



SALLY NICOLAZZO & ASSOCIATES

Lawyers

CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: 4 AKBAR WAY, WOLLERT

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

The terms of this contract are contained in the-

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the **Estate Agents (Contracts) Regulations 2008**; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../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).

SIGNED BY THE VENDOR

..... on/...../2024

Print names of persons signing

GRAHAM THOMAS NEWLANDS & CAROLINE ANNE REBELLO

State nature of authority if applicable

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

IMPORTANT NOTICE TO PURCHASERS

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

GOODS SOLD WITH THE LAND (general condition 2.3(f)) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

PAYMENT (general condition 11)

Price \$ _____

Deposit \$ _____ on the signing hereof

Balance \$ _____ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

is due on the _____ day of _____ 202
See special condition 22 if settlement falls between 20/12/24-7/1/2025.

At settlement the Purchaser is entitled to vacant possession of the property.

SPECIAL CONDITIONS

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

Special conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the

purchaser until the registration of the plan of subdivision.

- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 - Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 – Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

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

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 of 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.

15B.10 The vendor warrants that:

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

15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of

documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

17.4 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*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special conditions 9 – 22

- 9.1 For the purposes of General Condition 15 the expression “periodic outgoings” does not include any amounts to which Section 10G of the Sale of Land Act 1962 applies.
- 9.2 General Condition 21 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies.
10. 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 Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
11. Should the Purchaser be a company, the Directors thereof shall simultaneously with the execution of the Contract of Sale of Real Estate execute the Guarantee attached hereto.
- 12.1 The land sold is subject to all applicable restrictions as to use and subject to the provisions of each applicable Order, Planning Scheme, Regulation and By-law made by any authority or body empowered by legislation to control the use of the land.
- 12.2 Restrictions as to use do not constitute a defect in the Vendor’s Title or affect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim any compensation from the Vendors in respect of such restrictions and the Purchaser is not entitled to rely upon any representation or statement made by the Vendors or their Agent in respect of the use to which the property may be put unless the representation or statement is included in this Contract.
- 12.3 The Purchaser assumes full responsibility for compliance with each applicable planning control and permit and agrees to hold the Vendors indemnified at all times against all liability arising out of each such control and permit.

13. The Vendors make no warranty or representation that any improvements on the land comply with the Victorian Building Regulations, Council By-laws, relevant Statutes and any regulations thereunder. Any such failure to comply with the Victorian Building Regulations, Council By-laws relevant statutes and any regulations thereunder shall not constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or claim any compensation from the Vendors in relation thereto, including any requisitions or claim in relation to the issue or non-issue of building permits and/or final inspections by the relevant authorities in respect of any improvements thereon.
14. The Purchaser acknowledges that he has purchased the property as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendors have not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.
15. The Purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the property other than those embodied in this Contract and that no representations or statements have been made by the Vendors and/or the Agent or Auctioneer or their respective servants or employees which have not been included in this Contract. This condition shall enure for the benefit of the Vendors and the Vendor's Agent.
16. If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that this Contract correctly records the proportions in which they are buying the property. If the proportions recorded in the Transfer of Land differ from those recorded in the Contract of Sale, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchaser fully indemnifies the Vendors, the Vendor's Agent and Legal Practitioner against any claims or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract. This condition will not merge upon completion.
17. The Purchaser acknowledges that he has purchased the property in its present condition and has inspected the property and entered this Contract on that basis. He acknowledges that no representation, warranty or indemnity of any kind has been made or given by the Vendor as to the environmental status of the property or the existence or otherwise of any contamination of on or in the property or concerning the risk of any possible harm or detriment which may be caused by any use of the property and will not to make any requisition or claim against the Vendor whatsoever arising in respect of any contamination or any harm or detriment which may be caused by any use of the property.
18. The Purchaser is required to provide to the Vendor the Statement of Adjustments together with copies of current and supporting property certificates no later than 7 business days prior to the date of settlement. If the Statement of Adjustments is not provided within the required timeframe, the Purchaser shall pay to the Vendor's Solicitors an amount of \$250.00 plus GST at settlement due to the breach of this condition. The Vendor is also entitled to delay settlement by a period of up to 5 business days from the date of the receipt of the Statement of Adjustments and the supporting property certificates.
19. The Purchaser is required to complete and sign the Duties Online Form no later than 7 business days prior to the date of settlement. If the Duties Form has not been completed and signed within the required timeframe, the Purchaser shall pay to the Vendor's Solicitors an amount of \$250.00 plus GST at settlement due to the breach of this condition. The Vendor is also entitled to delay settlement by a period of up to 5 business days from the date of the receipt of the Duties Online Form.
20. The Purchaser acknowledges that should a request be made to the Vendor for a change to the Contract Settlement date, and should the Vendor agree to the change of settlement date, the Purchaser will be required to pay the Vendor's legal costs of \$250.00 plus GST to attend to the change of settlement date.

21. This Contract may only be varied by a Deed of Variation of Contract signed by all parties to the Contract. The Vendor's Solicitors' costs of \$350.00 plus GST will be borne by the party requesting the variation to the Contract. The Deed of Variation will be prepared by the legal representative acting on behalf of the party requesting the variation, and the costs of \$350.00 plus GST will be paid to the Vendor's Solicitors at settlement, in the event that the Deed of Variation was requested by the Purchaser.
22. **CHRISTMAS & NEW YEAR PERIOD (WHERE APPLICABLE)**
- 22.1 Notwithstanding any other provisions of this Contract of Sale, if settlement has not taken place on or before 19 December 2024, then both parties agree that settlement of this Contract of Sale will be set on 8 January 2025.
- 22.2 Neither party may issue a default notice on the other party between 19 December 2024 and 8 January 2025 arising from or in connection with the failure to complete this Contract of Sale between the dates outlined in this special condition.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and

- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by –
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:

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

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

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

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

INFORMATION ONLY



SALLY NICOLAZZO & ASSOCIATES

Lawyers

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

4 AKBAR WAY, WOLLERT 3750

Vendor's name

GRAHAM THOMAS NEWLANDS

Date

/ /

Vendor's
signature

Vendor's name

CAROLINE ANNE REBELLO

Date

/ /

Vendor's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
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Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction, however underground electricity cables, sewers or drains may be laid outside registered easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

If any, as contained in the attached certificates.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

See attached certificate.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

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)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Occupancy Permit Builder Warranty Insurance Certificate Planning Permit No. 716969
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**REGISTER SEARCH STATEMENT (Title Search) Transfer of
Land Act 1958**

Page 1 of 2

VOLUME 12276 FOLIO 763

Security no : 124119142534Y
Produced 18/10/2024 02:36 PM

LAND DESCRIPTION

Lot 58 on Plan of Subdivision 810029J.
PARENT TITLES :
Volume 11505 Folio 108 Volume 11979 Folio 480
Created by instrument PS810029J 12/01/2021

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
CAROLINE ANNE REBELLO of UNIT 1 46 PENROSE STREET BOX HILL SOUTH VIC 3128
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
GRAHAM THOMAS NEWLANDS of UNIT 1 46 PENROSE STREET BOX HILL SOUTH VIC 3128
AU357844G 19/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW750815E 20/04/2023
COMMONWEALTH BANK OF AUSTRALIA

COVENANT as to part AK704499C 08/11/2013

COVENANT AR110357Y 08/06/2018

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AT116057M 30/03/2020

DIAGRAM LOCATION

SEE PS810029J 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: 4 AKBAR WAY WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

Title 12276/763

Page 1 of 2

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

Page 2 of 2

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 20/04/2023

OWNERS CORPORATIONS

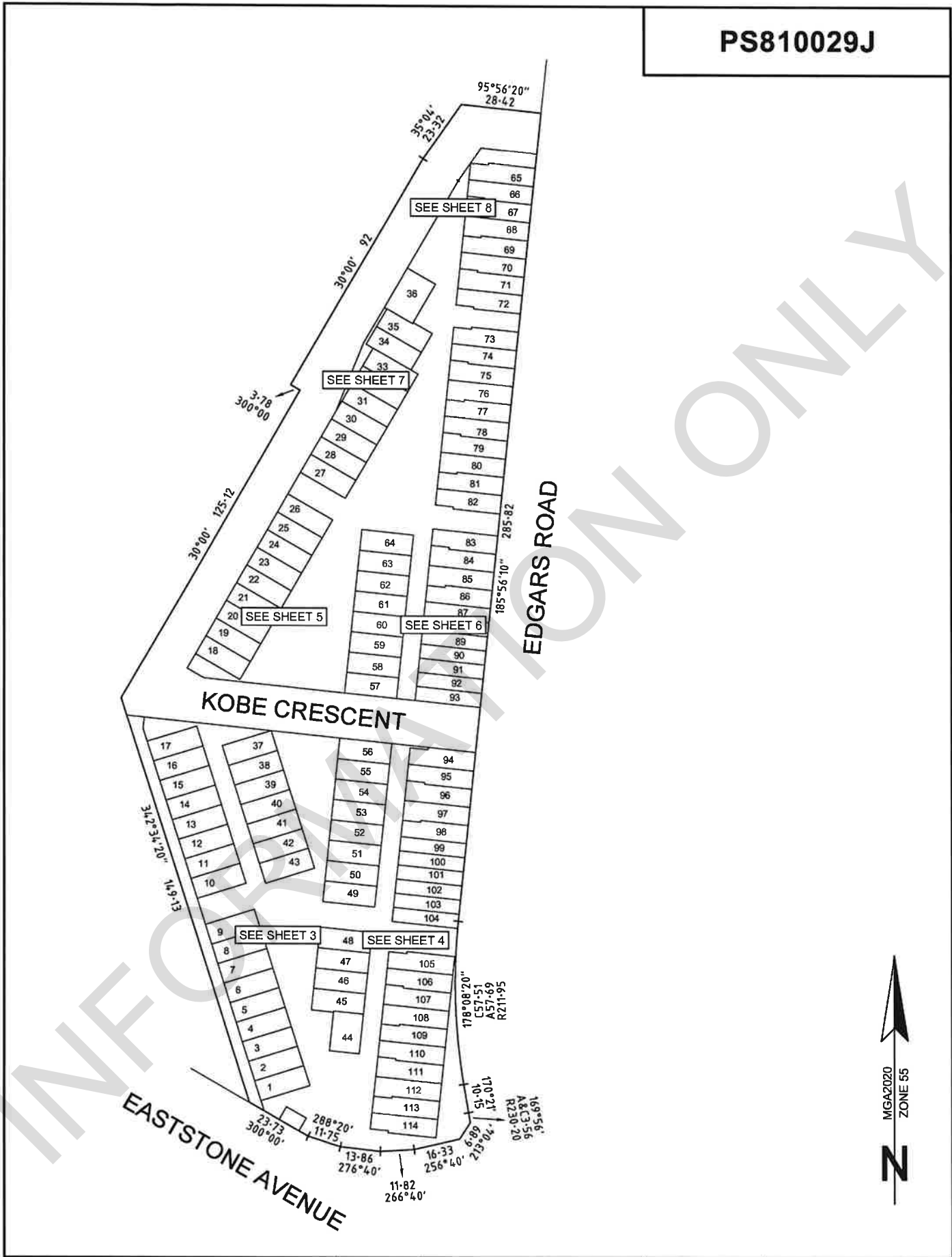
The land in this folio is affected by
OWNERS CORPORATION 2 PLAN NO. PS810029J

DOCUMENT END

INFORMATION ONLY

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS810029J	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH : WOLLERT</p> <p>TOWNSHIP : ---</p> <p>SECTION : 13</p> <p>CROWN ALLOTMENT : 1 & 2 (PARTS)</p> <p>CROWN PORTION : ---</p> <p>TITLE REFERENCE : VOL 11505 FOL 108 VOL 11979 FOL 480</p> <p>LAST PLAN REFERENCE : LOT A ON PS645320J LOT AB ON PS701533F</p> <p>POSTAL ADDRESS : 56A - 60A EASTSTONE AVENUE (At time of subdivision) WOLLERT 3750</p> <p>MGA94 Co-ordinates E 323 849 ZONE: 55 (of approx centre of land in plan) N 5834 813 GDA 94</p>		<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 609855 Planning Permit Reference: 609855 SPEAR Reference Number: S125312E</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 10/05/2019</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</p> <p>Digitally signed by: Carolyn Leatham for Whittlesea City Council on 21/07/2020</p> <p>Statement of Compliance issued: 24/07/2020</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>STAGING This is not a staged subdivision. Planning Permit No. 716969</p> <p>DEPTH LIMITATION Lot A on PS645320J = 15m Lot AB on PS701533F = 15.24m</p>		
ROAD R1 ROAD R2 RESERVE No.1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p style="text-align: center;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div>		<p>Common Property No.1 contains a private road called Sheba Way. Common Property No.2 contains a private road called Akbary Way. Easement E-1 is shown exaggerated for clarity.</p>		
		<p>This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s) PM440 & PM625. In Proclaimed Survey Area No.</p>		
EASEMENT INFORMATION				
LEGEND:		<p>A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN	RELEVANT ABUTTING LOTS
E-2	ELECTRICITY	SEE PLAN	THIS PLAN - SEC 88 ELEC IND ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-3	TELECOMMUNICATIONS BY 'UNDERGROUND CABLE'	1	THIS PLAN	LOTS ON THIS PLAN
<p style="font-size: small; margin-top: 5px;">www.intrax.com.au Intrax Consulting Group VIC NSW SA QLD</p>		REFERENCE: 97236	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 8
		<p>Digitally signed by: Rodney Olsen, Licensed Surveyor, Surveyor's Plan Version (20), 20/07/2020, SPEAR Ref: S125312E</p>		<p>PLAN REGISTERED TIME: 3:59 PM DATE: 12/01/2021 YL Assistant Registrar of Titles</p>

PS810029J



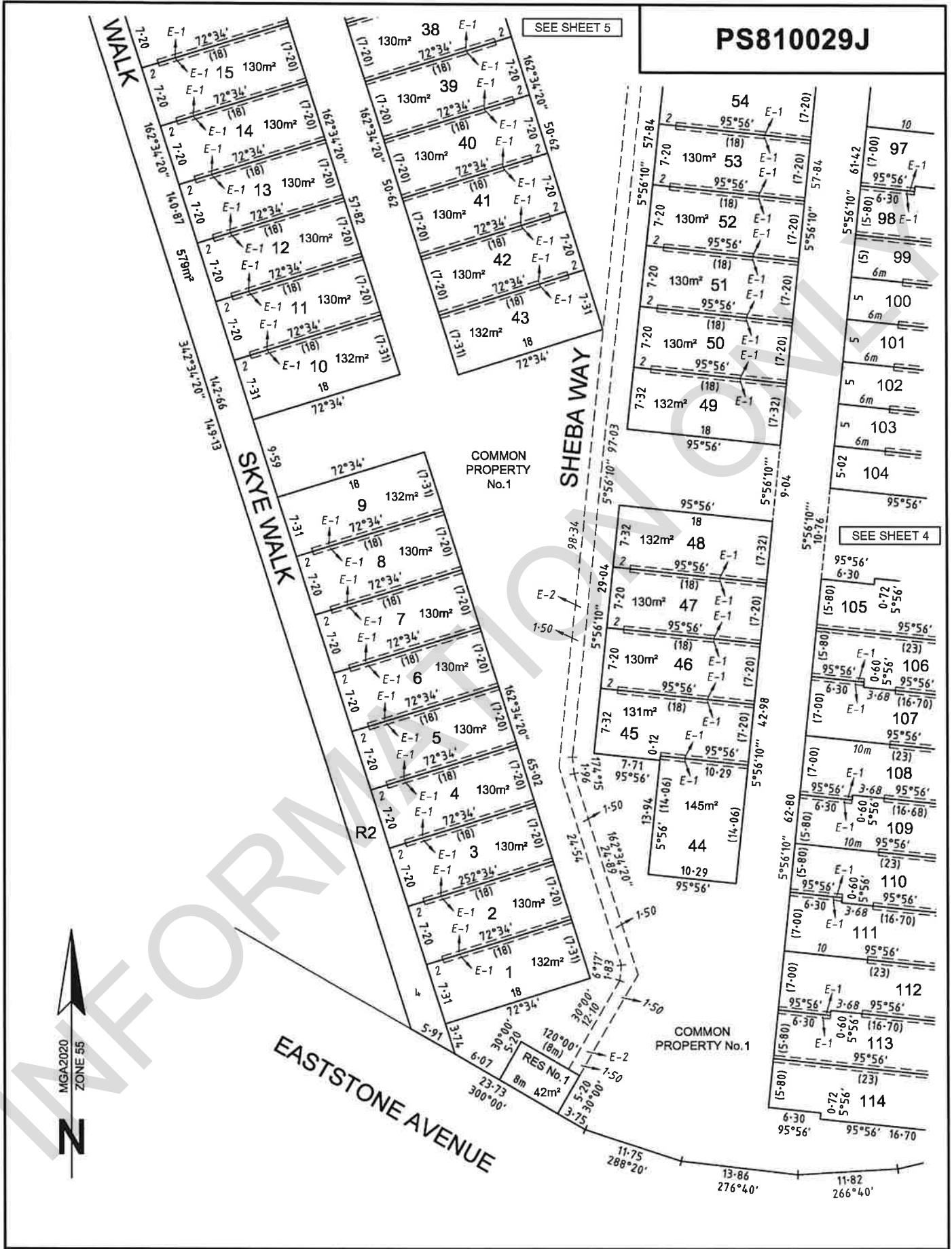
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SCALE 1:1200	<p>LENGTHS ARE IN METRES</p>
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ORIGINAL SHEET SIZE: A3	SHEET 2
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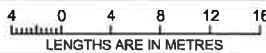
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SPEAR Ref: S125312E



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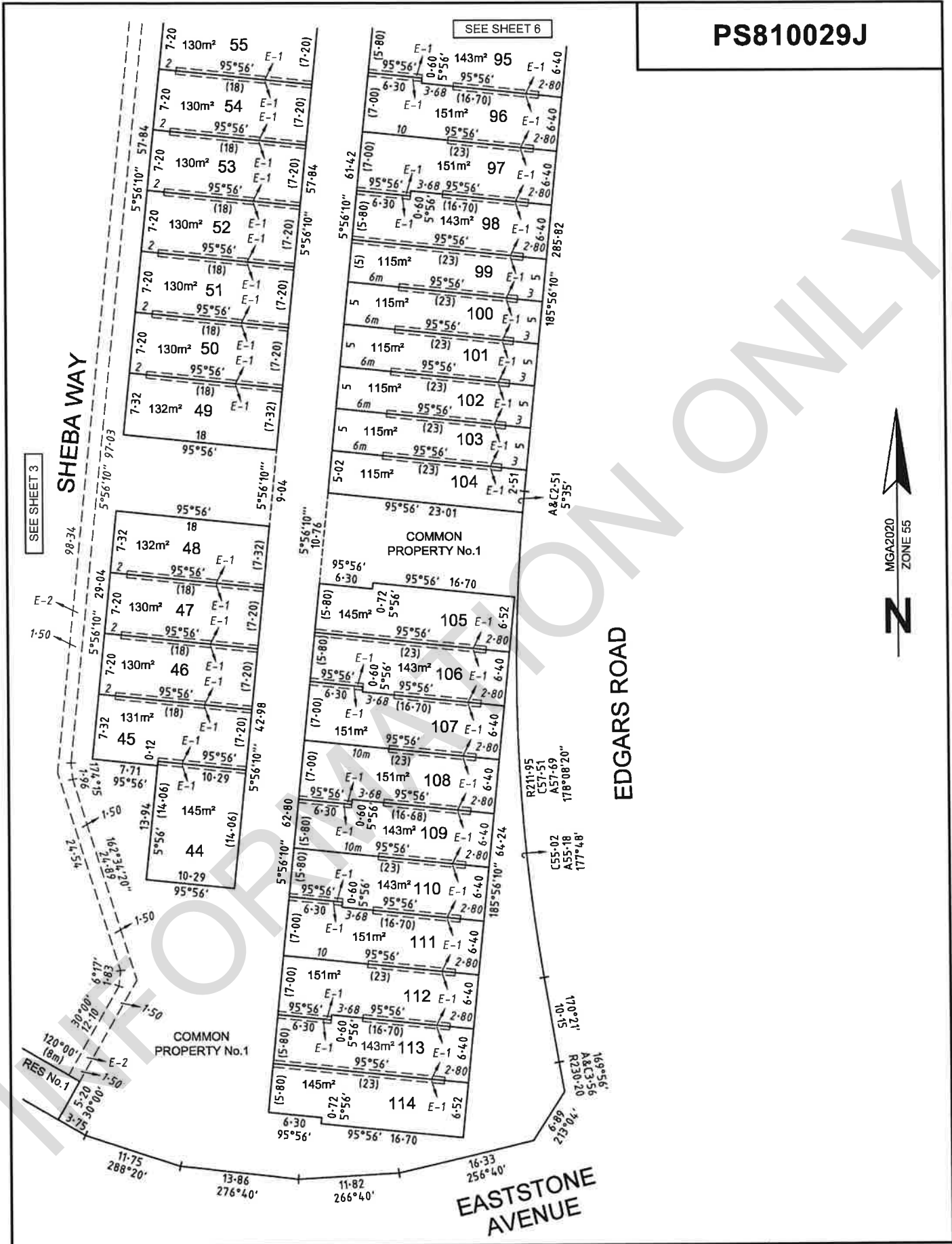
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SHEET 3

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SPEAR Ref: S125312E

PS810029J



SEE SHEET 3

SEE SHEET 6

EDGARS ROAD

EASTSTONE AVENUE

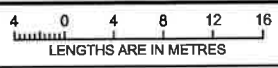


MGA2020
ZONE 55



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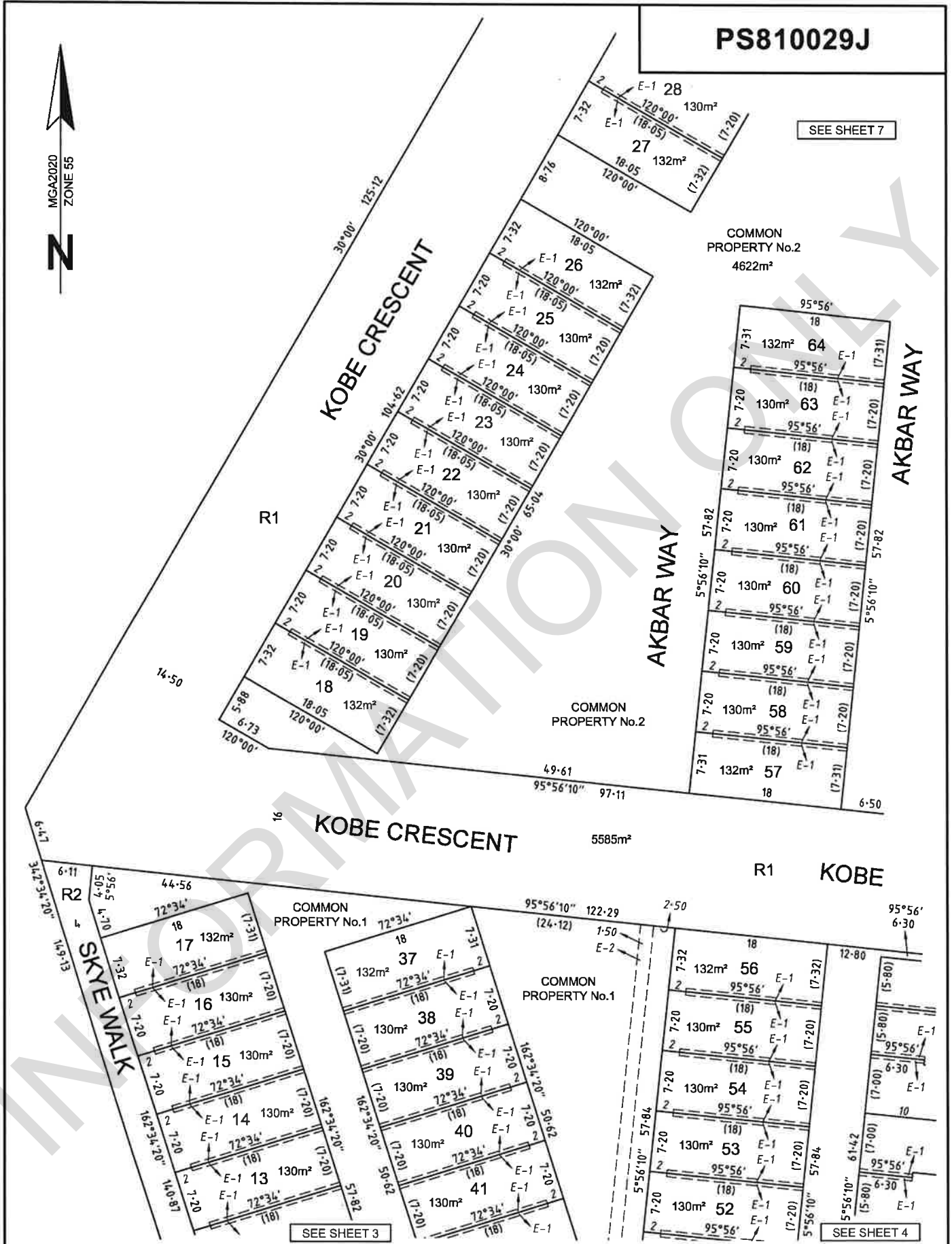


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SHEET 4

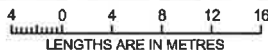
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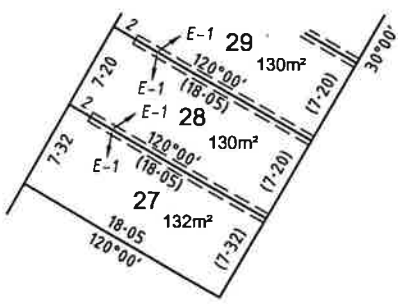
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SHEET 5

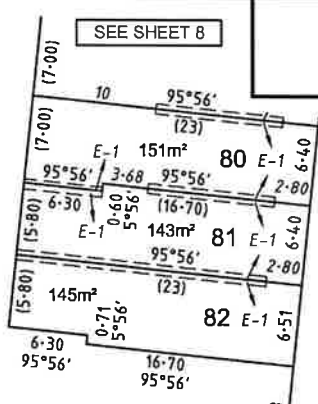
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21/07/2020,
SPEAR Ref: S125312E

PS810029J



COMMON PROPERTY No.2
4622m²



SEE SHEET 8

SEE SHEET 5

AKBAR WAY

AKBAR WAY

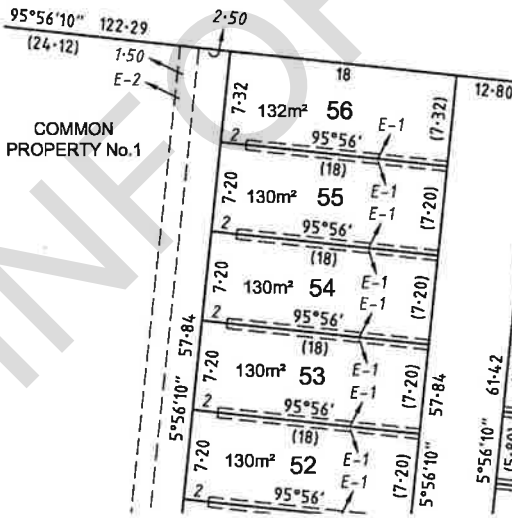
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49.61
95°56'10" 97.11

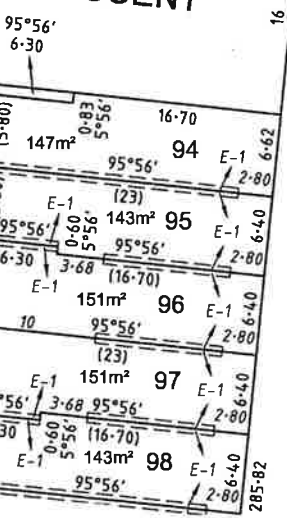
5585m²

R1 KOBE CRESCENT

EDGARS ROAD



COMMON PROPERTY No.1

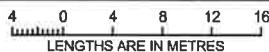


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SHEET 6

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MGA2020
ZONE 55
N

PS810029J

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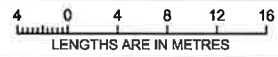


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SHEET 7

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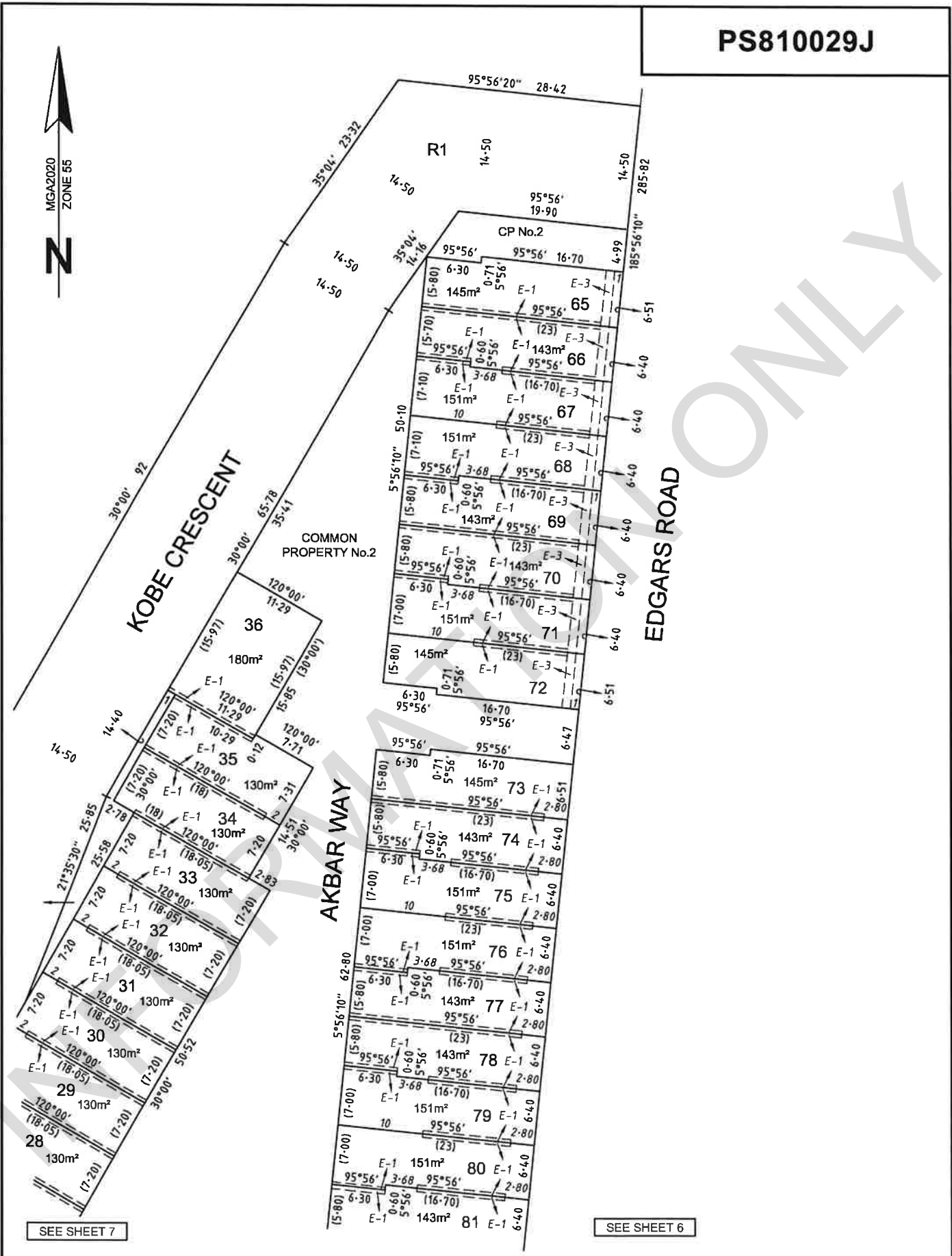
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Whittlesea City Council,
21/07/2020,
SPEAR Ref: S125312E

PS810029J



MGA2020
ZONE 55

N



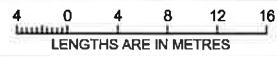
SEE SHEET 7

SEE SHEET 6



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SHEET 8

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21/07/2020,
SPEAR Ref: S125312E



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810029J

The land in PS810029J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 18 - 36, 57 - 93.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 7 484 ST KILDA ROAD MELBOURNE VIC 3004

OC050728P 12/01/2021

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:

OC050728P 12/01/2021

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS810029J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 02:36:31 PM

OWNERS CORPORATION 2
PLAN NO. PS810029J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Lot 87	100	100
Lot 88	100	100
Lot 89	100	100
Lot 90	100	100
Lot 91	100	100
Lot 92	100	100
Lot 93	100	100
Total	5600.00	5600.00

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.

K

Application to record covenant

Section 88(1) Transfer of Land Act 1958

WITHDRAWN
11 SEP 2013

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

Lodged by: Minter Ellison Lander and Rogers

Name: Attn: Reagan Thackwray LGA: LW: 2023581

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

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

Reference: RET-ANS-30-7353037 Lisa Gaddie

Customer Code: 701Q 1091M

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

Burdened land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 folio 613

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

Urban Renewal Authority Victoria, 710 Collins Street, Docklands VIC 3000, Attention: Chief Executive Officer

Benefited land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 765

Covenant: *(describe the Instrument creating covenant)*

Deed of Restrictive Covenant between the Urban Renewal Authority Victoria (as vendor) and Coles Group Property Developments Limited (as purchaser) dated

Date: 5 August, 2013

Signature of applicant

Or

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

Or

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

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

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

AK704499C

08/11/2013 \$75.30 88E



Deed of Restrictive Covenant

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

Urban Renewal Authority Victoria (**Vendor**)

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

MinterEllison

LAWYERS

AK704499C

09/11/2013 \$75.30 88E



Deed of Restrictive Covenant

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

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


Information table

Date 5 August 2013

Parties

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

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

Items

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

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

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

AK704499C

08/11/2013 \$75.30 88E



Background

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

INFORMATION ONLY

Agreed terms

AK514426Q

AK704499C

08/11/2013 \$75.30 88E



1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Board means the Coles Divisional board.

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

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

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

in accordance with the Contract.

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

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

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

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

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

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

Practical Completion has the meaning given in the Contract.

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

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

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

1.2 Interpretation

In this deed, unless the contrary intention appears:

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



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

1.3 Governing law

The law of the Victoria governs this deed.

2. Restrictive Covenant

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

3. Removal of Restrictive Covenant

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

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

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



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

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

4. Goods and Services Tax

4.1 Consideration is GST exclusive

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

4.2 Gross up of consideration

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

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

4.3 Reimbursements (net down)

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

4.4 Tax invoices

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

4.5 Adjustments

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

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

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



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

5. Costs, duty and fees

5.1 Costs

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

5.2 Duty and fees

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

6. General

6.1 Severance of invalid and other provisions

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

6.2 Waiver and variation

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

6.3 Further assurances

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

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

6.4 Counterparts

This deed may consist of a number of counterparts.



AK704499C

08/11/2013 \$75.30 88E



Signing page

EXECUTED as a deed.

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

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



Signature of _____
DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER
Name of _____ (print)

←
Peter Armstrong
General Manager

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

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

Signature of witness _____
JAMIE TREVOR BOLIC
An Australian Legal Practitioner within the meaning of the Legal Practice Act 2004
Name of witness (print) _____

←
Signature of attorney _____
Director, Property
Class 'A' Attorney.
GREGORY ROBERT CHUBB
Name of attorney (print) _____

AR110357Y

Transfer of land - creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958

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.

Lodged by
Name: **WESTPAC**
Phone: **152325**
Address:
Reference:
Customer code:

The transferor 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)

VOLUME 11979 FOLIO 480 AND VOLUME 11505 FOLIO 108

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE

Consideration:

\$8,580,000

Transferor: (full name)

DEVELOPMENT VICTORIA (FORMERLY URBAN RENEWAL AUTHORITY VICTORIA) ACN 61868774623

Transferee: (full name and address, including postcode)

BOTANIC PROPERTY DEVELOPMENT PTY LTD ACN 613449737 OF LEVEL 7, 484 ST KILDA ROAD MELBOURNE 3004

Creation and/or reservation of easement and/or restrictive covenant

THE TRANSFEEE, 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 CERTIFICATES OF TITLE VOLUME 11505 FOLIO 108 (BEING LOT A ON PS645320J) AND VOLUME 11979 FOLIO 480 (BEING LOT AB ON PS701533F), AND WITH THE INTENT THAT THE BURDEN OF

11979 480

35271702A

45-2TLA

Page 1 of 4

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AR110357Y

**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

Privacy Collection Statement

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THIS 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 CERTIFICATES OF TITLE VOLUME 11336 FOLIO 844 (BEING LOT C ON PS626297H), VOLUME 11338 FOLIO 798 (BEING LOT C ON PS636523U) AND VOLUME 11652 FOLIO 765 (BEING LOT B ON PS633563X) THAT THE USE OF THE LAND FOR ANY PURPOSE OTHER THAN MEDIUM DENSITY RESIDENTIAL HOUSING AND ANCILLARY PURPOSES;

(A) 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;

(B) 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.

(C) APPLICATION TO ANY COUNCIL OR OTHER PERSON OR AUTHORITY FOR A BUILDING PERMIT UNDER THE BUILDING PERMIT 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

(D) 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 OUT AS AN ENCUMBRANCE ON THE CERTIFICATE OF TITLE TO ISSUE FOR EACH LOT BY THIS TRANSFER AND THAT THIS COVENANT WILL RUN FOREVER AT LAW

Signing:

35271702A

45-2TLA

Page 2 of 4

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AR110357Y

Transfer of land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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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 **DEVELOPMENT VICTORIA**

Signer Name

Signer Organisation

Signer Role

AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

24/05/2018

Angela Skandarajah
Lv 9, 8 Exhibition Street, Melbourne 3000
An Australian legal practitioner within the meaning of the Legal Profession Uniform Law.

Signing:

35271702A

45-2TLA

Page 3 of 4

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AR110357Y

**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

Privacy Collection Statement

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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 **BOTANIC PROPERTY DEVELOPMENT PTY LTD**

Signer Name **DORIS MCCARTER**

Signer Organisation **READY CONVEYANCING**

Signer Role **LICENSED CONVEYANCER**

Signature



Execution Date **24/05/2018**

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Page 4 of 4

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Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P



Lodged at the Land Titles Office by:

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

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

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

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten signature]

2

Name of officer:

DAVID TURNBULL

Office held:

CEO

Date:

14/3/08

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10/04/2008 \$187

173

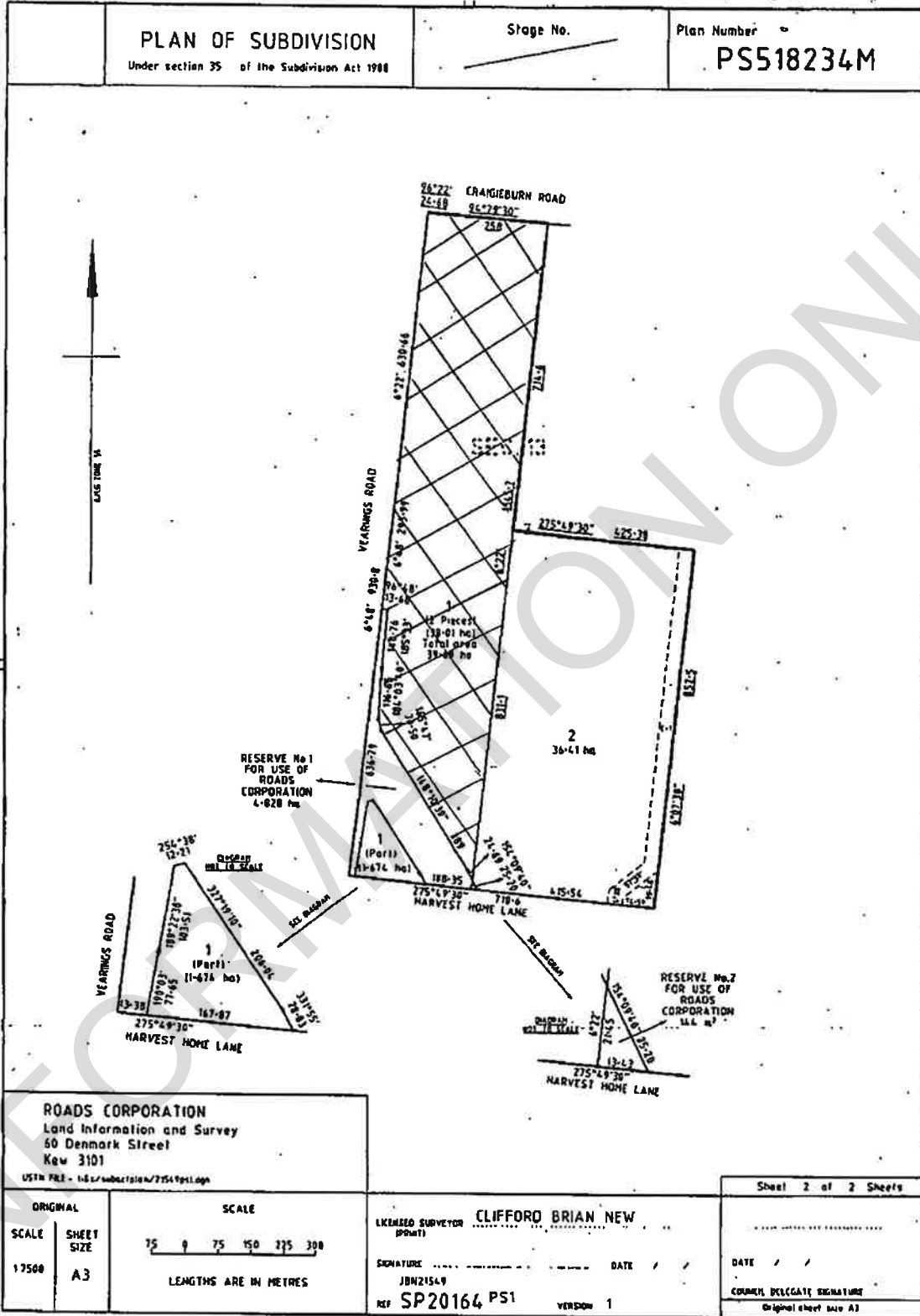


INFORMATION ONLY

View Image

"B"

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



AF771740P

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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 CT 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.
Easement Information		Notations
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		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 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
		Vol 5750 Fol 826 This Plan This Plan - Sect 88 of the Electricity Industry Act 2000 This Plan
		Land Benefited/in Favour Of
		Land in Vol. 5750 Fol. 826 Lot A in this plan TXU Electricity Ltd Lot A in this plan

HARVEST HOME ROAD

O'HERNS ROAD

ENLARGEMENT NOT TO SCALE

Coomes Consulting Group Pty Ltd
CONSULT@COOMESCONSULTING.COM.au
24 Albert Road PO Box 306 South Melbourne Victoria 3206
T 61 3 9593 7658 F 61 3 9993 7639

coomes consulting

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Sheet 1 of 1 Sheets

DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
1:10000 A3

LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy
SIGNATURE *Gabrielle M McCarthy*
DATE 21/5 2023
VERSION 3
REF: 3604-24
FILE NAME: 130160.dwg
FILE LOCATION: P:\PROJECTS\3604-24\130160.dwg
LAYOUT NAME: 130160.dwg
SAVE DATE: Thu, 17 May 2024 - 16:33:48:11 SAVED BY:



Maddocks

Date *2 Nov* 2007

AF771740P



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

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Aurora Estate

Purpose: Development Levies

Whittlesea City Council

and

Victorian Urban Development Authority

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

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE *2 NOV*/2007

AF771740P



BETWEEN

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

(Council)

AND

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

(Owner)

RECITALS

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

THE PARTIES AGREE

1. DEFINITIONS

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

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

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

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

Act means the *Planning and Environment Act 1987*.

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

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

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

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

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

Amendment means Amendment C41 to the Planning Scheme.

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

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

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

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

Contribution Portion means 31.96% of the Transport Corridor Land.

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

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

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

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

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

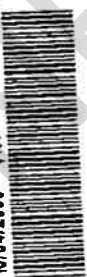
Infrastructure Project means any infrastructure project listed in the Development Contribution Plan.

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

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10/04/2008 1:18



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:

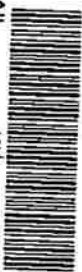
3.1 Development Contributions

- 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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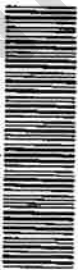
- 3.1.2.1 transfer to Council of the Project Land and the Open Space Land in accordance with clause 3.2;
 - 3.1.2.2 transfer to the Department of Infrastructure of the Contribution Portion of the Transport Corridor Land in accordance with clause 3.3;
 - 3.1.2.3 construction and delivery of all Road Infrastructure 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.

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10. SUCCESSORS IN TITLE

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

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

11. GENERAL MATTERS

11.1 Notices

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

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

11.3 No Waiver

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

11.4 Severability

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



11.5 No Fettering of Council's Powers

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

11.6 Penalty for late payment

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

11.7 Lower order infrastructure

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

12. GOODS AND SERVICES TAX

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

13. COMMENCEMENT OF AGREEMENT

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

14. ENDING OF AGREEMENT

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



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

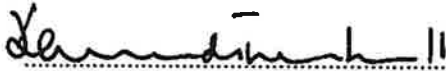
14.2.1 the Agreement will end in relation to that allotment; and

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

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

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

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



Chief Executive Officer

.....

Councillor

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



Chief Executive Officer



General Manager



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Schedule 1

Certificates of Title comprising the Subject Land

- Lot 1 on PS504599W ~ 10776.557
- That part of Lot 1 on PS518235K which is east of the Craigieburn Bypass ~ 9457.951
- That part of Lot 2 on PS518235K which is east of the Craigieburn Bypass 10799.589
- 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
9157.951
- Lot 1 on PS113791 ~ 10102.491
- Lot 3 on PS113855 ~ 9075.530
- Lot 1 on PS141634 ~ 9497.457
- Lot 2 on PS141634 ~ 9497.458
- Lot 1 on Title Plan 821252F ~ 8816.666
- Lot 2 on PS096565 ~ 8957.491
- Lot B on PS449515L

Does not exist

INFORMATION ONLY

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Schedule 2

Lower Order Infrastructure Items

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

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

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Schedule 3

Specifications for Non-Road Projects

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 Hawthorn, Victoria 3122
 Tel: (03) 9852 7811
 Fax: (03) 9852 7044
 www.prowseqs.com.au
 Email: info@prowseqs.com.au

23 August 2007

Ref: 4605-06

Vicurban
 Level 12, 700 Collins Street
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

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

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

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

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Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully

PROWSE QUANTITY SURVEYORS PTY LTD



VINCENT LAU



PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

JOB 4605
DATE 23/08/2007

CLIENT: VicUrban

REF

U/1

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

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

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

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

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

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

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

CLIENT: VicUrban

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

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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10/04/2008 - \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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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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10/04/2008 \$197 173





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

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 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





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 Pavillion				
	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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10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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Note - carparking on next page

INFORMATION ONLY



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

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

SUB-TOTAL		\$	295,000
PRELIMINARIES (Included Above)	- %	\$	-
DESIGN VARIABLE	5.00 %	\$	15,000
COST ESCALATION TO TENDER	- %	\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$	6,000
CONTRACT CONTINGENCY	2.50 %	\$	8,000
PROFESSIONAL FEES	11.00 %	\$	36,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$	-

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **360,000**
 (Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 262,000

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

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

(Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P





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

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

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

CLIENT: VicUrban

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

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

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

AF771740P





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

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,789,000

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Core CAC: Generated by Neighbourhood Demand					
Entry					
	Entry (FECA)	M2	35	1,700	59,500
	Coordinators storage (FECA)	M2	6	1,100	6,600
	Coordinators offices (FECA)	M2	32	1,750	56,000
Main Hall					
	Hall (FECA)	M2	200	1,500	300,000
	User storage (FECA)	M2	36	1,100	39,600
	Playgroup storage (FECA)	M2	15	1,100	16,500
	Chair and table storage (FECA)	M2	20	1,100	22,000
Kitchen & Food Service Centre					
	Kitchen (commercial) (FECA)	M2	40	3,100	124,000
	Kitchen (domestic) (FECA)	M2	25	2,000	50,000
	Kitchen store (FECA)	M2	12	2,000	24,000
Meeting Rooms					
	Meeting room 1 (FECA)	M2	30	1,750	52,500
	Meeting room 2 (FECA)	M2	50	1,750	87,500
	User store (FECA)	M2	12	1,100	13,200
Common Amenities					
	Toilets (men & women) (FECA)	M2	20	2,400	48,000
	Accessible / family toilets / change (FECA)	M2	6	2,400	14,400
	Cleaners store (FECA)	M2	4	1,800	7,200
Sub-Total (1) - Regional Demand Facilities		ITEM			921,000
Core CAC: Generated by Regional Demand					
PAG (ADASS)					
	Activity room1 (FECA)	M2	60	1,500	90,000
	Activity room 2 (FECA)	M2	80	1,500	120,000
	Office (FECA)	M2	16	1,750	28,000
	Accessible toilets/amenities/sick bay (FECA)	M2	30	2,400	72,000
	Storage (FECA)	M2	20	1,100	22,000
	Ext to kitchen for food services centre (FECA)	M2	20	2,000	40,000
	Outdoor area (OPEN)	M2	60	250	15,000
Sub-Total (2) - Regional Demand Facilities		ITEM			387,000

AF771740P

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
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
 A&B N 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)

\$ 750,000

AF771740P





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

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





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.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 18/10/2024 02:36:31 PM

Status	Registered	Dealing Number	AT116057M
Date and Time Lodged	30/03/2020 01:51:35 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8106093

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11505/108

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Property Name	CIVIC CENTRE
Locality	SOUTH MORANG
State	VIC
Postcode	3752

Additional Details

Refer Image Instrument



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
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	WHITTLESEA CITY COUNCIL
Signer Name	KIERRA PARKER
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 MARCH 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1080568

APPLICANT'S NAME & ADDRESS

SALLY NICOLAZZO & ASSOCIATES C/- INFOTRACK (LEAP)
C/- LANDATA
DOCKLANDS

VENDOR

NEWLANDS, GRAHAM THOMAS

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4383

This certificate is issued for:

LOT 58 PLAN PS810029 ALSO KNOWN AS 4 AKBAR WAY 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 DEVELOPMENT PLAN OVERLAY - SCHEDULE 23
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

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

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

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

21 October 2024

Sonya Kilkeny
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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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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.

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 18 October 2024 12:34 PM

PROPERTY DETAILS

Address: **4 AKBAR WAY WOLLERT 3750**
Lot and Plan Number: **Lot 58 PS810029**
Standard Parcel Identifier (SPI): **58\PS810029**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1130087**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 G2**

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

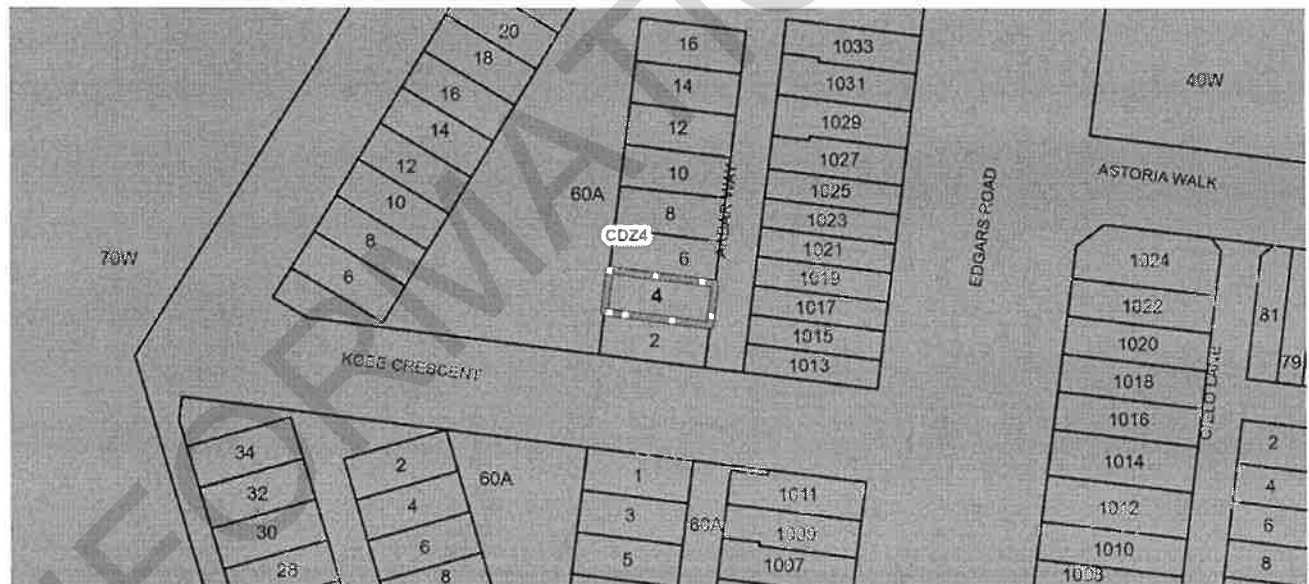
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



0 ————— 35 m

CDZ - Comprehensive Development

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 4 AKBAR WAY WOLLERT 3750

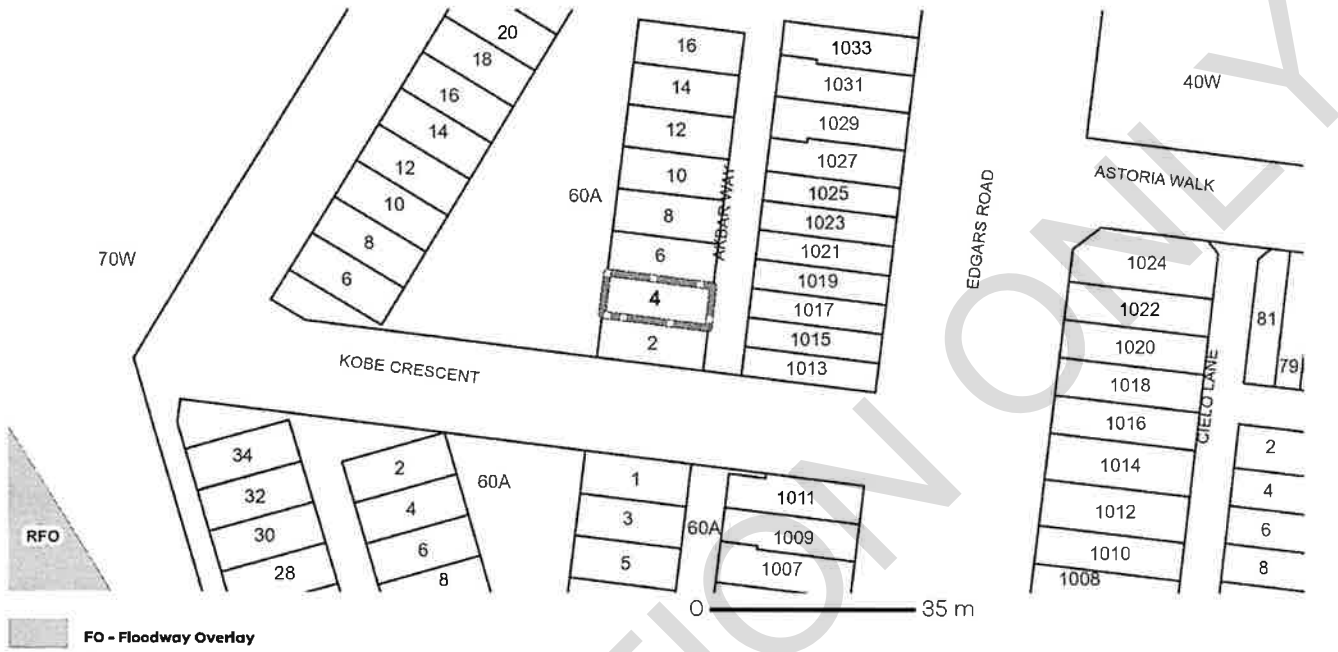
Page 1 of 6

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

INFORMATION

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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.

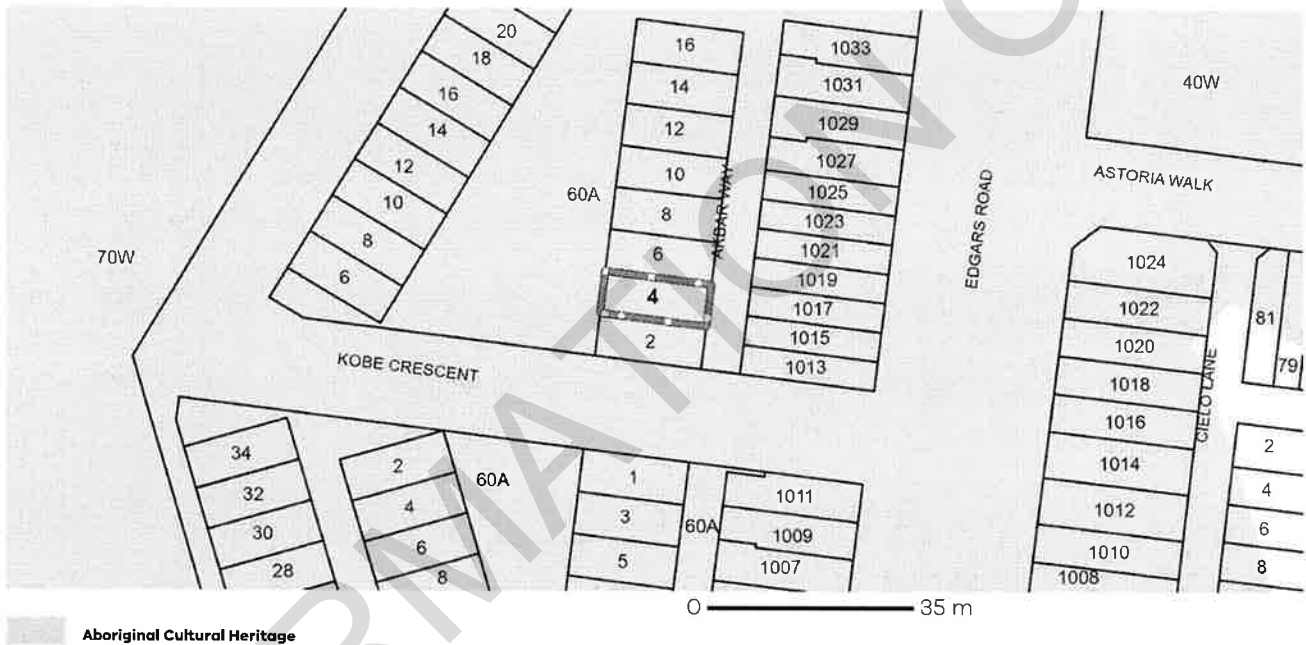
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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.gov.nrms.net.au/govQuestion1.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>



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Further Planning Information

Planning scheme data last updated on 16 October 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>

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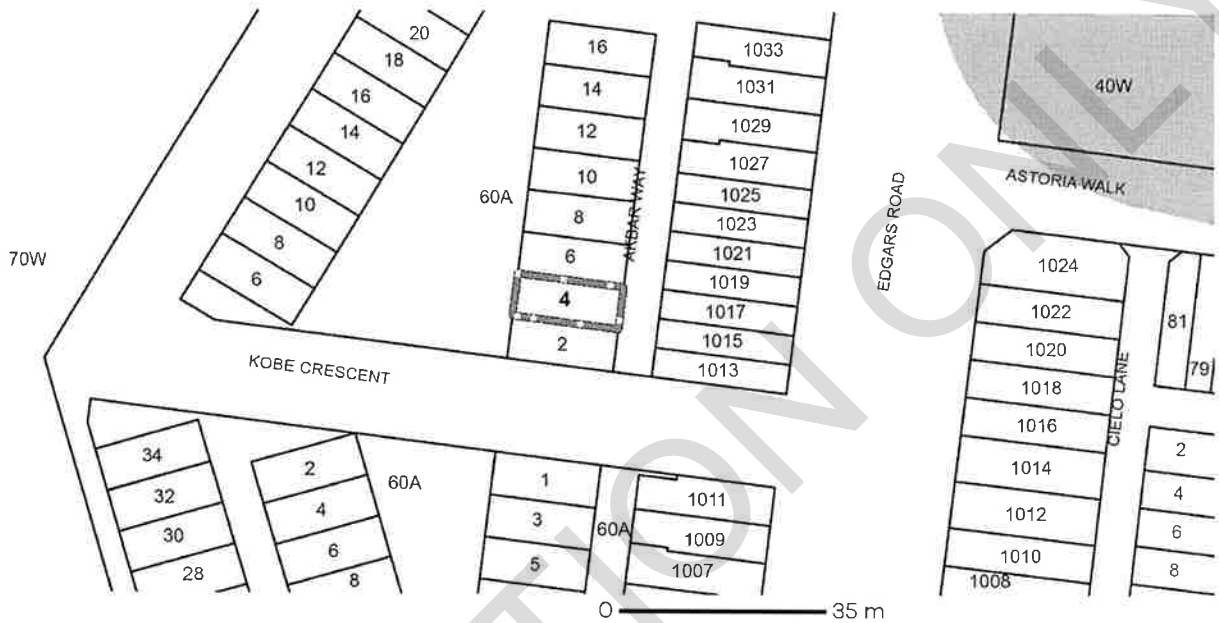
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Date of issue 23/10/2024	Assessment No. 1130087	Certificate No. 165886	Your reference 74642313-023-7
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 4 Akbar Way WOLLERT 3750
Description: LOT: 58 PS: 810029J
AVPCC: 120.4 Townhouse

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$440,000	\$75,000	\$22,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 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	\$1,030.39
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$38.28
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 23/10/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$305.32

<i>Balance of rates & charges due:</i>	\$912.00
--	-----------------

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$912.00
--	-----------------

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: Info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:

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 1130087



Phone 1300 301 185
Ref 1130087



Bill Code 5157
Ref 1130087



YARRA VALLEY WATER
ABN 93 056 902 501

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

21st October 2024

Sally Nicolazzo & Associates C/- InfoTrack (LEAP)
LANDATA

Dear Sally Nicolazzo & Associates C/- InfoTrack (LEAP) ,

RE: Application for Water Information Statement

Property Address:	4 AKBAR WAY WOLLERT 3750
Applicant	Sally Nicolazzo & Associates C/- InfoTrack (LEAP) LANDATA
Information Statement	30893399
Conveyancing Account Number	7959580000
Your Reference	4383

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	4 AKBAR WAY 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	4 AKBAR WAY WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

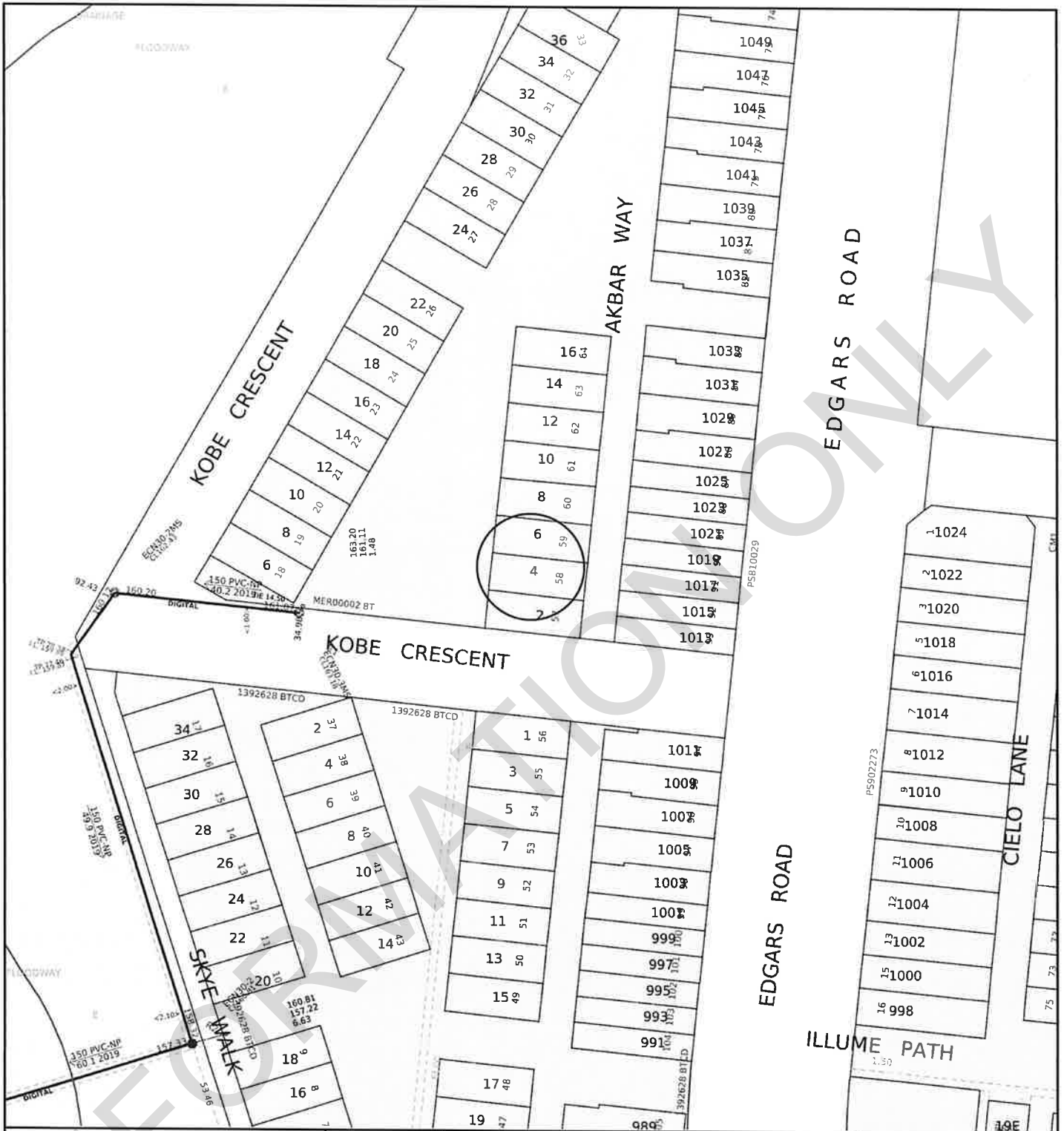
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30893399**

Address 4 AKBAR WAY WOLLERT 3750

Date 21/10/2024

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	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

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



YARRA VALLEY WATER
ABN 93 065 902 501

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

Sally Nicolazzo & Associates C/- InfoTrack (LEAP)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8088249245
Rate Certificate No: 30893399

Date of Issue: 21/10/2024
Your Ref: 4383

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
4 AKBAR WAY, WOLLERT VIC 3750	58\PS810029	5198798	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$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			\$193.11
Total for This Property			\$386.22

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

Property Address	Lot & Plan	Property Number	Property Type
286 HARVEST HOME RD, WOLLERT VIC 3750	B\PS816915	5191852	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.



YARRA VALLEY WATER
ABN 93 056 902 501

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

Property No: 5198798

Address: 4 AKBAR WAY, WOLLERT VIC 3750

Water Information Statement Number: 30893399

HOW TO PAY



Bill Code: 314567
Ref: 80882492459

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / SALLY NICOLAZZO & ASSOCIATES

Your Reference: 24/419
Certificate No: 80403824
Issue Date: 21 OCT 2024
Enquiries: ESYSPROD

Land Address: 4 AKBAR WAY WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48025779	58	810029	12276	763	\$0.00

Vendor: CAROLINE ANNE REBELLO & GRAHAM THOMAS NEWLANDS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GRAHAM THOMAS NEWLANDS	2024	\$75,000	\$518.42	\$0.00	\$0.00

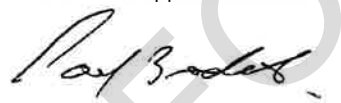
Comments: Land Tax of \$518.42 has been assessed for 2024, an amount of \$518.42 has been paid.

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:	\$460,000
SITE VALUE:	\$75,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 80403824

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 = \$75,000

Calculated as \$500 plus (\$75,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 80403824

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: 80403824

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 / SALLY NICOLAZZO & ASSOCIATES

Your Reference:	24/419
Certificate No:	80403824
Issue Date:	21 OCT 2024
Enquires:	ESYSPROD

Land Address: 4 AKBAR WAY WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48025779	58	810029	12276	763	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$460,000
SITE VALUE:	\$75,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80403824

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 / SALLY NICOLAZZO & ASSOCIATES

Your Reference: 24/419
Certificate No: 80403824
Issue Date: 21 OCT 2024

Land Address: 4 AKBAR WAY WOLLERT VIC 3750

Lot	Plan	Volume	Folio
58	810029	12276	763

Vendor: CAROLINE ANNE REBELLO & GRAHAM THOMAS NEWLANDS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 80403824

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 80403827</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 80403827</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sally Nicolazzo & Associates C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4383

NO PROPOSALS. As at the 21th October 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®.

4 AKBAR WAY, 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: 21th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74642313 - 74642313104751 '4383'

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

Your Ref: 74642313-025-1

31 October 2024

Landata

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 4 (Lot 58) Akbar Way, 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
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In the last 10 years no building permits were issued.

Permit issued for related parcel at **56A & 60A (Lot A & AB) Eaststone Avenue, Wollert** with the following permit details:

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
BS-38638/2669757528000	8/7/2020	Stage 7: Multi Unit Development Construction of 8 Dwellings Blok H only Lots 57 – 64	Yes 5/5/2021

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

OWNER'S CORPORATION CERTIFICATE
s.151(4)(a) Owner's Corporation Act 2006 and r.11 Owner's Corporations Regulations 2007

Owner's Corporation No **810029J**
Address **56A-60A Eaststone Avenue,
Wollert VIC 3750**

This certificate is issued for Lot **58** on Plan of Subdivision No **810029J**

Postal address is
 1/46 Penrose Street
 Box Hill South Vic 3128

Applicant for the certificate is **InfoTrack**

Address for delivery of certificate ownerscorp@infotrack.com.au

Date that the application was received **29 October 2024**.

IMPORTANT:

The information in this certificate is issued on **29 October 2024**.

You can inspect the Owner's Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current six-monthly fees for the lot are \$1,322.45 payable six-monthly.

(b) The date up to which the fees for the lot have been paid is 31 Dec 2024. The next levy payment will be due 01 Jan 2025.

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

<i>Administrative Fund</i>	
Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

<i>Maintenance Fund</i>	
Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$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:

None

Owner's Corporation Fees may be paid by EFT as follows:

Bill code: 96503
Reference Number: 254271935 38498

(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 Owner's Corporation has the following insurance cover:

Policy No. HU000605776 CHU
6

Type: Strata Broker: AB Phillips
PO Box 832, MOORABBIN VIC 3189

Premium: \$55,318.26 Paid on: 04/12/2023 Policy start date: 30/11/2023 Next due: 30/11/2024

Cover	Sum insured	Excess	Notes
Building	\$44,441,250.00	\$1,000.00	All claims as per policy wording
Loss of Rent	\$6,666,187.00	\$1,000.00	Flood
Contents	\$444,412.00	\$2,000.00	Unoccupancy
Public Liability	\$30,000,000.00	\$0.00	
Voluntary Workers	\$200,000/\$2,000	\$0.00	
Fidelity Guarantee	\$250,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Govt. Audit Costs	\$175,000.00	\$0.00	
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00	

The type of Policy is: Strata

The buildings covered by the Policy are situated at: **56A-60A Eaststone Avenue, Wollert VIC 3750**

(g) Has the Owner's 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 Owner's Corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the Owner's 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: NIL

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

If so, then provide details:

- Management agreement with BFG Strata Management.
- Waste Management agreement with Bin Boy
- Caretaking agreement with Limpia Cleaning Services

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

If so, then provide details: NIL

(l) Are there any notices or orders served on the Owner's Corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 29 October 2024.

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

If so, then provide details: NIL

(n) Has the Owner's Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141

Telephone: (03) 9804 8770

(o) Has an administrator been appointed for the Owner's 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 Owner's Corporation certificate are:

A copy of the latest financial statements
A copy of the minute of the last annual general meeting of the Owner's Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owner's Corporations Regulations 2007 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 Owner's Corporation register by making written application to the Agent at the address listed below.

Date: 29 October 2024

Please email the Notice of Acquisition to this email address – strata2@bfgstrata.com.au

This Owner's Corporation certificate was prepared by:



Candice Niuafe
BFG Strata Management
Level 16, 627 Chapel Street
South Yarra VIC 3141

**MINUTES OF AN ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 810029J****ADDRESS OF THE STRATA SCHEME:**

56A-60A Eaststone Avenue, Wollert VIC 3750

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 810029J was held Level 16, 627 Chapel Street, South Yarra 3141 on 18/12/2023 commenced at .**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
19	8	Yes	Rodney Stewart Price
44	25	Yes	M Bos & J Gardener Bos Super Property Py Ltd
88	1023	Yes	Matt Pattison Matthew Paul Pattison

CHAIRPERSON (acting): Candice Niuafe

Minutes of the meeting:

- 1 MINUTES**
Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.
- 2 MANAGER'S & COMMITTEE REPORT**
Resolved that the Manager's and Committee report (If Applicable) for the financial year be adopted.
- 3 FINANCIAL STATEMENTS**
Resolved that the Owners Corporation approve the financial statements for the Financial Year ending 30/09/2023.
- 4 AUDITOR**
Resolved that an auditor be engaged to audit the annual accounts if the Owners Corporation consists of 100 lots or more or levies exceed \$200,000 in any financial year.
- 5 MAINTENANCE PLAN**
Resolved that a consultant be appointed to prepare a 10 year Maintenance plan.
- 6 BUDGET**
ADMINISTRATIVE FUND
Resolved that the Owners Corporation approved the budget for the next financial year.
MAINTENANCE FUND
Resolved that the Owners Corporation approved the budget for the next financial year. (If Applicable)

7 CONTRIBUTIONS

Resolved that in Accordance with the Owners Corporations Act 2006 - Section 23

(a) Contributions to the administrative fund for the next financial year are estimated at \$279,516.60 including GST (If Applicable);

(b) Contributions to the maintenance fund are estimated for the next financial year at \$22,000.00 including GST (If Applicable);

and contributions are due and payable Six-monthly on the 1st of January and 1st of July. The increase in the budget for this financial year will see the six monthly contribution fees increase by \$380 per Lot.

The increase is attributable to the fact that last years levies were largely offset utilising the budget surplus to reduce the levies, however, this year there has been no surplus utilised. This will ensure there is sufficient funds available in the event that expenses come in throughout the year above the budgtd amounts set, removing the need for the raising of special levies.

8 INSURANCE

Resolved that the Owners Corporation considered and approved the current insurance policy. Members are advised to consult the FSG and PDS before deciding on insurance.

Current Owners Corporation Insurance Details
Policy No.HU0006057766
CHU
Type : Strata
Broker : AB Phillips

Premium : \$39,201.71 Paid on : 29/11/2022 Start : 30/11/2022 Next due : 30/11/2023

Cover	Sum Insured	Excess	Notes
Building	\$42,325,000.00	\$1,000.00	Flood included
Loss of Rent	\$6,348,750.00	\$0.00	
Contents	\$320,000.00	\$0.00	
Public Liability	\$30,000,000.00	\$0.00	
Voluntary Workers	200,000/2,000	\$0.00	
Fidelity Guarantee	\$250,000.00	\$0.00	
Office Bearers Liability	\$1,000,000.00	\$0.00	
Govt. Audit Costs	\$175,000.00	\$0.00	
Lot Owners' Fixtures & Improvements		\$250,000.00	\$0.00

9 EXECUTIVE COMMITTEE

Resolved the Owners Corporation appoints an executive Committee as required by Part 5 Section 100 of the Owners Corporation Act.

(a) That the number of members of the executive committee be decided. Minimum is 3, and maximum is 7. However and Owners Corporation may resolve by Ordinary Resolution to elect more than 7 members but still less than 12.

(b) That the members of the executive committee be elected. Nominations for Committee can be noted by ticking Box B on the proxy form if you cannot attend the meeting in person.

Executive Committee

Chairperson Lot 19	Rodney Price
Member Lot 103	John Larcombe
Member Lot 44	Mark Bos
Member Lot 88	Matt Pattison

10 OFFICE BEARERS LIABILITY INSURANCE

Resolved that the Owners Corporation Members acknowledge and accept that the insurance policy will need to have office bearers liability cover added to the policy to cover the Committee members.

11 DELEGATION

Resolved that the members of the Owners Corporation delegate under Part 2 Section 11 and Part 6 Section 124 of the Owners Corporation Act 2006/7 the elected members of the Committee and or any elected representative and the appointed Owners Corporation manager, BFG Strata Management, are hereby delegated with the powers and functions of the Owners Corporation except where a unanimous or special resolution is required. The Committee does not have the power to terminate the appointment of BFG Strata Management. Termination of BFG Strata Management as Manager of this Owners Corporation may only be resolved by way of ordinary resolution at a general meeting of the Owners Corporation.

This instrument will remain in place until the next Annual General Meeting when the Committee or representative of the Owners Corporation are duly reelected. The Committee further delegate all the powers and functions to the incumbent management company in accordance with section 3.2 of the Contract of Appointment that are necessary to enable it to perform its duties under this appointment.

12 VALUER

Resolved that the Owners Corporation Members resolve under Part 3 Section 65(2) of the Owners Corporation Act to have an Insurance Valuation carried out on the Building and Common Contents every 5 years or earlier, and that the building replacement cover be adjusted in accordance with the valuer's recommendation.

The next valuation is due 28/10/2027.

13 DEBT RECOVERY

Resolved that the Owners Corporation Manager shall take whatever action is necessary to recover any amount owed to the Owners Corporation in accordance with Section 30,31,32, and section 164 (2) of the Owners Corporation Act 2006. The Owners Corporation authorise BFG Strata Management to make an application on behalf of the Owners Corporation for an order requiring an owner to pay any outstanding fee and levies that are considered outstanding after a final notice is given under section 12. All legal costs not recovered shall be incurred by the Owners Corporation.

14 PAYMENT PLAN

Resolved that the Owners Corporation members delegate the powers to the Owners Corporation manager to establish a payment arrangement, assisting owners facing financial hardship, ensuring that levies are settled prior to the due date of the next levy.

15 PROPERTY MAINTENANCE/ESSENTIAL SERVICES

Resolved that the Owners Corporation Members accept the Strata Manager of BFG Strata Management to spend up to \$1,000 (approx) per year on Repairs & Maintenance to the Owners Corporation Property.

16 OWNERS CORPORATION RULES

Resolved that the Owners Corporation specially resolves pursuant to Section 138 of the Act to make additional rules in the following terms:-

By Law - Service of Documents on Owner of a Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

Alteration to Rules

Consideration to be given to whether or not the existing consolidated, special or additional rules (if any) or the Model Rules require an amendment by a special resolution and if it is necessary to make, revoke or approve rules.

17 CONTRACT OF APPOINTMENT

Resolved that the Owners Corporation members have resolved that if no notice of its intention to revoke this Appointment is given by the Owners Corporation to the Manager at least 28 days prior to the expiry date, the Appointment will continue until the expiration of one year after the expiry date (which date will then become the expiry date) but will not exceed the date of the next Annual General Meeting at which time re-appointment must be confirmed.

18 COMMON SEAL

Resolved that the Owners Corporation members have resolved that as per Section 18A (4) of the OC Act, the common seal is no longer required and can be destroyed.

19 GENERAL BUSINESS

Resolved items of a general nature not listed in the Current Agenda be discussed. (Please note resolutions to approve works cannot be written at meetings. Therefore, the Owners Corporation can agree to acknowledge and accept that they will provide instructions to the manager).

- It was discussed that tendered quote presented for waste management came in higher than current contractor. No decision to change contractor based on quote.
- It was discussed that tendered quote presented for caretaking came in higher than current contractor. No decision to change contractor based on quote.

CLOSURE: There being no further business, the chairperson declared the meeting closed at .

INFORMATION ONLY

Statement of Financial Position As at 30/09/2024

Owners Corporation PS 810029J

56A-60A Eaststone Avenue, Wollert VIC 3750

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	22,111.28
Owners Equity--Admin	45,301.41
	67,412.69
Maintenance Fund	
Operating Surplus/Deficit--Sinking	20,002.44
Owners Equity--Sinking	50,004.96
	70,007.40
Net owners' funds	\$137,420.09
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	73,879.97
	73,879.97
Maintenance Fund	
Cash at Bank--Maintenance Fund	70,456.00
	70,456.00
Unallocated Money	
Cash at Bank--Unallocated	1,348.10
	1,348.10
<i>Total assets</i>	145,684.07
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	5,589.00
Creditor--GST--Admin	878.28
	6,467.28
Maintenance Fund	
Creditor--GST--Sinking	448.60
	448.60
Unallocated Money	
Prepaid Levies--Unallocated	1,348.10
	1,348.10
<i>Total liabilities</i>	8,263.98
Net assets	\$137,420.09

Owner Ledger

Start Date: 01/10/2022

End Date: 31/10/2026

Owners: One only

Owners Corporation PS 810029J

56A-60A Eaststone Avenue, Wollert VIC 3750

Lot 58 Unit 4

Graham Thomas Newlands & Caroline Anne Rebello

UE / AE: 100.00 / 11,400.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/01/2023	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/01/2023 to 30/06/2023	701.30	701.30	241.25	241.25	0.00	0.00%	Standard	Normal	None
2	01/07/2023	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/07/2023 to 31/12/2023	701.30	701.30	241.25	241.25	0.00	0.00%	Standard	Normal	None
3	01/01/2024	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/01/2024 - 30/06/2024	1,225.95	1,225.95	96.50	96.50	0.00	0.00%	Standard	Normal	None
4	01/07/2024	Six-monthly	Six Monthly Contribution Fees Including Building Insurance - Period from 01/07/2024 - 31/12/2024	1,225.95	1,225.95	96.50	96.50	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Interest	Paid	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest					
05/12/2022	699	Receipt	Banked		701.30	0.00	241.25	0.00	0.00	942.55			1
05/06/2023	812	Receipt	Banked		701.30	0.00	241.25	0.00	0.00	942.55			2
08/01/2024	1010	Receipt	Banked		1,225.95	0.00	96.50	0.00	0.00	1,322.45			3
19/06/2024	1069	Receipt	Banked		1,225.95	0.00	96.50	0.00	0.00	1,322.45			4

Model rules for an 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.

2. Committees and sub-committees

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

A committee may appoint members to a sub committee 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.

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—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) 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.

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*.

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 001 (02/18)

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.

BUILDING PERMIT 2669757528000

Building Act 1993 Building Regulations 2018 Regulation 37(1) Form 2

ISSUED TO

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

Phone: 9804 7113

OWNERSHIP DETAILS

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot A & AB, 56A & 60A Eaststone Avenue Wollert VIC 3750 Australia

Municipal District: Whittlesea City Council

Allotment Area (m2): 31065

New floor Area (m2): 1345

Lot No: A & AB

SPI No: A\PS645320 & AB\PS701533

Section No: N/A

Folio: 108 & 480

Volume: 11505 & 11979

LP/PS: PS701533F & PS645320J

RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: 716969

Planning Permit Date: 07 May 2018

BUILDER

Pivot Project Group Pty Ltd, Level 4, Suite 2, 484 St Kilda Road Melbourne VIC 3004 Australia

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

Name	Registration Number	Category/Class
Pivot Project Group Pty Ltd [Orlando Sandner]	CDB-U 58278	Builder

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Name	Registration Number	Category/Class
SJB Architecture Pty Ltd	ARBV 50008	Architect
Jeremy Grosbois	EC 38488	Engineer

INSURANCE PROVIDER FOR BUILDING WORKS

POLICY NUMBER

DATE OF ISSUE

Victorian Managed Insurance Authority	C518117-C518124	12/06/2020
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NATURE OF BUILDING WORKS

COST OF BUILDING WORK

Proposed Multi-Unit Residential Development (114 No.) - Stage 7: Construction of 8 Dwellings - Block H (57 - 64)	\$1,560,000.00
Version of NCC application to the Building Permit	2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a ii	Ground & First Floors - All parts as per approved plans	1.5kPa

BCA Class	Building Part	Allowable Live Load
10a	All Part as per approved plans	1.5kPa

MANDATORY INSPECTIONS

- Prior to placing a footing
- Prior to pouring in-situ reinforced concrete
- Completion of framework
- Final, upon completion of all building work

OCCUPATION OF BUILDING

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

COMMENCEMENT AND COMPLETION

This building work must commence by 08/07/2021

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

This building work must be completed by 08/07/2022

Office 15.01, Level 15, 401 Dockslands Drive, Docklands, VIC, 3008
t 9887 0333 e permits@arkibuildingsurveyors.com.au w arkibuildingsurveyors.com.au ain 48 135 414 587



BUILDING PERMITS + INSPECTIONS

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

CONDITIONS

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

PERFORMANCE SOLUTION

1. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
2. An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:
 1. To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

PROTECTION WORK

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

RELEVANT BUILDING SURVEYOR

Name: Romeo Georgiev

Address: Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008

Email: permits@arkibuildingsurveyors.com.au

Building practitioner registration no.: BS-L38638

Permit no.: 2669757528000

Date of issue of permit: 08 July 2020

Signature:



Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of The Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works the domestic over \$5,000 and warranty insurance for building works over \$16,000

Annexures 'A'
Conditions of Approval
Building Permit No. 2669757528000 Issued
08 July 2020

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Builder to ensure dwellings are to be constructed strictly in accordance with the Town Planning Permit conditions and all council endorsed documentation.

2. The following dwelling must have a minimum 6 Star Energy Rating.
3. Builder is to ensure the box gutter system is installed in accordance with AS/NZS 3500.3, AS/NZS 3500.5, HB 114 and HB 39.
4. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
5. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
6. This building permit shall be read in conjunction with the endorsed drawings.
7. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
8. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
9. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
10. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
11. Timber Framing must be in accordance with AS 1684.4 - 2010
12. All conditions of the Town Planning Permit & Town Planning endorsed documentation are to be strictly adhered to.
13. All materials, colours & finishes are to be strictly in accordance with the Town Planning Permit Endorsed Drawings. Where there is a discrepancy between the the Town Planning Permit Endorsed Drawings and the Building Permit Drawings, the Town Planning Permit Endorsed Drawings are to take precedence.
14. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.
15. All proprietary separating-wall & external wall systems are to be constructed strictly in accordance with the manufacturer's specifications.

Domestic Building Insurance

Certificate of Insurance

Botanic Property Developments Pty Ltd L 20 181 William St MELBOURNE VIC 3000	Policy Number: C518118 Policy Inception Date: 12/06/2020 Builder Account Number: 107696
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A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

<h3>Policy Schedule Details</h3>		<p>PLEASE CHECK</p> <p>If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au</p> <p>IMPORTANT</p> <p>This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.</p> <p>* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.</p>
Domestic Building Work:	C03: New Multi-Dwelling Construction	
At the property:	Unit 58 60a Eaststone Ave WOLLERT VIC 3750 Australia	
Carried out by the builder:	PIVOT PROJECT GROUP PTY LTD	
Builder ACN:	097498532	
<p>! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.</p>		
For the building owner(s):	Botanic Property Developments Pty Ltd	
Pursuant to a domestic building contract dated:	08/11/2019	
For the contract price of:	\$ 195,000.00	
Type of Cover:	Cover is only provided if PIVOT PROJECT GROUP PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *	
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *	
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*	

Issued by Victorian Managed Insurance Authority

Period of Cover

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

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

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

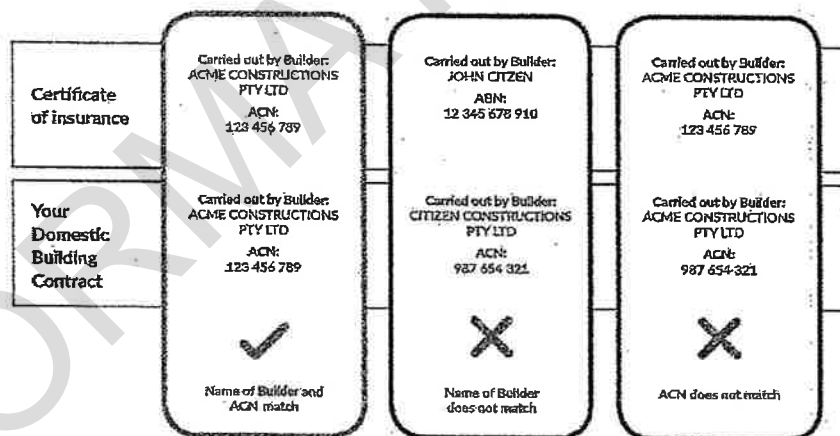
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$750.00
GST:	\$75.00
Stamp Duty:	\$82.50
Total:	\$907.50

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

Below are some example of what to look for



OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia
Phone: 9804 7113

OWNERSHIP DETAILS

Botanic Property Developments Pty Ltd, Level 7, 484 St Kilda Road Melbourne VIC 3004 Australia

PROPERTY DETAILS

Lot A & AB, 56A & 60A Eaststone Avenue Wollert VIC 3750 Australia

Municipal District: Whittlesea City Council

Allotment Area (m2): 31065

New floor Area (m2): 1345

Lot No: A & AB

SPI No: A\PS645320 & AB\PS701533

Section No: N/A

Folio: 108 & 480

Volume: 11505 & 11979

LP/PS: PS701533F & PS645320J

NATURE OF BUILDING WORKS

Proposed Multi-Unit Residential Development (114 No.) - Stage 7: Construction of 8 Dwellings - Block H (57 - 64)

BUILDING PERMIT DETAILS

Building Permit number: BS-L38638/2669757528000

Version of NCC applicable to the Building Permit: 2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a1	Ground & First Floors - All parts as per approved plans	1.5kPa
BCA Class	Building Part	Allowable Live Load
10a	All Part as per approved plans	1.5kPa

SUITABILITY OF OCCUPATION

The buildings to which this permit applies are suitable for occupation. [Lots 57 - 64]

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

- It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and self-closing mechanical exhaust vents) are maintained in accordance with the endorsed drawings.
- It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring
- Only working smoke alarms save lives. It is the home owner's responsibility to ensure that smoke alarms are maintained in accordance with AS 3786.

PERMIT NUMBER

2669757528000

PERMIT DATE

05/05/2021

MANDATORY INSPECTION RECORDS

Inspection Type	Approved Date
Re-Prior to placing a footing [Bored Piers] [Lots 57-64]	05/08/2020
Prior to placing a footing [Dwelling & Garage] [Lots 63 & 64]	02/09/2020
Prior to pouring in-situ reinforced concrete [Dwelling & Garage] [Lots 63 & 64]	07/09/2020
Prior to placing a footing [Dwelling & Garage] [Lots 60-62]	08/09/2020
Prior to pouring in-situ reinforced concrete [Lots 60-62]	10/09/2020
Prior to placing a footing [Dwelling & Garage] [Lots 57-59]	10/09/2020
Prior to pouring in-situ reinforced concrete [Lots 57-59]	16/09/2020
Completion of re-framework [Ground Floor Bracing & Bottom Plate Overhang - Dwelling & Garage] [Lots 57-64]	16/10/2020
Completion of framework [Lots 57-60]	03/12/2020
Completion of framework [Lots 61-64]	04/12/2020
Final, upon completion of all building work [Dwelling & Garage] [Lots 57-64]	30/04/2021

PERFORMANCE SOLUTION

- An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part 1.2.2 (vi) of the National Construction Code of Australia Vol. 2
- An alternative solution was used to determine compliance with the following Performance Requirements of the National Construction Code that relates to this project as set out below:
 - To allow provision for the use of a Non Deemed-To-Satisfy Wall Cladding System based on approval under Part 1.2.2(a)(i) to (vi) of the National Construction Code of Australia Vol. 2. Performance provision P2.2.2 has been satisfied via independent testing as allowed by Part 1.2.2 of the National Construction Code of Australia Vol. 2

Office 15.01, Level 15, 401 Docklands Drive, Docklands, VIC, 3008
t 0867 0333 e permits@arbkbuildingsurveyors.com.au w arkbbuildingsurveyors.com.au abn 48 135 414 587



BUILDING PERMITS & INSPECTIONS

RELEVANT BUILDING SURVEYOR

Name: Romeo Georgiev

Address: Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008

Email: permits@arkbuildingsurveyors.com.au

Building practitioner registration no.: BS-L38638

Occupancy Permit no.: 2669757528000

Date of issue: 05/05/2021

Signature:



Office 15.01, Level 15, 401 Docklands Drive, Docklands, VIC, 3008
t 9627 0333 e permits@arkbuildingsurveyors.com.au w arkbuildingsurveyors.com.au abn 48 135 414 527



BUILDING PERMITS & INSPECTIONS

INFORMATION ONLY

PERMIT NUMBER: 716969
(Amendment)



City of Whittlesea
PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

60A EASTSTONE AVENUE WOLLERT
LOT: A PS: 645320J

THE PERMIT ALLOWS:

CONSTRUCTION OF 114 DWELLINGS IN ACCORDANCE WITH THE ENDORSED
PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments

- 1 Prior to the endorsement of the plans, or at such later date as the Responsible Authority may approve in writing, there shall be lodged with the Responsible Authority an amount of \$22,800 as security deposit for the satisfactory completion and maintenance of the landscaping works hereby permitted.

Upon completion of the landscaping works to the satisfaction of the Responsible Authority, the Responsible Authority will refund the security deposit to the then owner of the subject land.

Amended Plans

- 2 Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with Plan Set dated 20.02.2018 prepared by SJB, but amended to show the following to the satisfaction of the Responsible Authority:

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:

A handwritten signature in black ink, appearing to be 'L. J. D.', written over a horizontal line.

716969

- (a) Any alterations necessary to comply with the Functional Layout Plan(s) required by Condition 3,
- (b) Public and private road treatments. Any private roads that intersect a public road must provide access via a vehicle crossing.
- (c) Details of all fencing visible from public spaces.
- (d) Pedestrian crossings for east-west paths.
- (e) Bollards (or other similar means) to restrict use of the paper road abutting Dwellings 1 to 17.
- (f) Provide a gate to the rear entrance of dwellings which are enclosed by a garage on either side. The gate is to be recessed into the passage between garages approximately 500mm.
- (g) Façade details and treatments for all end dwellings (1, 9, 10, 17, 18, 26, 27, 37, 43, 48, 49, 56, 57, 64, 65, 72, 73, 82, 83, 93, 94, 104, 105 & 114), including a variation of materials and colour, and windows.
- (h) Setback all elements of dwellings 34, 35 & 36 a further 1m from the new public road.
- (i) The north-south, centrally located pedestrian path to have a pedestrian crossing on both sides of the east-west portion of the public road.
- (j) A revised landscape plan reflecting the above change and detailing all plants (species, location and number).
- (k) A minimum area of 6m² of storage for each dwelling in accordance with Standard B30 of the Whittlesea Planning Scheme.
- (l) All garages/carports of the dwellings and visitor parking spaces must be clearly dimensioned on the layout plan and provided in accordance with the design standards set out in Clause 52.06.
- (m) Deleted.
- (n) Deleted.

Functional Layout Plans

- 3 Before the development starts and approval of construction plans (engineering plans), a functional layout plan, generally in accordance with plans endorsed pursuant to Condition 2 to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority. When approved, the functional layout plan will be endorsed and will then form part of the permit. Three copies of the functional layout plan must be drawn at a scale of 1:500 to acceptable drafting standards and an electronic copy (PDF) must be provided. The functional layout plan must show:

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- (a) Full dimensions of the proposed new public roads, the reconstruction of the pedestrian/cycle paths, including typical cross-sections for the new roads, in accordance with Council's Guidelines for Urban Developments including widths of road reservation and pathways, dimensioning individual elements, services offsets, topography and existing features (including contours) and any other spatial requirements.
- (b) A table of offsets for all utility services and street trees.
- (c) Location and alignment of kerbs; indented parking spaces, footpaths, shared paths and traffic controls
- (d) the proposed minor drainage network and any land required for maintenance access;
- (e) the major drainage system, including any watercourse, lake, wetland, silt pond and/or piped elements showing preliminary sizing;
- (f) overland flow paths (100 year ARI) to indicate how excess runoff will safely be conveyed to its destination;
- (g) drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance;
- (h) traffic management plan showing sufficient notional (unmarked) on-street car parking spaces, at the rate of one space per lot, traffic control devices and large vehicle turning overlays demonstrating that the road network is designed for a 12.5m design service vehicle in accordance with AustRoads Design Vehicle and turning path templates;
- (i) The design of a 16m wide central public road between Edgars Rd and the road adjacent to the Edgars Creek Reserve and a 14.5m wide road adjacent to the Edgars Creek Reserve north of the central public road to the satisfaction of Council.
- (j) The design of left in/left out access locations to Edgars Road for the 16-metre-wide central road and 14.5-metre-wide perimeter road to the satisfaction of the Responsible Authority. Any re-work of the existing road reservation should also be demonstrated on the plan.

Engineering Plans

- 4 Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- 5 Pursuant to sections 15 and 17(1) (b) of the Subdivision Act 1988, the applicant must submit engineering plans including specifications for works required under this permit to the Responsible Authority for approval. The engineering plans submitted for approval must be to the satisfaction of the Responsible Authority and must incorporate details of all public works within and outside the subdivision as required by this permit.

If the subdivision is to be staged, engineering plans for each stage must be generally in accordance with the approved functional layout plans for each stage.


Civil Works Plans

- 5.1 Works must be provided, in accordance with civil works plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any works associated with the subdivision commence, detailed civil works plans for the relevant stage of works to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The civil works plans will not be considered until the functional layout plan(s) for the relevant stage has been approved by the responsible authority and landscape works plans submitted, the plan of subdivision has been lodged for certification with the Responsible Authority and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the civil works plans will be endorsed and will then form part of the permit. The civil works plans must be drawn to scale with dimensions and three copies must be provided.

The civil works plans must include:

- (a) all necessary computations and supporting documentation, including a Certificate of Compliance (design) for any structure, traffic data, road safety audit and geotechnical investigation report,
- (b) all details of works consistent with the approved functional layout plan, submitted landscape plan and lodged plan of subdivision,
- (c) design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt,
- (d) provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan,
- (e) provision of public lighting and underground electricity supply within all streets,
- (f) traffic control measures, if required
- (g) provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers,

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority: 

- (h) provision of footpaths in all streets and reserves and between the subject land and the nearest other existing subdivision in accordance with the approved functional layout plan,
- (i) shared paths in accordance with the approved Development Plan within streets and reserves,
- (j) provision of underground easement drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot,
- (k) the location and provision of vehicle exclusion mechanisms abutting reserves,
- (l) details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves,
- (m) permanent survey marks,
- (n) unless an alternative empty conduit network is being installed that is suitable for fibre optic infrastructure and the applicant has evidence of an access agreement between the carrier putting in the conduit and the National Broadband Network Company, the provision of conduits, including pits and ancillary works for optical fibre telecommunications services or any equivalent alternative approved by the Responsible Authority and the conduit shall be designed in accordance with clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001,
- (o) the relocation underground of all existing aerial services, including electricity and telecommunications assets, within streets abutting the subdivision,
- (p) a separate signage and line marking plan identifying the road layout, proposed signs, line marking, RRPMS and a sign schedule.

Landscape Works Plans

5.2 Prior to the approval of civil works plans for each stage, a draft landscape works plan for that stage must be submitted to the Responsible Authority for comparison against the civil works plans. Once approved to the satisfaction of the Responsible Authority, the landscape works plan will be endorsed and will then form part of the permit. The landscape works plan must be drawn to scale with dimensions and three copies of the final plan must be provided. The landscape works plan must show:

- (a) the removal of all existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds;

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- (b) all proposed street-tree planting using semi - advanced trees; with maximum container size of 45 litres or equivalent (larger sizes will incur additional establishment and extended maintenance obligations);
- (c) earth shaping including the supply and spread of sufficient topsoil and sub soil if required on the proposed areas of open space to provide a stable, free draining surface and hydro-seeding of proposed grass areas (including within the drainage reserve if applicable);
- (d) mechanisms for the exclusion of vehicles,
- (e) all proposed open space and streetscape embellishments such as installation of pathways, park lighting, garden beds, seating, shelters, picnic facilities, boardwalks, tree planting, signage, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies (including within the drainage reserve if applicable);
- (f) hazard reduction pruning of trees to be retained, to the satisfaction of the responsible authority.
- (g) Where sufficient detail is shown on the endorsed landscape masterplan, to the satisfaction of the Responsible Authority, stage landscape plans may not be required.

Site Management

- 6 Before the development starts, including works required by other authorities, three copies of a site management plan must be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must:
- (a) Nominate any staging of the development and means of satisfactory separation of any stage or stages once completed with any subsequent or incomplete stage or stages.
 - (b) Nominated the means of ensuring sediment runoff does not enter the waterway to the west of the site.
 - (c) Include separate parts describing relevant matters of traffic management and delivery times and methods.
 - (d) Include proposed location of car parking for construction workers' private vehicles if they are not to be parked on site.
 - (e) Include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while any works are in progress.

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- (f) Include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with building and works on the land to the satisfaction of the Responsible Authority.

The developer must keep the Responsible Authority informed in writing of any changes to the Site Management Plan. If in the opinion of the Responsible Authority the changes represent a significant departure from the approved Site Management Plan then an amended Site Management Plan must be submitted to and approved by the Responsible Authority. The approved measures must be carried out and completed to the satisfaction of the Responsible Authority.

- 7 Discharge of stormwater from the land will be required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging into an approved outlet in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water shall be discharged from any pipe or paved area onto the surface of any adjacent land.
- 8 At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
- 9 Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.

No Alteration of Plans

- 10 The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.

ROADS

Statement of compliance with deferment of engineering works

- 11 Prior to the issue of a Statement of Compliance for any stage or by such later date as is approved by the responsible authority in writing, the applicant may seek, to the satisfaction of the Responsible Authority, the issue of the Statement of Compliance but with deferment of completion of specified civil construction works shown on the endorsed construction plans and all or part of landscape construction works shown on the endorsed plans, provided the following requirements have been met:

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



Civil Works

- 11.1 all relevant referral authorities have consented to the issue of a Statement of Compliance,
- 11.2 civil construction works have been completed except for the wearing course asphalt works, the landscaping component of the works and any other minor works as agreed with the responsible authority,
- 11.3 an amount equivalent to 150% the agreed estimated cost of outstanding civil construction works will be required by the responsible authority as security deposit,
- 11.4 a works program is provided setting out the proposed timing of all outstanding construction works,
- 11.5 a site safety plan that ensures continuous public safety measures are maintained until completion of the deferred works.

Upon completion of the deferred civil construction works the applicant must notify the responsible authority to enable its inspection. If the works have been completed to its satisfaction, the Responsible Authority must refund fully the security deposit.

Landscape Works

- 11.6 An amount equivalent to 150% of the agreed estimated cost of outstanding streetscape / landscape construction plus an agreed amount for the maintenance works will be required by the Responsible Authority as security deposit.
- 11.7 A works program is provided setting out the proposed timing of all outstanding landscape construction works. Works must commence within 12 months of issue of Statement of Compliance for the given stage of the subdivision and must be completed prior to occupancy of any new dwelling within the given stage.
- 11.8 Upon completion of the deferred landscaping construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the deferred landscaping, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period. If the works have been completed to its satisfaction, the responsible authority must refund fully the security deposit.

CONDITIONS TO BE SATISFIED FOLLOWING CONSTRUCTION WORKS

Notification of commencement of street tree planting and landscaping works

- 12 The developer must notify the Responsible Authority a minimum of 7 days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken. At this time, the developer must provide written advice to Council from a suitably qualified and experienced arborist confirming

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



that the tree stock to be installed within the stage has been inspected and is healthy, free of root girding, fit for purpose and meets all standards and benchmarks contained within AS 2303:2005 – Tree Stock for Landscape Use.

Completion of landscape works

- 13 Before occupation of the development commences or by such later date as is approved by the Responsible Authority in writing, the landscape works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority. Upon completion of the landscape construction works, the applicant must notify the Responsible Authority to enable its inspection. Subject to satisfactory completion of the landscaping in accordance with the endorsed plan, a Certificate of Practical Completion for landscaping will be issued, triggering the commencement of the maintenance period.

Landscape Maintenance

- 14 All landscaping (except for grass in nature strips of streets abutting private property) shown on the approved stage landscape plans, must be maintained to the satisfaction of the responsible authority for a minimum period of 18 months ending on 31 May of the given year from the date of issue of a Certificate of Practical Completion of landscaping, including that any dead, diseased or damaged plants are to be replaced, bare areas of grass are re-established, mulched surfaces reinstated, damaged or faulty infrastructure repaired or replaced etc. Rectification works must not be deferred until the completion of the maintenance period.
- 15 To ensure all assets as identified in the approved stage landscape plans are retained in a safe and functional state and to prolong functional life of the asset, landscape works shall be maintained in accordance with Council's Minimum Landscape Maintenance Specification of Services and Works (May 2010).
- 16 Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the responsible authority to undertake an inspection prior to the issue of the Certificate of Final Completion.

As Constructed Engineering Plans

- 17 City of Whittlesea requires As Constructed data from Consultants/Developers for newly built assets as per A-Spec (specifications to maintain Asset Registers).
Asset information must be projected to GDA84 in digital format to include D-Spec (drainage data), R-Spec (road data) and O-Spec (open space data) as per "A-Spec" specifications.

Civil Works

- 18.1 Prior to Council's consent to Practical Completion, the following must be submitted to the satisfaction of the Responsible Authority:

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- (a) a complete set of 'as constructed plans' of site works (amended if necessary to show any changes that may have occurred during construction), which include Civil, electrical and telecommunication works, in digital file format AutoCAD (recent version) and PDF. The digital files must have a naming convention (Subdivision name_Stage) to enable identification of Council assets listed and should be projected to GDA94-MGA Zone 55.
- (b) a list of asset quantities which include the following Council assets:
- i total length of Roads, Footpath, Kerb and Channel,
 - ii total number of Bridges, WSUD features, Traffic calming devices,
 - iii total length of pipe and number of pits for Drainage and Telecommunications,
 - iv total number of streetlights, and
 - v Total number of road reserve assets.
- (c) asset information must include D-Spec (drainage data) and R-Spec (road data) as per "A-Spec" specifications (the Consultant/Developer Specifications for the delivery of digital data to Local Governments) in ESRI Shape Files (preferred format) or MapInfo with attributions. All GIS and CAD data submitted must be in Map Grid Australia Zone 55 projection and referenced to Geocentric Datum of Australia (GDA) 1994.

Please refer to website for detailed A-Spec Standards:

<http://www.a-specstandards.com.au/>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

Landscape Works

18.2 Within 21 days of the issue of Certificate of Practical Completion for landscaping, the following "As Constructed" drawings and digital information must be submitted to Council by the Developer/Consultant:

- (a) Landscape Architectural Drawings in the following format:
- i One (1x) PDF images of "As-Constructed" plans, and
 - ii One (1x) DXF (preferred format) or DWG files (recent version) including attribution, at 1:1 scale, on MGA94 Zone 55 Grid Coordinates, stored on compact disk(s) or sent by email (preferred).
- (b) b "As Constructed detail" of the works as digital data for the Open Space assets information component of the subdivision, in accordance with the current version of O-SPEC. The preferred format is:

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- iii GIS Format (refer to O-SPEC for further information). – ESRI Shape files (preferred format) with attributions.
- iv Horizontal Datum – GDA94 on MGA94 Zone 55 Grid Co-ordinates
Vertical Datum – AHD.
- v Referenced to existing PSM Survey marks where available.

Please refer to the following website for detailed O-Spec Standards:

<http://www.a-specstandards.com.au/o-spec>

Bonds will not be released until such time the drawings are delivered in the correct format to Council.

Prior to the Occupation of any dwelling

- 19 Occupation of any dwelling approved under this permit must not commence until the development is subdivided and the new public road as shown on the endorsed plans is transferred to Council in accordance with Section 24 of the Subdivision Act 1988 or as otherwise agreed by the Responsible Authority. Prior to being transferred, the new road must be fully constructed to the requirements and satisfaction of the Responsible Authority in accordance with this permit.
- 20 Occupation of any dwelling approved under this permit must not commence until, landscaping works shown on the endorsed plan must be completed. All landscaping works must then be maintained to the satisfaction of the Responsible Authority.
- 21 Occupation of any dwelling approved under this permit must not commence until, the car parking areas and access ways must be drained, and fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.
- 22 Occupation of any dwelling approved under this permit must not commence until, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.
- 23 Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority must be provided for each dwelling.

Waste Management

- 24 All dwellings are to be provided with private waste collection in accordance with the endorsed Waste Management Plan. The Waste Management Plan must not be amended without prior written consent of the Responsible Authority.

General Conditions

- 25 Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Date issued: 7 May 2018
Date amended: 10 July 2018
Date amended: 6 August 2018

Signature for the
Responsible Authority:



- 26 The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
- 27 Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Expiry of Permit

- 28 This permit will expire if:
- (a) the approved development does not start within three years of the date of this permit; or
 - (b) the approved development is not completed within five years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within six months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

Property Numbering

Please note that property addresses and numbering is allocated by Council. This is usually formalised at the time of the subdivision, however it is Council's intention to number the proposed dwellings when plans are endorsed under this permit.

This Permit has been amended as follows:

Date of Amendment	Description of Amendment
10 July 2018	Deletion of the deceleration/left-hand turn lane from Edgars Road, requiring the following: <ul style="list-style-type: none"> - Deletion of Condition 2(m); - Rewording of Condition 3(j); - Addition of Condition 2 (n).
6 August 2018	Condition 2 (n) be deleted

Date issued: 7 May 2018
 Date amended: 10 July 2018
 Date amended: 6 August 2018

Signature for the Responsible Authority:



IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- The Responsible Authority has issued an amended permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
 - the development or at any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a Plan of Subdivision or Consolidation under the *Subdivisions Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or Consolidation under the *Subdivision Act 1988*.
2. A permit for the land expires if –
 - the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
 - the use is discontinued for a period of two years.
4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

Due Diligence Checklist

What you need to know before buying a residential property

Before buying a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting consumer.vic.gov.au/duediligencechecklist.

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 on or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



SALLY NICOLAZZO & ASSOCIATES

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