass and grounds.
- 23.4 The Tenant will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

24 Light Globes and Pilot Lights

- 24.1 The Tenant must replace at the Tenant's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 24.2 The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord to relight a pilot light where this is the only issue the Tenant will be liable for all costs.

25 Pets

- 25.1 The Tenant is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Landlord.
- 25.2 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant acknowledges that if the pet become a nuisance or there is a complaint by a neighbour in relation to the pet, then the Landlord may require the said pet to be relocated from the Premises.
- 25.3 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.
- 25.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Tenant must report any damage caused to the Premises to the Agent

within 7 days and the Tenant agrees to rectify the damage or replace the flooring as soon as possible at the Tenant's expense.

26 Rubbish and Hanging Clothes

- 26.1 The Tenant must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.
- 26.2 The Tenant must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

27 Inflammable Liquids Not Permitted

- 27.1 Except as allowed by this by this **clause 27**, the Tenant must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.
- 27.2 Apart from kerosene which the Tenant must not have at the Premises, the Tenant is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

28 Vehicle/boat Servicing or Repairs Not to be Carried Out

- 28.1 For the purposes of this **clause 28**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 28.2 The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.
- 28.3 The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

29 Smoke Alarms

- 29.1 The Tenant acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Tenant becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Tenant must notify the Agent as soon as possible, and within 24 hours of becoming aware.
- 29.2 The Tenant agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Tenant must immediately notify the Agent and confirm such advice in writing on the same day.
- 29.3 The Tenant acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Tenant must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

30 Swimming Pool/Spa

- 30.1 This **clause 30** applies if there is a swimming pool, spa or variation thereof at the Premises.
- 30.2 The Tenant hereby agrees:
- (a) to maintain the swimming pool/spa by using the equipment provided;
 - (b) to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
 - (c) to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
 - (d) to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
 - (e) to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.
- 30.3 The Tenant acknowledges and agrees that if **clause 30.2** is not complied with, the Agent may serve a notice of breach on the Tenant and the necessary notices thereafter if the Tenant fails to remedy the breach.

31 Locks & Keys

- 31.1 The Tenant is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Tenant provides duplicate keys to the Agent within 24 hours of changing the locks.
- 31.2 The Tenant is permitted to change the code of an alarm at the Premises, on the condition that the Tenant notifies the Agent in writing within 24 hours of the changed alarm code.
- 31.3 The Landlord and Tenant agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Tenant is required to provide the key with a copy of a receipt for reimbursement.
- 31.4 The Tenant acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 31.5 The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Landlord's recommendation that the barrels to locks are changed by the Tenant.

32 Blockages Caused by Misuse

- 32.1 The Tenant must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Tenant shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Tenant or their visitors.

33 Payment of Rental

- 3.2 All rental payments are to be made on time and in full in the manner specified in **Item 7** in the Schedule or otherwise instructed by the Agent in writing. No part payments will be accepted. The Tenant acknowledges and agrees that payments made by cheque or money order (aside from the first month's rent and Bond) are subject to a **\$16.50** processing fee (inclusive of GST).
- 33.1 The Tenant acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Landlord immediately after funds have cleared.
- 33.2 Any costs incurred by the Landlord or Agent to retrieve rental arrears shall be reimbursed by the Tenant. This includes charges of **\$27.50** should a cheque or direct debit dishonour up to three times. Beyond three times **\$55.00** will be charged (inclusive of GST).

34 Assignment, Sub-letting and Short Stay Accommodation

- 34.1 The Tenant acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **clause 34.2**.
- 34.2 The Tenant acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Landlord approval. If approved, the Tenant agrees to reimburse the Landlord for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **\$165.00** (inclusive of GST) plus any Tenant check fees (**\$22.00** per new Tenant), such fees are subject to change. A prospective tenant must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Landlord.
- 34.3 For the purposes of **clause 34.2** to apply, at least one named Tenant from the original Agreement must remain in occupation. If no original named Tenant is to remain, all Tenants must vacate. If this occurs during a fixed term, a lease break will occur.
- 34.4 The Tenant must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Landlord's prior written consent, which, if given, may be subject to reasonable conditions.
- 34.5 The Tenant's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Landlord under this **clause 34**.
- 34.6 The Tenant agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

35 Fixed Term Lease Break

- 35.1 In the event that the Tenant wishes to vacate the Premises prior to the Termination Date as specified in **Item 9** in the Schedule, the Tenant must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).
- 35.2 The Tenant will be liable for and agrees to pay the following fees and charges as applicable:
- (a) any advertising costs incurred including an internet marketing cost of **\$253.00** (inclusive of GST);
 - (b) a break lease fee of **2.5 Weeks' Rental** (inclusive of GST);
 - (c) a 'For Lease' board to be erected at a cost of **\$99.00** (inclusive of GST);
 - (d) Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
 - (e) all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement tenant's lease begins.
- 35.3 The Tenant agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Tenant commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Landlord agrees to mitigate the Tenant's loss by taking reasonable steps to relet the Premises.

36 Rent Increase

- 36.1 In accordance with the provisions of Section 44 of the Act, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least **60 days'** notice of the increase.

37 Advertising Boards and Access To The Premises

- 37.1 The Tenant shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.
- 37.2 The Tenant shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant.

38 Owners Corporation Rules (Where Applicable)

- 38.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Landlord agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.
- 38.2 If **clause 38.1** applies, the Tenant agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the *Subdivision (Body Corporate) Regulations 2001*, as amended, apply to all bodies corporate.
- 38.3 If **clause 38.1** applies, the Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

39 Condensation and Mould

- 39.1 The Tenant must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.
- 39.2 The tenant further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.
- 39.3 The Tenant acknowledges that any damage to the property caused by a failure to comply with this **clause 39** must be rectified professionally at the Tenant's expense.

40 Pot Plants and Furniture Placement

- 40.1 The Tenant must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

40.2 The Tenant agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

40.3 The Tenant hereby agrees that any damaged caused to any flooring due to the Tenants failing to adhere to this **clause 40**, will be rectified professionally at the Tenant's expense.

41 Smoking

41.1 The Tenant must not smoke inside the Premises. The Tenant may smoke in uncovered areas outside the Premises. The Tenant must place all cigarette waste in the appropriate receptacle.

41.2 If the Tenant has not complied with **clause 41.1**, in particular the Tenant has been smoking inside, the Tenant will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

42 Redirection of Mail and Disconnection of Services

42.1 At the end of the tenancy, the Tenant is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Tenant shall reimburse the Landlord for any cost incurred by the Landlord due to the Tenant failing to adhere to this **clause 42**.

43 Notice To Vacate

43.1 If the Tenant wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Tenant's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

43.2 If the Tenant remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

43.3 Notice under this **clause 43** must be provided to the Agent. If notice is provided by email it must be delivered by each named Tenant listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Tenant's email or notice is received.

44 Expiry of Fixed Term Agreement

44.1 If the Tenant remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Tenant acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **clause 43**.

44.2 The Tenant acknowledges the right of the Landlord under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

45 Keys

45.1 The Tenant must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

46 Cleaning Premises Upon Vacating

46.1 The Tenant must:

- (a) remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- (b) undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent. If the Tenant is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Tenant.

46.2 The Tenant agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating.

46.3 If the Tenant kept a pet at the Premises in accordance with **clause 25.1**, in addition to the foregoing upon vacating the Premises the Tenant must also:

- (a) ensure all pet droppings are cleaned from the yard of the Premises; and
- (b) have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

47 Bond Lodgement and Refund

- 47.1 The bond has been deposited in accordance with the requirements of the Act and RTBA. The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by executing and lodging a Bond Claim form through the Agent with the RTBA.
- 47.2 The Tenant acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Tenant. The Tenant acknowledges that failure to abide by this Section renders the Tenant liable to a penalty.

GENERAL / MISCELLANEOUS

48 General

- 48.1 The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- 48.2 The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the Premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.
- 48.3 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Act shall prevent the Landlord from subsequently enforcing any of the provision of the Agreement.
- 48.4 The Tenant acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.
- 48.5 This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

49 Consent to Electronic Service of Documents

- 49.1 Express consent
 - (a) The tenant/s, **Yunus Yucel**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **yunusbigbro04@gmail.com**.
 - (b) The landlord/s, **Craig Raymond Pereira**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **rata@harcourts.com.au**.
- 49.2 Inferred consent: If the tenant or the landlord (as the case may be) has not consented to electronic service under clause 49.1, the tenant or the landlord must not infer consent to electronic service from the receipt or response to emails or other electronic communications.
- 49.3 Change of electronic address: The tenant or the landlord must immediately give notice in writing to the other party if the email address for electronic service under clause 49.1 changes.
- 49.4 Withdrawal of consent:
 - (a) The tenant or the landlord may withdraw their consent under clause 49.1 to electronic service of notices and other documents only by giving notice in writing to the other party.
 - (b) Following giving of notice under 49.4(a), no further notices or other documents are to be served by electronic communication.

SIGNED by the Landlord:

Craig Raymond Pereira

in the presence of:

_____ (Witness)

SIGNED by the Tenant(s):

Yunus Yucel

in the presence of:

_____ (Witness)

The TENANT(s) hereby acknowledges having received a copy of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED by the Tenant(s):

Yunus Yucel

INFORMATION ONLY

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)