

DATED

2026

**INDERPAL SINGH AND RUPINDER KAUR**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 15 Tourmaline Drive, Epping VIC 3076**

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: JG:ARUN.B:14251

# CONTRACT OF SALE OF REAL ESTATE

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**Address:** 15 TOURMALINE DRIVE, EPPING VIC 3076

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

The terms of this contract are contained in the:

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

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

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

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

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** .....

..... on ...../..... /2026

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

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

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

## SIGNED BY THE VENDOR

..... on ...../..... /2026

Print name of person signing **Inderpal Singh and RUPINDER KAUR**

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

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT****Harcourts Rata & Co**

337-339 Settlement Road, Thomastown VIC 3074

Tel: 03 9465 7766

Fax:

Ref: Nicole Jahne

Email: sold@rataandco.com.au

**VENDOR****Inderpal Singh and RUPINDER KAUR**

of:

**VENDOR'S CONVEYANCER  
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref:

Email: arun@instantconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER  
OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

**PROPERTY ADDRESS**

The address of the property is

15 Tourmaline Drive, Epping VIC 3076

**LAND** (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11202 Folio 441	1441	PS 623208B
Volume Folio		

OR

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

The land includes all improvements and fixtures.

**GOODS SOLD WITH THE LAND**

All fittings and fixtures of a permanent nature as inspected

(General Condition 2.2(f))

(List or attach a Schedule)

**PAYMENT**

(General Condition 10)

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement

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**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 ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23:

**LOAN**

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

**BUILDING REPORT**

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

**PEST REPORT**

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

**SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

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

#### 2. Vendor warranties

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

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
  - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
  - (a) 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
  - (a) that -
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- (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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

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

## 11. Payment

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

- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 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 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

## 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 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 a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a

farming business is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

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

#### 15. Adjustments

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

### TRANSACTIONAL

#### 16. Time

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

#### 17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 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 authorized for service on or by a legal practitioner.
- (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.

## SPECIAL CONDITIONS

### 1. Electronic Conveyancing

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

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

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

1.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonable practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

1.9 The purchaser must before settlement:

- (a) ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b) ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c) ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d) be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of

the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.

(e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

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

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

## **3 Jointly and Severally**

3.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.

3.2 Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

## **4 Whole Agreement**

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

## **5 Acceptance of Title**

General Condition 12.4 is added:

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

## **6 Adjustments**

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

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 Vendors conveyancer.

## **7 Notices**

General Condition 21 is replaced with the following:

### **21.NOTICES**

21.2 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.

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

The Purchaser's representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

## **9 Identity of Land**

- (a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).
- (b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

## **10 Condition of Property and Chattels**

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

## **11 Representation and Warranty**

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

## **12 Planning**

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

## **13 Default Interest**

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

## **14 Cancellation and Re-Scheduling of Settlement**

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

## **15 Settlement Cheques**

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

## 16 Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

## 17 Director's Guarantee and Warranty

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

## 18 Foreign Acquisition

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

## 19 Auction

(a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## 20 Foreign Resident Capital Gains Withholding;

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

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

20.3 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 The purchaser must:

- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligation in the special condition; and
- (b) Ensure that the representative does so.

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

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

- (c) Otherwise comply, or ensure compliance with, this special condition; despite
- (d) Any contrary instructions, other than from both the purchaser and the vendor; and
- (e) Any other provision in this contract to the contrary.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and

- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;

20.8 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 date of settlement.

20.9 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 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

## **21 GST Withholding Payments and Notifications**

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

## **22 Release of Security General Condition 8**

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

### 23. Finance Clause

23.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

23.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

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

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

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

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

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

this ..... day of ..... 2026

SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )

**Sale of Land Regulations 2005**

**GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
  2. The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
- 

INFORMATION ONLY

## Schedule 5

### Regulation 6

#### Information concerning the conduct of public auctions of land

#### Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

#### Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

#### Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

#### What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

#### Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

#### Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

#### Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

INFORMATION ONLY

# 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.

<b>Land</b>	15 TOURMALINE DRIVE, EPPING VIC 3076
-------------	--------------------------------------

Vendor's name	Inderpal Singh	Date	/ /
Vendor's signature	_____		
Vendor's name	RUPINDER KAUR	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)  Their total does not exceed: \$5,000.00

## 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

\$0.00	To	
--------	----	--

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

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

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

# 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 document/s

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

Not Applicable

### 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 within the meaning of 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:

Not Applicable

### 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):

Not Applicable

## 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.

Not Applicable

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

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

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 type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 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*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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)*

---

INFORMATION ONLY

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 2

VOLUME 11202 FOLIO 441

Security no : 124131167195Q  
Produced 07/01/2026 04:03 PM

**LAND DESCRIPTION**

Lot 1441 on Plan of Subdivision 623208B.  
PARENT TITLES :  
Volume 11188 Folio 618      Volume 11198 Folio 586  
Created by instrument PS623208B 17/05/2010

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
RUPINDER KAUR  
INDERPAL SINGH both of 2 BROOKEGLEN COURT EPPING VIC 3076  
AH375986V 21/07/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY779383D 14/01/2025  
MACQUARIE BANK LTD

COVENANT PS623208B 17/05/2010

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

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

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

**DIAGRAM LOCATION**

SEE PS623208B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 15 TOURMALINE DRIVE EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

NIL

eCT Control      18440T MSA NATIONAL  
Effective from 14/01/2025

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

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DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS623208B</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>07/01/2026 16:03</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION 3</b>	Plan Number <b>PS 623208B</b>
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<p>Location of Land Parish: WOLLERT Township: Section: 8 &amp; 9 Crown Allotment: - Crown Portion: 1 &amp; 4 (PARTS) Title References C/T Vol. 11188 Fol. 618 Vol. 11198 Fol. 586 Last Plan Reference: Lot R on PS 623200T Lot U on PS 626281Y Postal Address: HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076 MGA Co-ordinates: E 323 730 Zone 55 (Of approx. centre of plan) N 5 833 680</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../...../</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</li> </ol> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1, 2 & 3 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD

**Notations**

Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
<u>The other purpose of this plan:</u> 1. To remove part of Easement E-2 on PS 449515L by agreement.	This is a SPEAR plan.  Lots 1 to 1400 (both inclusive) have been omitted from this plan  Survey: This plan is based on survey in PS 608862E & PS 623200T  This survey has been connected to permanent mark no(s). 123 & 165 in Proclaimed Survey Area no. -

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

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

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

Sheet 2
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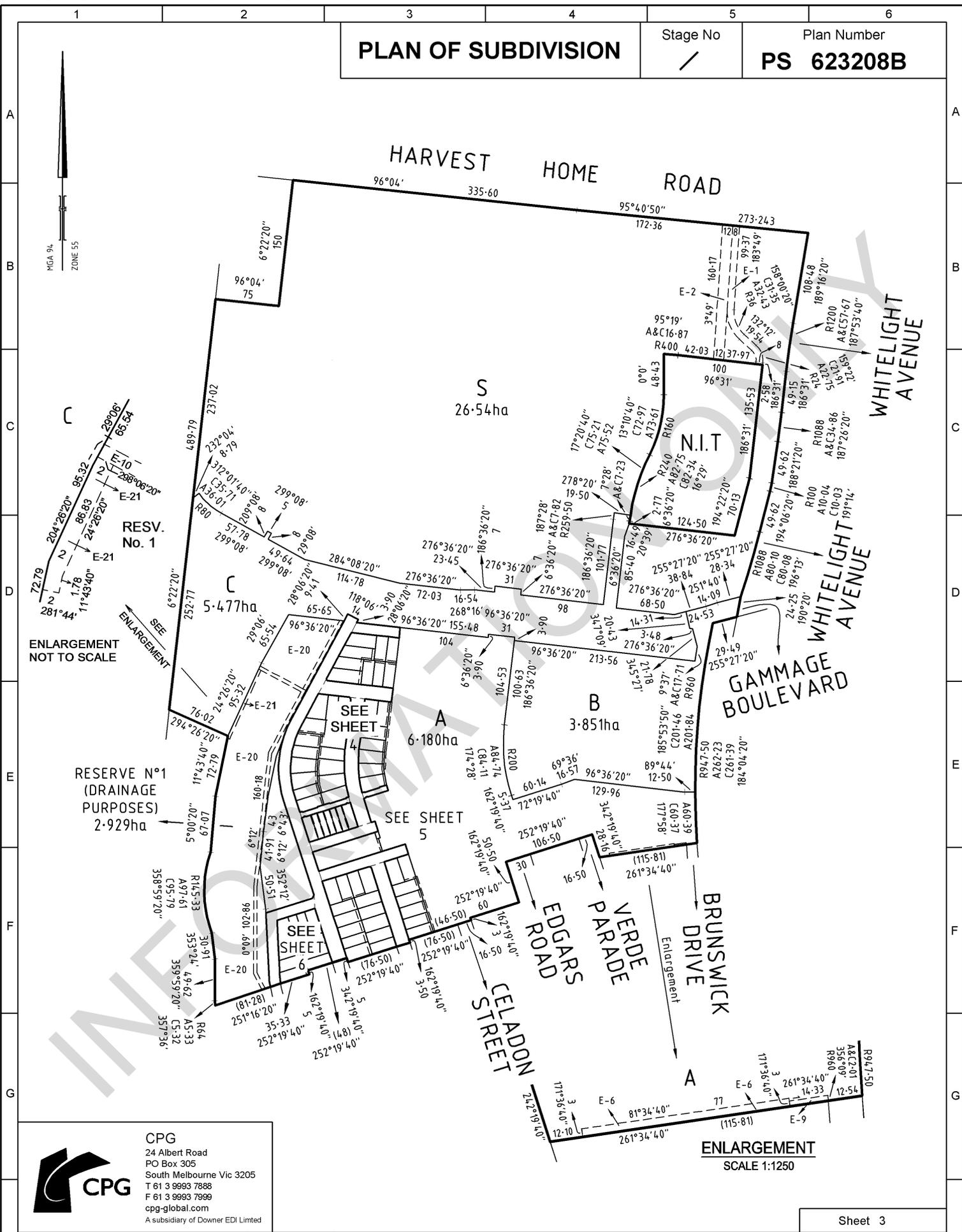
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Stage No

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Plan Number

## PS 623208B



ENLARGEMENT NOT TO SCALE

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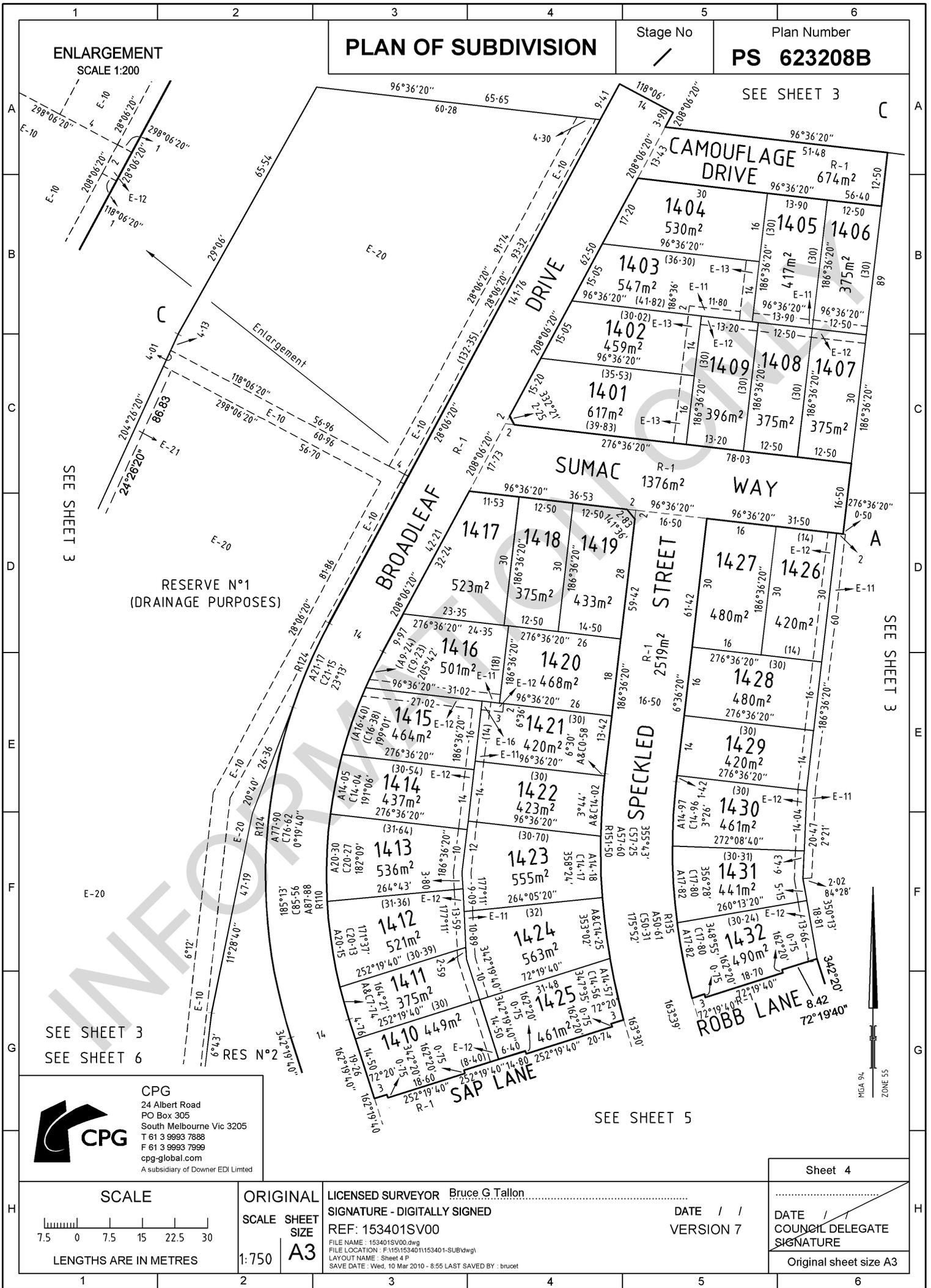
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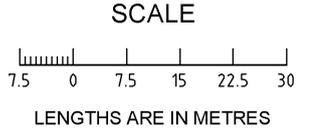
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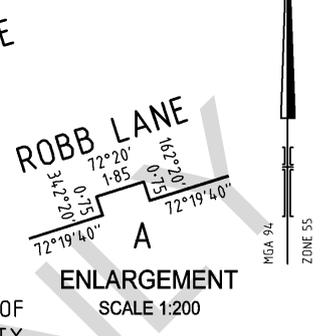
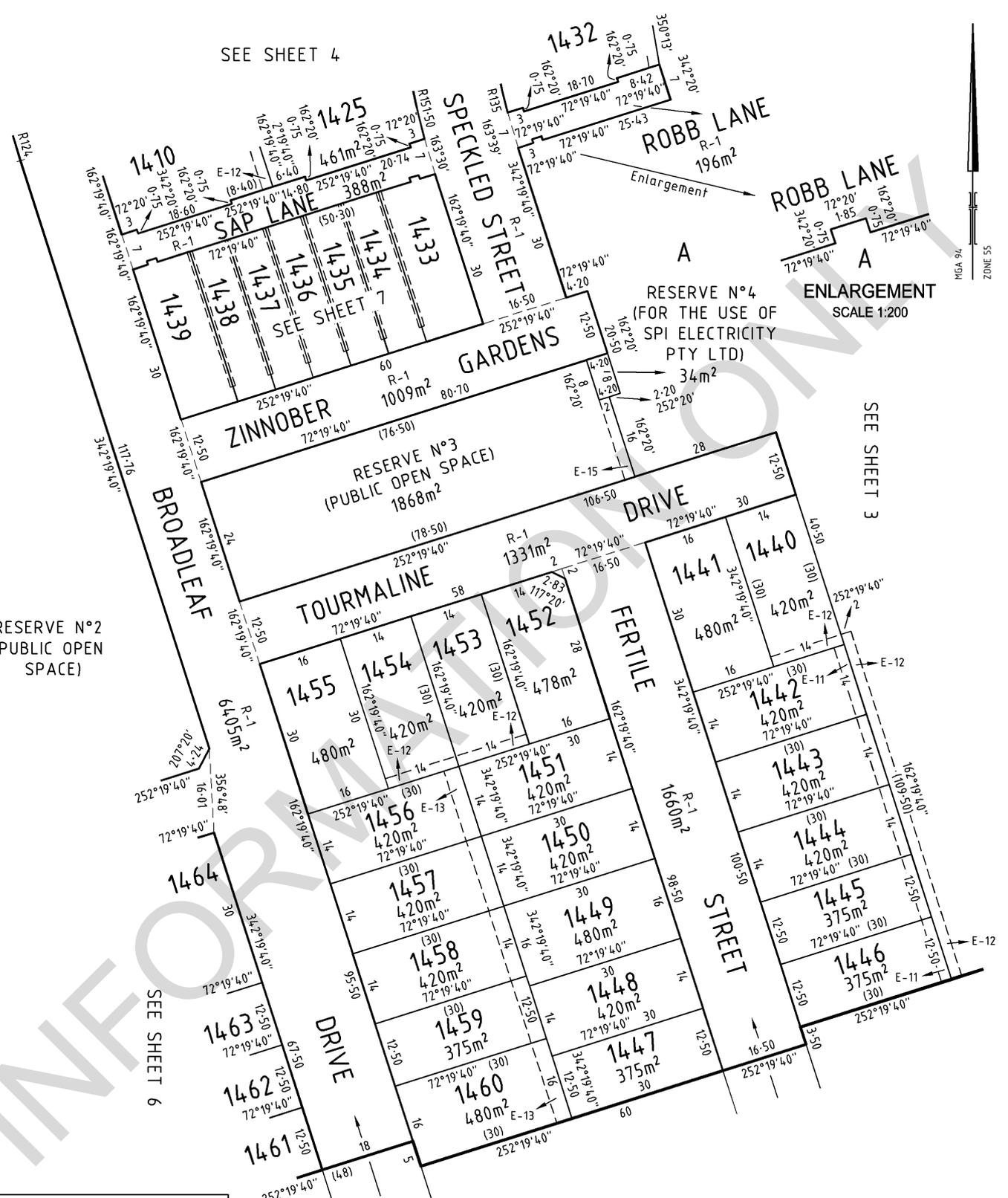
# PLAN OF SUBDIVISION

Stage No

Plan Number

## PS 623208B

SEE SHEET 4



RESERVE N°2  
(PUBLIC OPEN SPACE)

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

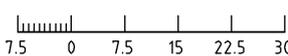
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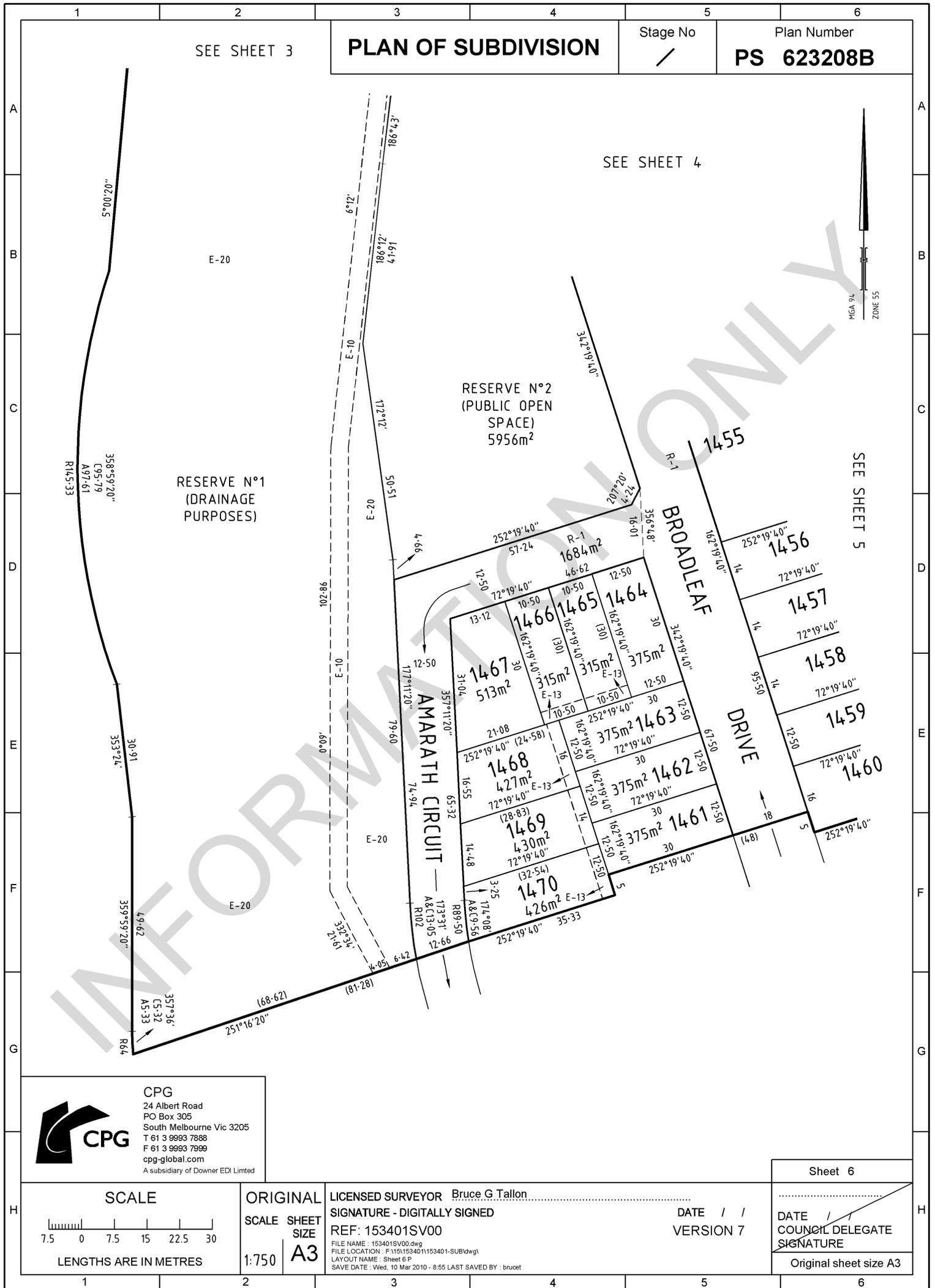
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# PLAN OF SUBDIVISION

Stage No



Plan Number

## PS 623208B

SEE SHEET 4

SEE SHEET 5

RESERVE N°1  
(DRAINAGE  
PURPOSES)

RESERVE N°2  
(PUBLIC OPEN  
SPACE)  
5956m<sup>2</sup>

BROADLEAF  
DRIVE

AMARATH  
CIRCUIT

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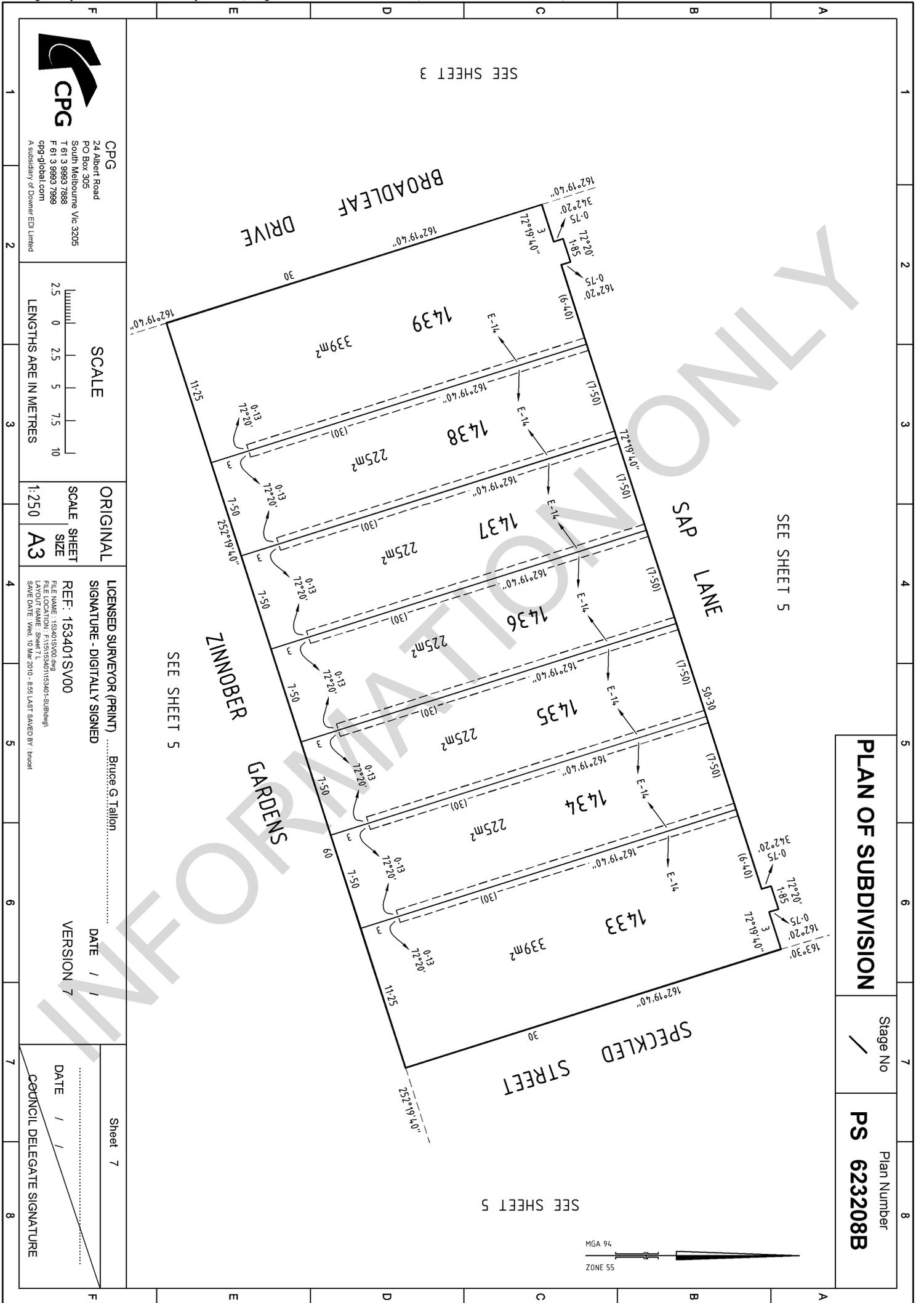
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SEE SHEET 5

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SEE SHEET 5



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**PLAN OF SUBDIVISION**

Stage No



Plan Number  
**PS 623208B**

MGA 94  
 ZONE 55

1	2	3	4	5	6	
<b>PLAN OF SUBDIVISION</b>			Stage No /	Plan Number <b>PS 623208B</b>		
<b>CREATION OF RESTRICTION</b>						
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED						
<b>TABLE OF LAND BURDENED AND LAND BENEFITED</b>						
BURDENED LOT NO.	BENEFITTED LOT NO.	BURDENED LOT NO.	BENEFITTED LOT NO.			
1401	1402, 1409	1446	1445			
1402	1401, 1403, 1409	1447	1448, 1460			
1403	1402, 1404, 1405, 1409	1448	1447, 1449, 1459, 1460			
1404	1403, 1405	1449	1448, 1450, 1458, 1459			
1405	1403, 1404, 1406, 1408, 1409	1450	1449, 1451, 1457			
1406	1405, 1407	1451	1450, 1452, 1453, 1456			
1407	1406, 1408	1452	1451, 1453			
1408	1405, 1407, 1409	1453	1451, 1452, 1454			
1409	1401, 1402, 1403, 1405, 1408	1454	1453, 1455, 1456			
1410	1411, 1425	1455	1454, 1456			
1411	1410, 1412, 1424	1456	1451, 1454, 1455, 1457			
1412	1411, 1413, 1423, 1424	1457	1450, 1456, 1458			
1413	1412, 1414, 1423	1458	1449, 1457, 1459			
1414	1413, 1415, 1422, 1423	1459	1448, 1449, 1458, 1460			
1415	1414, 1416, 1421, 1422	1460	1447, 1448, 1459			
1416	1415, 1417, 1418, 1420, 1421	1461	1462, 1469, 1470			
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1439	1438					
1440	1441, 1442					
1441	1440, 1442					
1442	1440, 1441, 1443					
1443	1442, 1444					
1444	1443, 1445					
1445	1444, 1446					
<b>DESCRIPTION OF RESTRICTION</b>						
<ol style="list-style-type: none"> <li>1. SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA STAGE DEVELOPMENT PLAN, SECTION C STAGE 14. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS DEALING NUMBER <b>AA1445</b></li> <li>2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.</li> <li>3. THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.</li> <li>4. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY VICURBAN PRIOR TO THE ISSUE OF THE BUILDING PERMIT.</li> <li>5. THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT</li> </ol>						
 <p>CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com A subsidiary of Downer EDI Limited</p>		<p>ORIGINAL LICENSED SURVEYOR <u>Bruce G Tallon</u></p> <p>SCALE SHEET SIZE <b>A3</b></p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 153401SV00</p> <p>FILE NAME : 153401SV00.dwg FILE LOCATION : F:\15\153401\153401-SUB\dwg\ LAYOUT NAME : Sheet 8 SAVE DATE : Wed, 10 Mar 2010 - 8:55 LAST SAVED BY : brucet</p>		<p>DATE / / VERSION 7</p>		<p>Sheet 8</p> <p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
1	2	3	4	5	6	

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



**City of  
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003005S

Plan Number: PS623208B

Council Name: Whittlesea City Council

Council Reference Number 1: 606819

Surveyor's Plan Version: 7

**Certification**

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

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

**Statement of Compliance**

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

**Public Open Space**

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes

Organisation: Whittlesea City Council

Date: 06/05/2010

Signed by: Annelise Hughes (Whittlesea City Council) 06/05/2010

SPEAR S003005S

Printed: 13/05/2010



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Form 18

Section 181

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

Planning and Environment Act 1987



Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:5227055

Customer Code: 1167E

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

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

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

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

2

**AF771740P**



Name of officer:

DAVID TURNBULL

Office held:

CEO

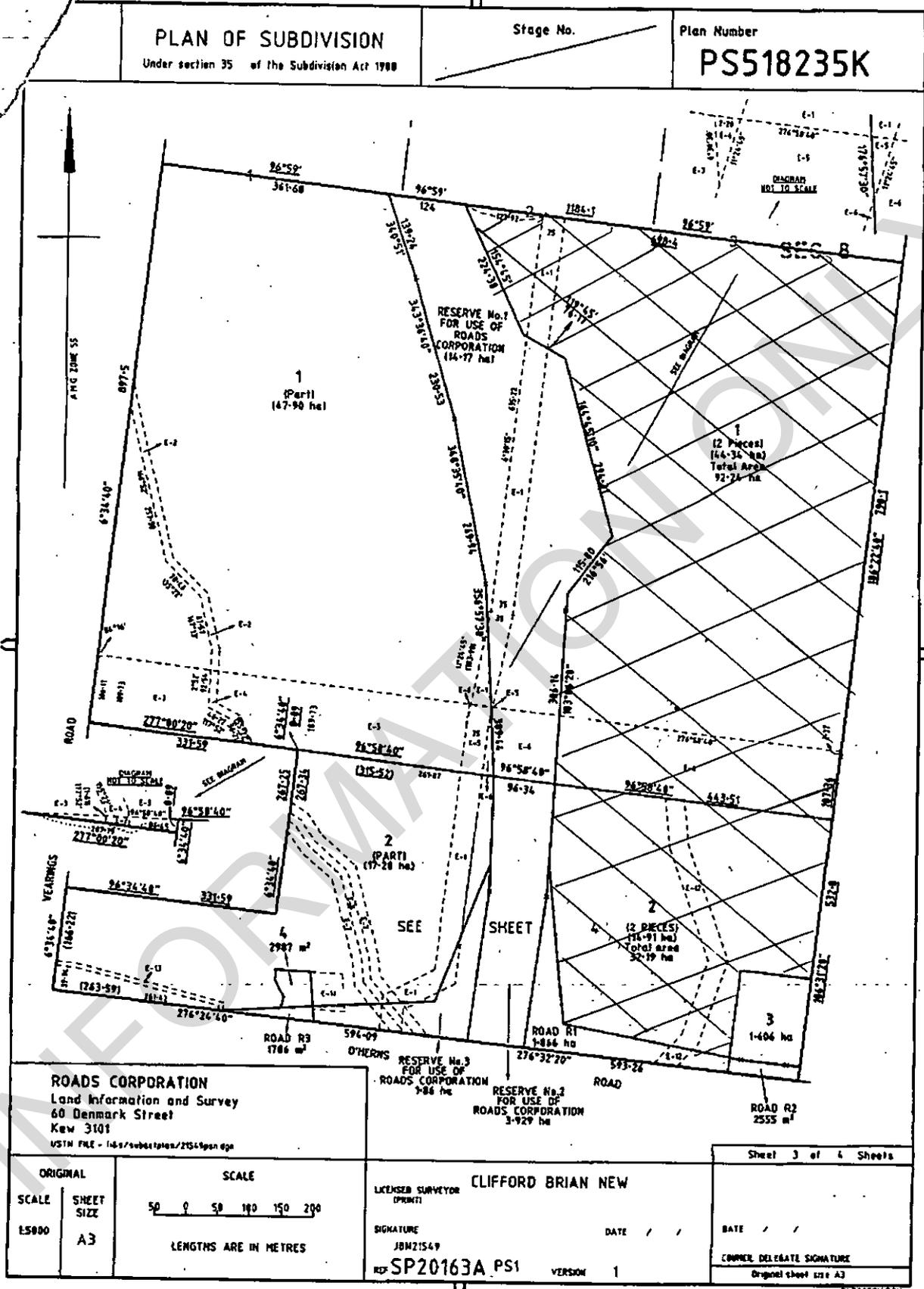
Date:

14/3/08

INFORMATION ONLY

"A"

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



**ROADS CORPORATION**  
Land Information and Survey  
60 Denmark Street  
Kew 3101  
VSTM FILE - 146170681408/2541808.dwg

**RESERVE No. 3 FOR USE OF ROADS CORPORATION**  
1.886 ha

**RESERVE No. 2 FOR USE OF ROADS CORPORATION**  
3.929 ha

**ROAD R2**  
2555 m²

ORIGINAL  
SCALE SHEET SIZE  
ES800 A3

SCALE  
50 0 50 100 150 200  
LENGTHS ARE IN METRES

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

SIGNATURE  
JBN21549

DATE / /

REP **SP20163A PS1** VERSION 1

Sheet 3 of 4 Sheets

DATE / /

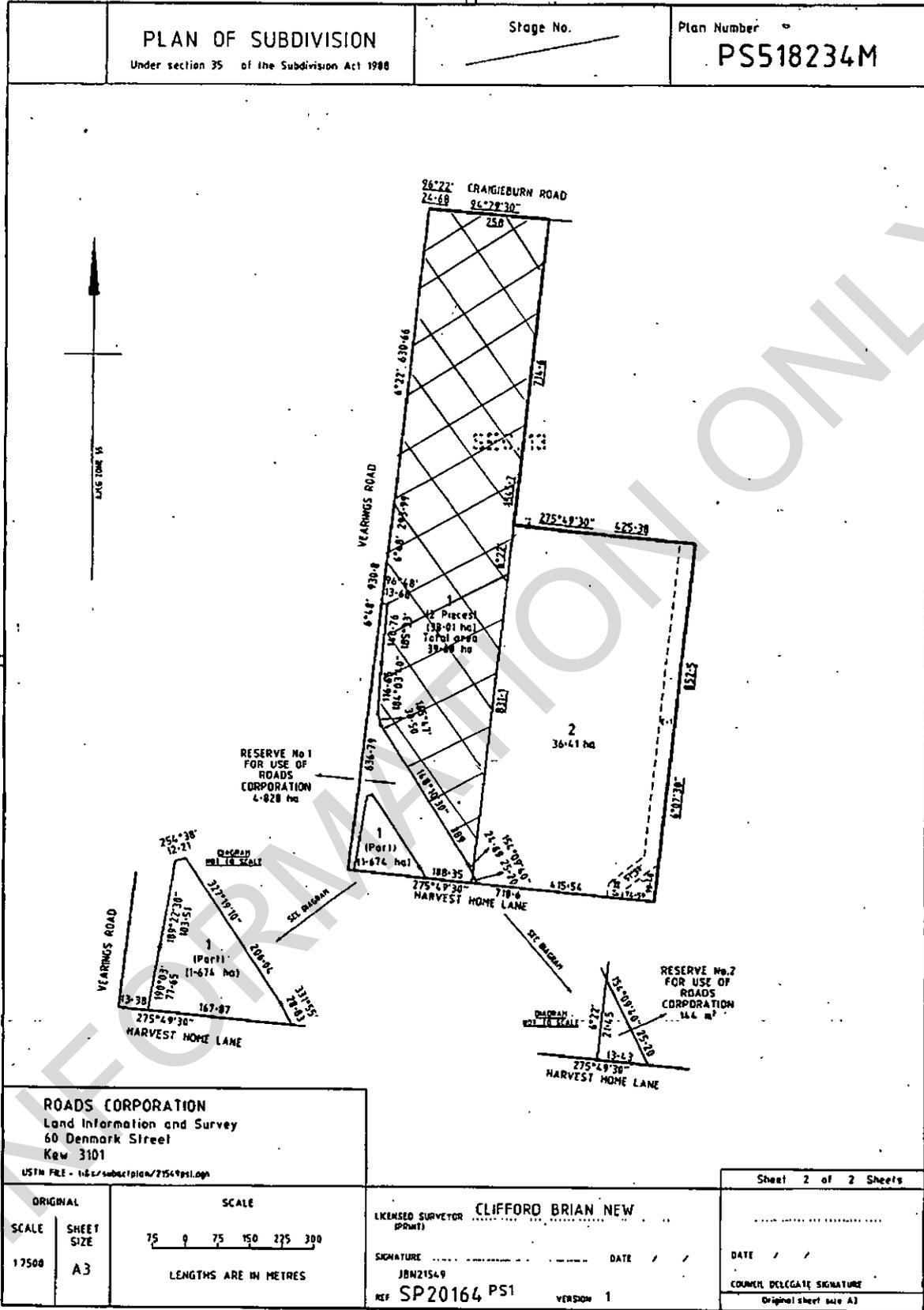
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

**AF771740P**

10/04/2008 \$187 173



"B"



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

"C"

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

**ENLARGEMENT**  
NOT TO SCALE

Coomes Consulting Group Pty Ltd  
contact@coomes.com.au coomes.com.au  
24 Albert Road PO Box 3205 South Melbourne Victoria 3205  
T 61 3 8983 7858 F 61 3 8982 7859

**coomes consulting**

**AF771740P**

10/04/2008 \$187

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**

1:10000    **A3**

LICENSED SURVEYOR (PRINT)    Gabrielle M McCarthy

SIGNATURE .....  
*Gabrielle M McCarthy*

DATE 21/5/2008

REF: 3604-24    VERSION 3

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

Sheet 1 of 1 Sheets

DATE / /  
COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3



**Maddocks**

Date **2 Nov** /2007

**AF771740P**



Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

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

**Subject Land: Aurora Estate**

**Purpose: Development Levies**

**Whittlesea City Council**

and

**Victorian Urban Development Authority**

ONLY

INFORMATION

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.



**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**

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

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

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

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

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

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

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



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

**6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS**

---

Council agrees that:

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



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

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

**7. FURTHER OBLIGATIONS OF THE OWNER**

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**7.1 Notice and Registration**

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

**7.2 Further actions**

The Owner further covenants and agrees that:

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

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

**7.3 Council's Costs to be Paid**

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

**8. AGREEMENT UNDER SECTION 173 OF THE ACT**

---

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

**9. OWNER'S WARRANTIES**

---

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



**10. SUCCESSORS IN TITLE**

---

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

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

**11. GENERAL MATTERS**

---

**11.1 Notices**

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

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

**11.2 Service of Notice**

A notice or other communication is deemed served:

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

**11.3 No Waiver**

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

**11.4 Severability**

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



### 11.5 No Fettering of Council's Powers

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

### 11.6 Penalty for late payment

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

### 11.7 Lower order infrastructure

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

## 12. GOODS AND SERVICES TAX

---

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

## 13. COMMENCEMENT OF AGREEMENT

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

## 14. ENDING OF AGREEMENT

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

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

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

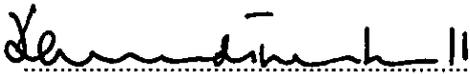
14.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.

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

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

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

)  
)  
)

  
.....

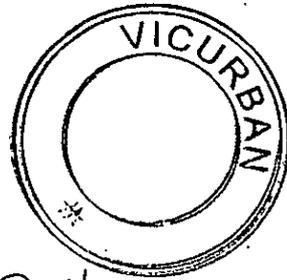
Chief Executive Officer

.....

Councillor

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

)  
)  
)



  
.....

Chief Executive Officer

  
.....

General Manager



**AF771740P**



# Schedule 1

## Certificates of Title comprising the Subject Land

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

Does not exist

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## Schedule 2

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### Lower Order Infrastructure Items

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

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

# Schedule 3

## Specifications for Non-Road Projects

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INFORMATION ONLY



**PROWSE QUANTITY SURVEYORS PTY LTD**

**AF771740P**



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

23 August 2007

Ref: 4605-06

Vicurban  
 Level 12, 700 Collins Street  
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

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

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

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

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

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

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

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-2-

Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully  
**PROWSE QUANTITY SURVEYORS PTY LTD**



VINCENT LAU



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

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

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

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

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

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

JOB 4605  
 DATE 23/08/2007

CLIENT: VicUrban

REF U/2

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

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

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

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

CLIENT: VicUrban

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

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

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

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

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

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

CLIENT: VicUrban

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

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

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

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

**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 FOOTBALL / CRICKET OVAL**  
 Pavilion Not Provided

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 - \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

**AF771740P**





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**



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Note - carparking on next page

INFORMATION ONLY



**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**





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

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

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

CLIENT: VicUrban

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

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

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

**AF771740P**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

**\$ 750,000**





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

**\$ 1,670,000**





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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**AF771740P**



**Annexure**

**Plan identifying the**

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

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

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

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

INFORMATION ONLY



# Imaged Document Cover Sheet

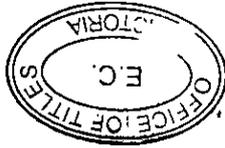
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Document Identification	<b>AF163878Y</b>
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FORM 18

AF163878Y



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

Planning and Environment Act 1987

Lodged by: BLAKE DAWSON WALDRON

Name:

Phone:

496P

Address:

Ref:

Customer Code:

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

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

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

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: DAVID TURNBULL

Date: 25 June 2007

INFORMATION ONLY

BLAKE DAWSON WALDRON

L A W Y E R S

**AF163878Y**



# Deed of Agreement

## Section 173 Agreement

**Whittlesea City Council**

**Melbourne Water Corporation**

**Victorian Urban Development Authority**

**Spiros Konas**

**Property: 365 Harvest Home Lane, Epping**

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

**RWJ JMAH 1318 7840**

**AF163878Y**



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**DEED OF AGREEMENT  
Section 173 Agreement**

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DATE *25 June 2007*

**PARTIES**

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

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

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

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

*12 700 Collins Street Docklands*

*D.B. W.A.S.K. &*

**RECITALS**

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

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

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

**Agreement** means this Deed of Agreement.

**Boundary** means the boundary between Lot A and Lot B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Plan** means proposed plan of subdivision 449515L.

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

**Scheme** means the Whittlesea Planning Scheme.

## 1.2 General Interpretation

In this Agreement, unless the context otherwise requires:

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

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

**1.3 Headings**

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

**2. CONFIRMATION OF RECITALS**

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

**3. COMMENCEMENT OF AGREEMENT**

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

**4. EFFECT OF THE AGREEMENT AND REGISTRATION**

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

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

**4.2 Covenants to Run with the Land**

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

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#### 4.3 Registration Memorandum

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

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

### 5. OWNERS' COVENANTS

#### 5.1 Development Notice

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

#### 5.2 Lot A Drainage Contribution

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

#### 5.3 Interest on Lot A Drainage Contribution

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

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

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

#### 5.4 Lot A Reticulated Sewer Connection

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

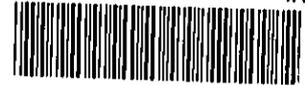
#### 5.5 Lot A Drainage Outfall Works

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

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

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

## 5.6 Mortgagee to be Bound

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

## 6. OWNERS' DEFAULT

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

## 7. SUCCESSORS IN TITLE

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

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

## 8. ENDING OF AGREEMENT

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

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

9. **PROGRESSIVE RELEASE FROM AGREEMENT**

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9.1 **Release of Owner of Lot B**

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

10. **COSTS**

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

11. **NO FETTERING OF POWERS**

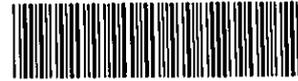
The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans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

12. **NOTICES**

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

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

**12.2 Service of Notice**

A notice or other communication is deemed served:

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

**13. NO WAIVER**

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

**14. SEVERABILITY**

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

**15. NOTICE OF AGREEMENT**

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

**EXECUTED** as a Deed

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

  
\_\_\_\_\_  
Councillor **CEO**

\_\_\_\_\_  
Name of Councillor  
**DAVID TURNBULL.**

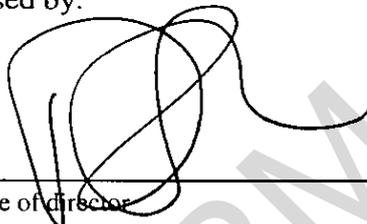
\_\_\_\_\_  
Mayor

**AF163878Y**



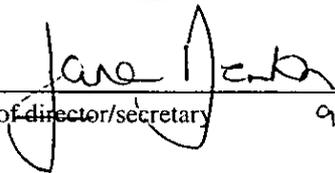
\_\_\_\_\_  
Name of Mayor

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

  
\_\_\_\_\_  
Signature of director

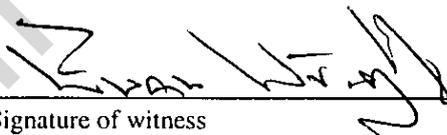
**Rob Skinner**  
\_\_\_\_\_  
Name of director



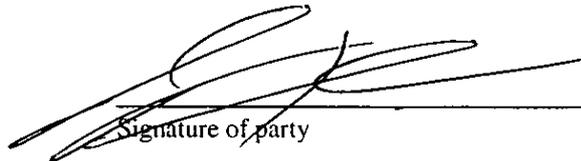
  
\_\_\_\_\_  
Signature of director/secretary **9.5.07**

**JANE DENTON**  
\_\_\_\_\_  
Name of director/secretary

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

  
\_\_\_\_\_  
Signature of witness

**Ewan Weir**  
\_\_\_\_\_  
Name

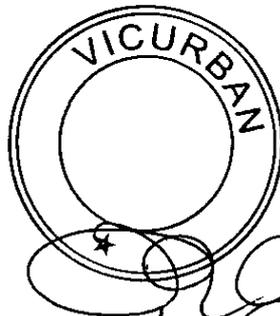
  
\_\_\_\_\_  
Signature of party

**365 HARVESTHOME LANE.**  
\_\_\_\_\_  
Usual address  
**LEPPING**

AF163878Y



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



[Signature]  
Signature

[Signature]  
Signature

Prudence Sanderson  
Name

MARK ALLAN  
Name

700 Collins St Docklands  
Usual address

700 COLLINS ST DOCKLANDS  
Usual address

Chief Executive Officer  
Position

GENERAL MANAGER PROJECT  
Position PLANNING + DESIGN

INFORMATION



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AA1445</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
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# MEMORANDUM OF COMMON PROVISIONS

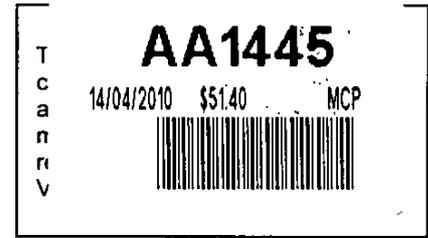
Section 91A Transfer of Land Act 1958

Lodged by:

Name: **MIDDLETONS**

Customer Code: 1255H

Reference: MMCK.APEP.JTL.10021340



This memorandum (containing 9 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

## PROVISIONS

### 1 Preliminary

Development plans (buildings and works) and plans of any proposed demolition of all or part of a building, for each lot must be endorsed by VicUrban as complying with this document and being consistent with the Aurora Building Envelope Plan, Stage 14 (BEP14) and the Aurora Design Controls for Stages 12 to 17 prior to a building permit being obtained. This includes VicUrban endorsement of any proposed changes to the façade of an existing building where such changes will be visible from streets or other public areas.

Where it is known that an additional planning permit or other approval is required for the proposal, VicUrban will only consider endorsing the plans after these permits or approvals have been obtained from the relevant authority.

Endorsement by VicUrban does not warrant, imply or in any way suggest that the endorsed development plans comply with the *Whittlesea Planning Scheme* (the Scheme) or the *Building Regulations 2006* (the Regulations) in force at the time of the endorsement. VicUrban advises the owner to submit the endorsed plans to Whittlesea City Council and / or a building surveyor for the issue of the necessary permit(s).

VicUrban may endorse a development which varies from the specific requirements of this document provided the general intent of this document is met. No such varied development shall be endorsed by VicUrban if it requires an additional planning permit or other approval from the responsible authority under the Scheme if that permit or other approval has not been granted.

### 2 Provisions

Plan of Subdivision PS 623208B includes a notice of restriction enabling approved building envelopes in accordance with regulation 402 in Part 4 of the Regulations.

Any building on lots 1401 to 1470 within Plan of Subdivision PS 623208B must be contained within the building envelopes shown on the attached building envelope plans and written notes contained therein. The building envelopes are part of Planning Permit 710934 (the Permit), issued by Whittlesea City Council on 26 August 2008, being created as a condition of that Permit.

Approval No. 15780810A

# MCP

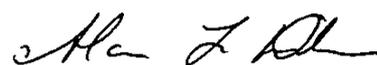
1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.

**THIS MEMORANDUM OF COMMON PROVISIONS IS RETAINED BY THE REGISTRAR OF TITLES PURSUANT TO SECTION 91(A) OF THE TRANSFER OF LAND ACT 1958**



Reliable Legal Precedents Pty Ltd

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 03 9602 2000

  
**ASSISTANT REGISTRAR OF TITLES**

DATE: 2010 14 APRIL 2010 .  
docs\_2737429v1 MMCK

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14/04/2010 \$51.40 MCP



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### **3 Text of restrictions**

The matters which are restricted by the approved building envelopes provide for siting and design parameters different from those contained in Part 4 in the Regulations and clause 54 in the Scheme and are as follows.

#### **3.1 Minimum street setbacks (regulation 409 and clause 54.03-1)**

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the following relevant building envelope plan.

A garage and / or carport on a lot must be set back not less than 5.5 metres from the front boundary of the lot measured from the centrepoint of the garage to the centrepoint of the crossover. A garage with access facing the frontage of the lot must be set back not less than the distance specified above or at least 1.5 metres behind any other part of the front building line of the dwelling, whichever is the greater.

On a corner lot that provides for garage access to the side street, a double garage or double carport must be set back at least 2 metres measured from the centrepoint of the garage to the centrepoint of the crossover and a single garage or single carport must be set back at least 5.5 metres measured from the centrepoint of the garage to the centrepoint of the crossover.

A dwelling that is constructed on a corner lot must be sited with its frontage being the boundary with the greater specified setback from a road reserve.

Eaves, fascias, gutters, balconies, verandahs, open porches, covered walkways and bay windows or the like may encroach up to 1 metre into the minimum front setback and side setback on a side street or laneway for a dwelling, garage or carport.

#### **3.2 Building height (regulation 410 and clause 54.03-2)**

The height of a building on a lot must not exceed 12 metres above natural ground level, except as provided below.

The height of a shed on a lot must not exceed 2 metres above natural ground level and the shed should not be visible from any street, unless otherwise endorsed by VicUrban.

The height of a rainwater tank must be restricted to that which means it is not visible from any street.

#### **3.3 Site coverage (regulation 411 and clause 54.03-3)**

The site area covered by buildings should not exceed 75 per cent on a lot less than 300 square metres.

The site area covered by buildings should not exceed 70 per cent on a lot equal to or greater than 300 square metres.

#### **3.4 Permeability (regulation 412 and clause 54.03-4)**

The maximum area of impermeable surfaces on a lot must be in accordance with regulation 412 (Permeability) in Part 4 of the Regulations and clause 54.03-4 in the Scheme.

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### **3.5 Energy efficiency (clause 54.03-5)**

Energy efficiency in a dwelling must be in accordance with clause 54.03-5 (Energy efficiency) in the Scheme, except as specified below.

Each dwelling, including after any extension or modification to a dwelling, must meet a minimum 6 star dwelling energy rating as assessed by approved rating tools such as First-Rate and NatHERS.

### **3.6 Significant trees (clause 54.03-6)**

Significant trees on a lot must be treated in accordance with clause 54.03-6 (Significant trees) in the Scheme.

### **3.7 Car parking (regulation 413 and clause 54.03-7)**

The provision for car parking on a lot must be in accordance with regulation 413 (Car parking) in Part 4 of the Regulations and clause 54.03-7 in the Scheme.

Plans for a dwelling on a lot must show all car parking areas and the location, dimensions, driveway access and surface treatment proposed.

### **3.8 Side and rear setbacks (regulation 414 and clause 54.04-1)**

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and clause 54.04-1 in the Scheme, except as specified below.

The portion of a building with a height of 3.6 metres or less on a lot must be set back from a side and rear boundary not less than the distance specified in respect of that boundary on the following relevant building envelope plan.

The specified 1 metre side setback of all buildings from the north boundary on a lot with an east-west long axis may be reduced to zero with the endorsement of VicUrban provided any building within the zero north boundary setback is not less than 8 metres from the lot frontage.

A garage and / or carport may encroach into the setbacks from side and rear boundaries that do not abut a street or public open space, subject to VicUrban endorsement. Other encroachments must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations.

Side and rear setbacks from boundaries that are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the relevant building envelope plan.

### **3.9 Walls on boundaries (regulation 415 and clause 54.04-2)**

The length on a boundary on a lot of a wall or carport or the length of a wall and carport must not, either by itself or when combined with the length of any existing wall or carport on that lot, exceed:

- for a lot with rear vehicle access, 14 metres plus 50 per cent of the remaining length of the boundary;
- for a lot with front or side vehicle access, 12 metres plus 50 per cent of the remaining length of the boundary; or

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- the length of any existing wall or carport constructed on an adjoining lot which is within 100 millimetres of the boundary of that lot if the proposed construction abuts the existing wall or carport;

whichever is greater.

The wall or carport must not exceed 3.6 metres in height or the height of an abutting higher existing wall or carport, whichever is greater.

The party wall of a building that is constructed on a boundary marked with the symbol ● as specified in respect of that boundary on the following relevant building envelope plan must have an external wall height above natural ground level that does not exceed 9 metres. Abutting boundary walls and party walls must attain a sound transmission coefficient of Rw60.

Walls on boundaries that are shared with lots that are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the relevant building envelope plan.

### **3.10 Daylight to existing habitable room windows (regulation 416 and clause 54.04-3)**

The provision of daylight to existing habitable room windows must be in accordance with regulation 416 (Daylight to existing habitable room windows) in Part 4 of the Regulations and clause 54.04-3 in the Scheme.

### **3.11 Solar access to existing north-facing habitable room windows (regulation 417 and clause 54.04-4)**

The provision of solar access to existing north-facing habitable room windows must be in accordance with regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and clause 54.04-4 in the Scheme, except as provided below.

Reference to an existing north-facing habitable room window, in the case of buildings on lots contained within this document, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on a lot must be clear to the sky and setback at least 3.01 metres from the north boundary of that lot if it is to be considered, once constructed, an existing north-facing habitable room window for the purposes of regulation 417 and clause 54.04-4.

Solar access to existing north-facing habitable room windows on lots that are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the relevant building envelope plan.

### **3.12 Overshadowing of recreational private open space (regulation 418 and clause 54.04-5)**

Any overshadowing of recreational private open space must be in accordance with regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this document.

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### **3.13 Overlooking (regulation 419 and clause 54.04-6)**

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining lot must be in accordance with regulation 419 (Overlooking) in Part 4 of the Regulations and clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this document.

### **3.14 Daylight to habitable room windows (regulation 420 and clause 54.05-1)**

The provision of daylight to a habitable room window must be in accordance with regulation 420 (Daylight to habitable room windows) in Part 4 of the Regulations and clause 54.05-1 in the Scheme.

### **3.15 Private open space (regulation 421 and clause 54.05-2)**

A dwelling on a lot must have private open space as follows.

- For detached and semi-detached (other than the end dwellings in an attached row) dwellings, not less than 40 square metres. The private open space must include an area at the side or rear of the building that is at least 25 square metres with a minimum dimension of 3 metres that has convenient access from a habitable room (other than a bedroom). Alternatively, the 25 square metres secluded private open space may be located in the front of the building if set behind a front courtyard fence of at least 1.8 metres high and with convenient access from a habitable room (other than a bedroom).
- For attached dwellings (including the end dwellings in an attached row) and two or more dwellings on a lot, as listed above for detached and semi-detached dwellings or a balcony of 8 square metres with a minimum dimension of 1.6 metres or a rooftop area of 10 square metres with a minimum dimension of 2 metres, with in all cases the private open space having convenient access from a habitable room (other than a bedroom).

### **3.16 Solar access to open space (clause 54.05-3)**

Solar access to open space must be in accordance with clause 54.05-3 (Solar access to open space) in the Scheme.

### **3.17 Design detail (clause 54.06-1)**

Design detail must be in accordance with clause 54.06-1 (Design detail) in the Scheme.

### **3.18 Fencing (regulation 424 to 430 and clause 54.06-2)**

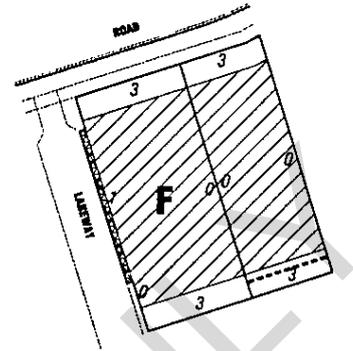
All fencing (including front, side and rear fencing) must comply with the Aurora Fencing Guidelines for Stages 12 to 17 and be submitted to VicUrban for endorsement.

On any lot marked with the letter 'F' no fence, wall, trellis or similar structure can be constructed at the side of the property within the area that is a required building setback. This includes the front, side and rear boundaries of the setback area. See diagram below.



### Interpretation of 3.18

The shaded areas on this example diagram illustrate 'required building setback areas'. No fence, wall, trellis or similar structure is allowed to be constructed within the shaded area or along the Lot boundaries at the edge of the shaded area.



### 3.19 Letterbox

A letterbox must be of permanent construction and be designed to be of contemporary material, colour and style consistent with any fence design and dwelling endorsed by VicUrban.

### 3.20 Pergola and permanent shade structures

Any pergola must be designed to be contemporary in terms of material, colour and style consistent with any associated dwelling. The pergola must not encroach on the setbacks detailed in provisions 3.1 and 3.8 and comply with height restrictions in provision 3.2. The pergola must not be of a temporary nature.

### 3.21 Solar Collector Panels

Solar collector panels on the roof of a building must be designed and sited to be integrated with the roof design. All fixing and support structures must match the colour of the roof. No structures associated with solar collector panels are to be visible from any street or other public area, except with the endorsement of VicUrban.

### 3.22 External metal shutters, awnings and the like

External metal shutters, awnings and the like are prohibited on any dwelling facade visible from a street, public open space or other public area, unless otherwise endorsed by VicUrban.

### 3.23 Third pipe plumbing and fibre optic cabling

Any extension or modification to a dwelling must incorporate extension to each relevant room or open area of third pipe plumbing and of category 6 fibre optic cabling from the central distribution point and which must be terminated by an RJ45 face outlet (or VicUrban endorsed equivalent), unless otherwise endorsed by VicUrban.

### 3.24 Clothes drying and airing facilities, cooling and heating plant, aerials and satellite dishes and similar service facilities

No clothes drying or airing facility, cooling or heating plant, aerial or satellite dish and similar service facilities are to be visible from any street or other public area, except with the endorsement of VicUrban.

### 3.25 External colour palette

Development plans submitted to VicUrban for endorsement must include a schedule of external colours and finishes consistent with the Aurora Colour Palette as contained in the Aurora Design Controls for Stages 12 to 17.

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**3.26 Windows and window furnishings**

Window glazing must be clear or non vibrant opaque except as endorsed by VicUrban. Windows visible from a street must not have any whitewash or similar painted finish.

**3.27 Caravan, boat, trailer and truck parking**

No caravan, boat, trailer, plant or truck may be stored or parked on any lot where visible from any street or other public area.

**3.28 One dwelling on a lot**

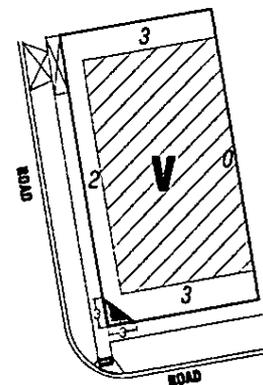
One dwelling only may be constructed on each lot.

**3.29 Vegetation on a corner lot**

On lots marked with the symbol 'V', any vegetation which is located within the triangular area at the road corner of the lot, as formed by enclosing two 3 metre lengths measured from the corner point of the lot along the two adjoining lot boundaries, must be maintained so that it does not exceed a height of 1 metre. See diagram below.

**Interpretation of 3.29**

The shaded area on this example diagram illustrates the area of restricted vegetation. Any vegetation located within this area be maintained so that it does not exceed 1 metre in height.



must

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#### **4 Notes on the MCP**

- 4.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 4.2 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 4.3 Buildings must not cover registered easements unless provided for by the easement.
- 4.4 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.

#### **5 General definitions**

If not defined above, the words below shall have the meaning attributed to them in the document identified.

In the *Building Act 1993*:

- Building
- Lot

In Part 4 of the Regulations:

- Clear to the sky
- Height
- Private open space
- Recreational private open space
- Raised open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the Scheme:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

Additional definitions include the following.

#### **Side boundary**

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

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**Street**

For the purposes of determining street setbacks, street means any road other than a footway or carriageway easement.

**Building envelope**

An area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this document, the Permit and the Scheme.

**On the boundary**

A setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary.

INFORMATION ONLY

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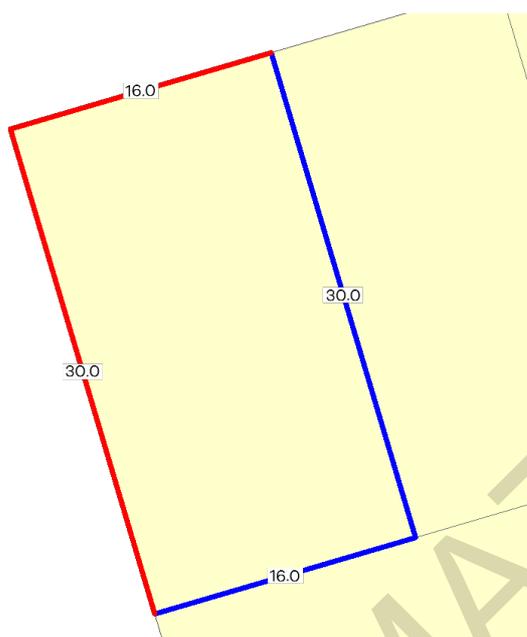
## PROPERTY DETAILS

Address: **15 TOURMALINE DRIVE EPPING 3076**  
Lot and Plan Number: **Lot 1441 PS623208**  
Standard Parcel Identifier (SPI): **1441\PS623208**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **740175**  
Directory Reference: **Melway 181 G5**

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

## SITE DIMENSIONS

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



**Area:** 480 sq. m

**Perimeter:** 92 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 January 2026 04:05 PM

## PROPERTY DETAILS

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Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 G5**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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## STATE ELECTORATES

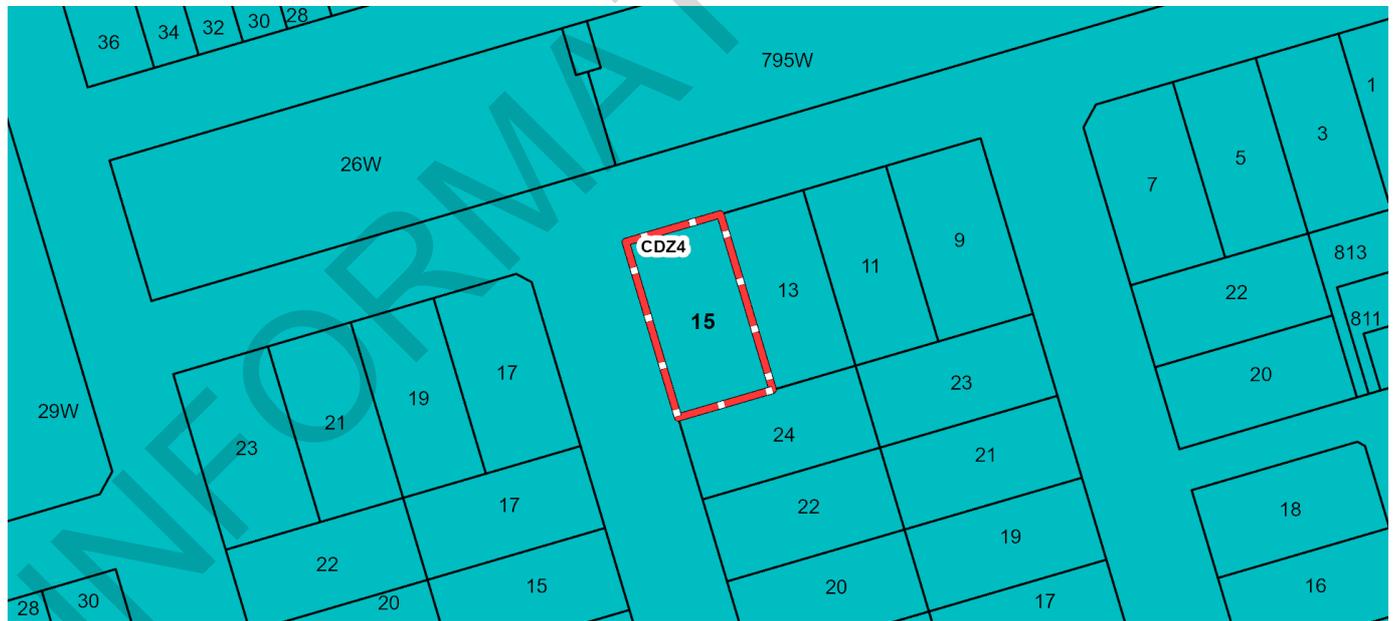
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



**CDZ - Comprehensive Development**

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

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

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

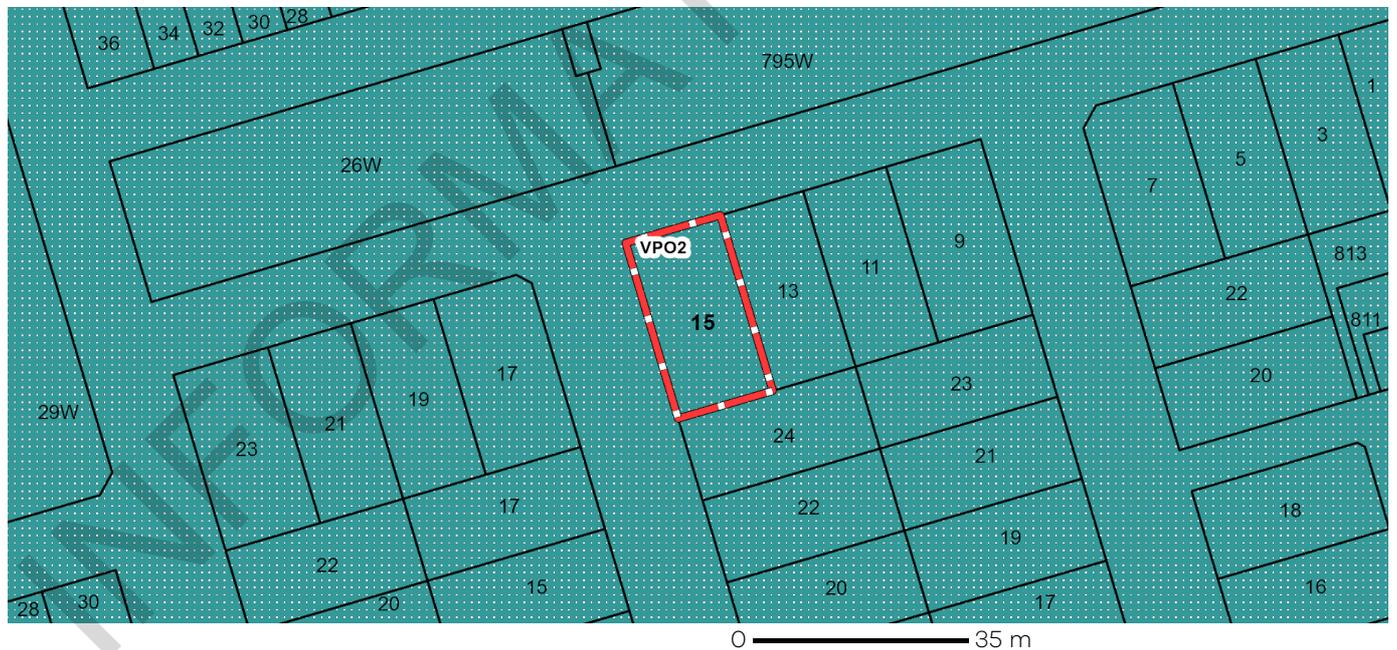


 **DPO - Development Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

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



 **VPO - Vegetation Protection Overlay**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

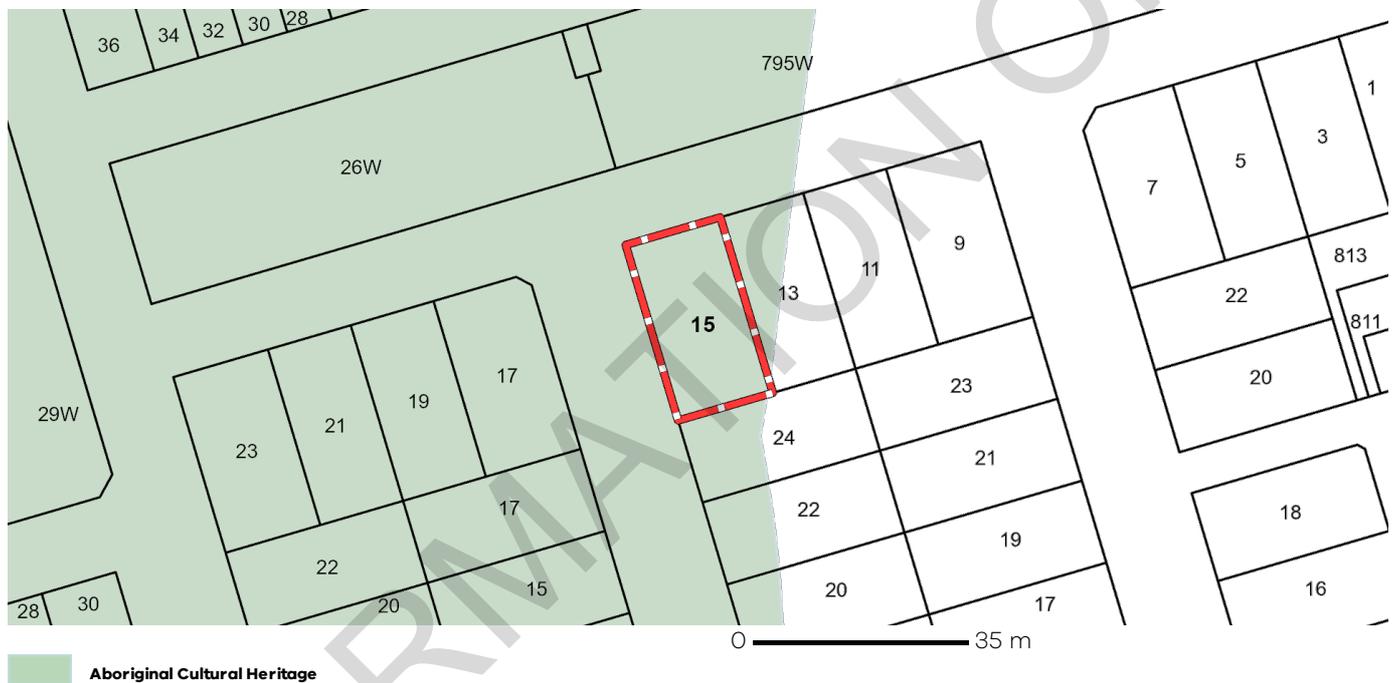
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 22 December 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

**37.02**  
31/07/2018  
VC148

## COMPREHENSIVE DEVELOPMENT ZONE

Shown on the planning scheme map as **CDZ** with a number.

### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.

**37.02-1**  
19/01/2006  
VC37

### Table of uses

#### Section 1 - Permit not required

Use	Condition
Any use in Section 1 of the schedule to this zone	Must comply with any condition in Section 1 of the schedule to this zone.

#### Section 2 - Permit required

Use	Condition
Any use in Section 2 of the schedule to this zone	Must comply with any condition in Section 2 of the schedule to this zone.
Any other use not in Section 1 or 3 of the schedule to this zone	

#### Section 3 - Prohibited

Use
Any use in Section 3 of the schedule to this zone

**37.02-2**  
31/07/2018  
VC148

### Use of land

Any requirement in the schedule to this zone must be met.

### Application requirements

An application to use land must be accompanied by any information specified in the schedule to this zone.

### Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

### Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any guidelines in the schedule to this zone.

**Subdivision****Permit requirement**

A permit is required to subdivide land.

An application to subdivide land for residential development, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

<b>Class of subdivision</b>	<b>Objectives and standards to be met</b>
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

Any requirement in the schedule to this zone must be met.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

<b>Class of application</b>	<b>Information requirements and decision guidelines</b>
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> <li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li> </ul>	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> <li>▪ The construction of a building or the construction or carrying out of works on the land:</li> </ul>	Clause 59.02

**Class of application****Information requirements and decision guidelines**

- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
- Has started lawfully.
- The subdivision does not create a vacant lot.

**Application requirements**

An application to subdivide land must be accompanied by any information specified in the schedule to this zone.

**Exemption from notice and review**

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The objectives and standards of Clause 56.
- Any guidelines in the schedule to this zone.

**Buildings and works****Permit requirement**

A permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise.

Any requirement in the schedule to this zone must be met.

An apartment development must meet the requirements of Clause 58.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

**Class of application****Information requirements and decision guidelines**

Construct a building or construct or carry out works with an estimated cost of up to \$500,000 and the land is not:

Clause 59.04

- Within 30 metres of land (not a road) which is in a residential zone.
- Used for a purpose listed in the table to Clause 53.10.

**Transitional provisions**

Clause 58 does not apply to:

## WHITTLESEA PLANNING SCHEME

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clause 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

### Application requirements

An application to construct a building or construct or carry out works must be accompanied by any information specified in the schedule to this zone.

An application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development, must be accompanied by an urban context report and design response as required in Clause 58.01.

### Exemption from notice and review

An application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if it is generally consistent with the comprehensive development plan.

The schedule to this zone may specify that other applications are also exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

### Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.
- Any guidelines in the schedule to this zone.

**37.02-5**  
31/07/2018  
VC148

### Signs

Sign requirements are at Clause 52.05. This zone is in Category 3 unless a schedule to this zone specifies a different category.

**SCHEDULE 4 TO CLAUSE 37.02 COMPREHENSIVE DEVELOPMENT ZONE**

Shown on the planning scheme map as **CDZ4** .

**AURORA COMPREHENSIVE DEVELOPMENT PLAN****Land**

That part of Epping North known generally as Aurora and being north of O'Herns Road, south of Craigieburn Road East and east of the Hume Freeway (Craigieburn Bypass).

**Purpose**

- To designate land suitable for urban development.
- To provide for development of land generally in accordance with the relevant comprehensive development plan.
- To pursue a more sustainable form of greenfield development based on traditional neighbourhood design principles.
- To engender a positive sense of place through incorporation of diverse streetscapes and good urban design in the public realm.
- To implement a high standard of contemporary architectural and urban design outcomes.
- To encourage a reduction in the use of natural resources such as potable water through the provision and utilisation of recycled water provided to future residents of the area to achieve the sustainability objectives identified in the Aurora Sustainability Covenant.
- To protect, retain and enhance the natural and cultural features of the land.
- To facilitate a mix of land uses, including residential, community, retail, commercial and recreational, to support a sustainable community.
- To facilitate a range of lot sizes with generally increased development densities and dwelling types to meet a diversity of lifestyle choices and to provide the opportunity for high quality and sustainable public transport.
- To assist in protecting and enhancing the Edgars Creek (as part of the larger Merri Creek Catchment) as an environmental, conservation and recreation asset of local significance, through sensitive design and landscaping.
- To provide for a range of pedestrian scale retail, commercial and community facilities of appropriate sizes to serve the needs of existing and future residents of the area.
- To provide a safe, efficient, highly permeable, multi modal and attractive movement network.
- To ensure that non-residential uses do not cause an unreasonable loss of amenity to people in areas set aside and used for dwellings.

**Table of uses****Section 1 - Permit not required**

<b>Use</b>	<b>Condition</b>
<b>Animal keeping (other than Animal boarding)</b>	Must not be more than 2 animals.
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.

## WHITTLESEA PLANNING SCHEME

Use	Condition
<b>Bed and breakfast</b>	<p>No more than 6 persons may be accommodated away for their normal place of residence unless the site is in an activity centre (primary, tertiary or local) identified in a development plan approved under a Development Plan Overlay.</p> <p>At least 1 car parking spaces must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>
<b>Caretaker's house</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Car wash</b>	The site is identified for the use or is in an activity centre (secondary, tertiary or local), in a development plan approved under a Development Plan Overlay.
<b>Child care centre</b>	<p>The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.</p> <p>Any frontage at ground level must not exceed 2 metres and access must not be shared with a dwelling (other than a caretaker's house), in an activity centre (primary and local) in a development plan approved under a Development Plan Overlay.</p>
<b>Cinema</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Cinema-based entertainment facility</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Dwelling (other than Bed and breakfast and Caretaker's house)</b>	
<b>Education centre</b>	<p>The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.</p> <p>Any frontage at ground level must not exceed 10 metres and access must not be shared with a dwelling (other than a caretaker's house), in an activity centre in a development plan approved under a Development Plan Overlay.</p>
<b>Food and drink premises</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Home based business</b>	
<b>Indoor recreation facility</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.

## WHITTLESEA PLANNING SCHEME

Use	Condition
<b>Office (other than Medical centre)</b>	The site is identified for the use or is in an activity centre (primary, tertiary or local), in a development plan approved under a Development Plan Overlay.
<b>Open sports ground</b>	
<b>Place of assembly (other than Amusement parlour, Carnival, Circus and Nightclub)</b>	The site is identified for the use or is in an activity centre, in a development plan approved under a Development Plan Overlay.
<b>Railway</b>	
<b>Restricted retail premises</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Retail premises (other than Adult sex product shop, Food and drink premises, Shop and Trade supplies)</b>	The site is identified for the use or is in an activity centre (primary, secondary or local), in a development plan approved under a Development Plan Overlay.
<b>Service station</b>	The site is identified for the use or is in an activity centre (primary, secondary or local), in a development plan approved under a Development Plan Overlay.
<b>Shop (other than Adult sex product shop, Convenience shop and Restricted retail premises)</b>	The site is identified for the use or is in an activity centre (primary or local), in a development plan approved under a Development Plan Overlay.
<b>Small second dwelling</b>	<p>Must be no more than one dwelling existing on the lot.</p> <p>Must be the only small second dwelling on the lot.</p> <p>Reticulated natural gas must not be supplied to the building, or part of the building, used for the small second dwelling.</p>
<b>Trade supplies</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Tramway</b>	
<b>Warehouse</b>	<p>The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.</p> <p>Must not be for a purpose listed in the table to Clause 53.10.</p>
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.

**Section 2 - Permit required**

Use	Condition
<b>Accommodation (other than Bed and breakfast, Caretaker's house, Dependent person's unit, Dwelling and Corrective institution)</b>	
<b>Adult sex product shop</b>	<p>The site is identified for the use or is in an activity centre (primary), in a development plan approved under a Development Plan Overlay.</p> <p>The site is at least 200 metres (measured by the shortest route reasonably accessible on foot) from a residential area identified in a development plan approved under a Development Plan Overlay, land used or intended to be used for a hospital or education facility or land in a public acquisition overlay to be acquired for a hospital or education facility.</p>
<b>Agriculture (other than Animal boarding, Animal keeping, Animal training, Apiculture, Horse stables and Intensive animal husbandry)</b>	
<b>Amusement parlour</b>	<p>The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.</p>
<b>Animal keeping (other than Animal boarding) - if the section 1 condition is not met</b>	<p>Must be no more than 5 animals.</p>
<b>Caretaker's house - if the section 1 condition is not met</b>	
<b>Car park</b>	
<b>Car wash - if the section 1 condition is not met</b>	<p>The site must either:</p> <ul style="list-style-type: none"> <li>▪ adjoin an activity centre in a development plan approved under a Development Plan Overlay;</li> <li>▪ adjoin or have access to a Main Street as identified in the relevant comprehensive development plan</li> </ul>
<b>Child care centre - if the section 1 condition is not met</b>	
<b>Convenience restaurant</b>	<p>The site must adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.</p>
<b>Convenience shop</b>	
<b>Display home</b>	
<b>Education centre - if the section 1 condition is not met</b>	

**WHITTLESEA PLANNING SCHEME**

<b>Use</b>	<b>Condition</b>
<b>Food and drink premises (other than Convenience restaurant and Take away food premises) - if the section 1 condition is not met</b>  <b>Hotel</b>  <b>Indoor recreation facility - if the section 1 condition is not met</b>	
<b>Industry (other than Automated collection point and Car wash)</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.  Must not be a purpose listed in the table to clause 53.10.
<b>Leisure and recreation facility (other than Indoor recreation facility, Informal outdoor recreation, Motor racing track and Open sports ground)</b>  <b>Market</b>  <b>Medical centre - if the section 1 condition is not met</b>	
<b>Nightclub</b>	The site is identified for the use or is in an activity centre (primary or secondary), in a development plan approved under a Development Plan Overlay.
<b>Office (other than Medical centre) - if the section 1 condition is not met</b>	The site is identified for the use or is in an activity centre (secondary), in a development plan approved under a Development Plan Overlay.
<b>Place of assembly (other than Amusement parlour, Carnival, Circus and Nightclub) - if the section 1 condition is not met</b>  <b>Plant nursery</b>	
<b>Service station - if the section 1 condition is not met</b>	The site must either: <ul style="list-style-type: none"> <li>▪ be in an activity centre (tertiary) in a development plan approved under a Development Plan Overlay;</li> <li>▪ adjoin an activity centre in a development plan approved under a Development Plan Overlay;</li> <li>▪ adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.</li> </ul> The site must not exceed either: <ul style="list-style-type: none"> <li>▪ 3000 square metres;</li> <li>▪ 3600 square metres if it adjoins on two boundaries a Main Street as identified in the relevant comprehensive development plan.</li> </ul>
<b>Store</b>	Must be in a building, not a dwelling, and used to store equipment, goods or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.

Use	Condition
<b>Take away food premises</b>	The site must adjoin or have access to a Main Street as identified in the relevant comprehensive development plan.
<b>Transport terminal</b>	The site is identified for the use or is in an activity centre (primary, secondary, tertiary or local), in a development plan approved under a Development Plan Overlay.  The site must adjoin a railway line or equivalent reservation and be for the purposes of a railway station or bus terminal.
<b>Utility installation (other than Minor utility installation and Telecommunications facility)</b>	
<b>Veterinary centre</b>	
<b>Any other use not in Section 1 or 3</b>	

### Section 3 - Prohibited

Use
<b>Animal boarding</b>
<b>Animal training</b>
<b>Cinema - if the section 1 condition is not met</b>
<b>Cinema-based entertainment facility - if the section 1 condition is not met</b>
<b>Corrective institution</b>
<b>Extractive industry</b>
<b>Horse stables</b>
<b>Intensive animal husbandry</b>
<b>Motor racing track</b>
<b>Retail premises (other than Adult sex product shop, Convenience restaurant, Convenience shop, Hotel, Market, Restaurant, Take away food premises and Tavern) - if the section 1 condition is not met</b>
<b>Saleyard</b>
<b>Warehouse - if the section 1 condition is not met</b>

**2.0**  
29/11/2007  
C41(Part 1)

### Use of land

The use of land must be generally in accordance with the provisions of any relevant development plan approved under a Development Plan Overlay.

A use must not detrimentally affect the amenity of the neighbourhood, including through the:

- transport or materials, goods or commodities to or from the land;
- appearance of any building, works or materials;
- emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash dust, waste water, waste products, grit or oil.

**2.1**  
29/11/2007  
C41(Part 1)

### Application requirements

An application to use land must be accompanied by the following information, as appropriate.

- The purpose of the use and the type of activities which will be carried out.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and dispatch of goods and materials, hours of operation and light spill, solar access and glare.
- The means of maintaining land not required for immediate use.
- If an industry or warehouse:
  - the type and quantity of goods to be stored, processed or produced;
  - whether a Works Approval or Waste Discharge Licence is required from the Environment Protection Authority;
  - whether a licence under the Dangerous Goods Act 1985 is required.
- The likely effects on adjoining land including air-borne emission and emissions to land and water.

**2.2**  
29/11/2007  
C41(Part 1)

**Exemption from notice and review**

An application for a section 2 use on a site that is identified for the use or is in an activity centre, in any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

**2.3**  
27/05/2019  
C239wsea

**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect that existing uses may have on the proposed use;
- for non-residential uses, the potential amenity impact on areas set aside and used for dwellings;
- the effect on the values of any relevant conservation area;
- the drainage of the land;
- the availability of and connection of services;
- the effect of traffic to be generated on roads;
- the interim use of those parts of the land not required for the proposed use;
- any other matters which relate to the use of the land.

**3.0**  
29/11/2007  
C41(Part 1)

**Subdivision**

**3.1**  
29/11/2007  
C41(Part 1)

**Permit requirement**

A permit may be granted to subdivide land where the responsible authority is satisfied that the proposed subdivision is generally in accordance with any relevant development plan approved under a Development Plan Overlay and where services can be provided to meet the requirements of authorities specified as referral authorities.

Where a development plan has not been approved, the responsible authority may grant a permit for subdivision provided that the responsible authority is satisfied that the subdivision will not prejudice the future development or use of the land having regard to the purpose of the zone or any other relevant aspect of the Scheme.

**3.2**  
29/11/2007  
C41(Part 1)

### Application requirements

An application to subdivide land must be accompanied by the following information, as appropriate.

- A plan drawn to scale which shows:
  - the boundaries of the site;
  - areas of subdivision;
  - street types.

**3.3**  
29/11/2007  
C41(Part 1)

### Exemption from notice and review

An application to subdivide land which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

**3.4**  
27/05/2019  
C239wsea

### Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the relationship of the proposed subdivision to the existing and proposed subdivision and use of adjoining land;
- the effect on the values of any relevant conservation area;
- the requirements of authorities specified as referral authorities in clause 66;
- the need for financial or other contributions towards the provision of reticulated service infrastructure, community facilities and transport systems as set out in any relevant development plan approved under a Development Plan Overlay and appropriate agreements, conditions or other arrangements to guarantee those contributions.

**4.0**  
29/11/2007  
C41(Part 1)

### Construction and extension of one dwelling on a lot

**4.1**  
29/11/2007  
C41(Part 1)

#### Permit requirement

A permit is required to construct or extend one dwelling on a lot if the lot is less than 300 square metres.

The construction or extension of a dwelling includes a front fence within 3 metres of a street if the fence exceeds the maximum height specified in clause 54.06-2.

A development must meet the requirements of clause 54.

**4.2**  
29/11/2007  
C41(Part 1)

#### No permit required

No permit is required to construct or extend:

- works normal to a dwelling;
- an open-sided pergola or verandah with a finished floor level not more than 800 mm above natural ground level and a maximum building height not more than 3 metres above natural ground level;
- an outbuilding with a gross floor area not more than 10 square metres and a maximum building height not more than 3 metres above natural ground level;
- a deck with a finished floor level not more than 800 mm above natural ground level;

- a domestic swimming pool or spa and associated mechanical equipment and safety fencing.

This does not apply to the construction or extension of a garage or carport.

**4.3**  
29/11/2007  
C41(Part 1)

**Exemption from notice and review**

An application to construct or extend one dwelling on a lot which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

**4.4**  
27/05/2019  
C239wsea

**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the objectives, standards and decision guidelines of clause 54.

**5.0**  
29/11/2007  
C41(Part 1)

**Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

**5.1**  
23/10/2025  
C249wsea

**Permit requirement**

A permit is required to:

- construct a dwelling if there is at least one dwelling existing on the lot;
- construct two or more dwellings on a lot;
- extend a dwelling if there are two or more dwellings on the lot;
- construct or extend a dwelling on common property;
- construct or extend a residential building.

The construction or extension of a dwelling or a residential building includes a front fence within 3 metres of a street if the fence exceeds the maximum height specified in clause 55.06-2.

A development must meet the requirements of clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A permit is not required to construct one small second dwelling on a lot.

**5.2**  
29/11/2007  
C41(Part 1)

**Exemption from notice and review**

An application to construct or extend two or more dwellings on a lot which is generally in accordance with any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

**5.3**  
27/05/2019  
C239wsea

**Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect that existing uses may have on the proposed use;
- the drainage of the land;

- the availability of and connection of services;
- the effect of traffic to be generated on roads;
- the interim use of those parts of the land not required for the proposed use;
- any other matters which relate to the use of the land;
- the objectives, standards and decision guidelines of clause 55.

**6.0**  
23/10/2025  
C249wsea  
**6.1**  
23/10/2025  
C249wsea

## **Buildings and works**

### **Permit requirement**

A permit is required to construct a building or construct or carry out works (other than buildings and works associated with one or more dwellings or residential buildings). This includes the internal rearrangement of a building if the existing leasable floor area is exceeded.

This does not apply to a building or works which are a modification necessary to comply with a direction or licence under the Dangerous Goods Act 1985 or a Waste Discharge Licence, Works Approval or Pollution Abatement Notice under the Environment Protection Act 1970.

**6.2**  
29/11/2007  
C41(Part 1)

### **Application requirements**

An application to construct a building or construct or carry out works must be accompanied by the following information as appropriate.

- A plan drawn to scale which shows where relevant:
  - the boundaries and dimensions of the site;
  - adjoining roads;
  - the location and purpose of buildings and works on adjoining land;
  - relevant ground levels;
  - the layout of existing and proposed building and works;
  - all driveways, car parking and loading areas;
  - proposed landscape areas;
  - all external storage and waste treatment areas;
  - all external storage and waste treatment areas;
  - areas not required for immediate use.
- Elevation drawings to scale showing the colour and materials and finishes of all buildings and works.
- A landscape layout that includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.

**6.3**  
29/11/2007  
C41(Part 1)

### **Exemption from notice and review**

An application to construct a building or to construct or carry out works for a use in Section 1 or Section 2 of clause 1.0 of this schedule on a site that is identified for the use or is in an activity centre, in any relevant development plan approved under a Development Plan Overlay is exempt from the notice requirements of Section 52(1)(a),(b) and (d), the decision requirements of Section 64(1)(2) and (3) and the review rights of Section 82(1) of the Act.

**6.4**  
27/05/2019  
C239wsea

### **Decision guidelines**

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- any relevant comprehensive development plan;
- any relevant development plan approved under a Development Plan Overlay;
- the effect of traffic to be generated on roads;
- the effect on the values of any relevant conservation area;
- any other matters which relate to the use of the land.

**7.0**  
27/05/2019  
C239wsea

### Signs

Sign requirements are at Clause 52.05. All land included in an activity centre in any relevant development plan approved under a Development Plan Overlay is in Category 1. All other land is in Category 3.

INFORMATION ONLY

27th January 2026

Arun Badgujar  
INSTANT CONVEYANCING SERVICES

Dear Arun Badgujar,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	15 TOURMALINE DRIVE EPPING 3076
<b>Applicant</b>	Arun Badgujar INSTANT CONVEYANCING SERVICES
<b>Information Statement</b>	31006205
<b>Conveyancing Account Number</b>	8945642714
<b>Your Reference</b>	14251

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	15 TOURMALINE DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

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

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

## **Melbourne Water Property Information Statement**

Property Address	15 TOURMALINE DRIVE EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

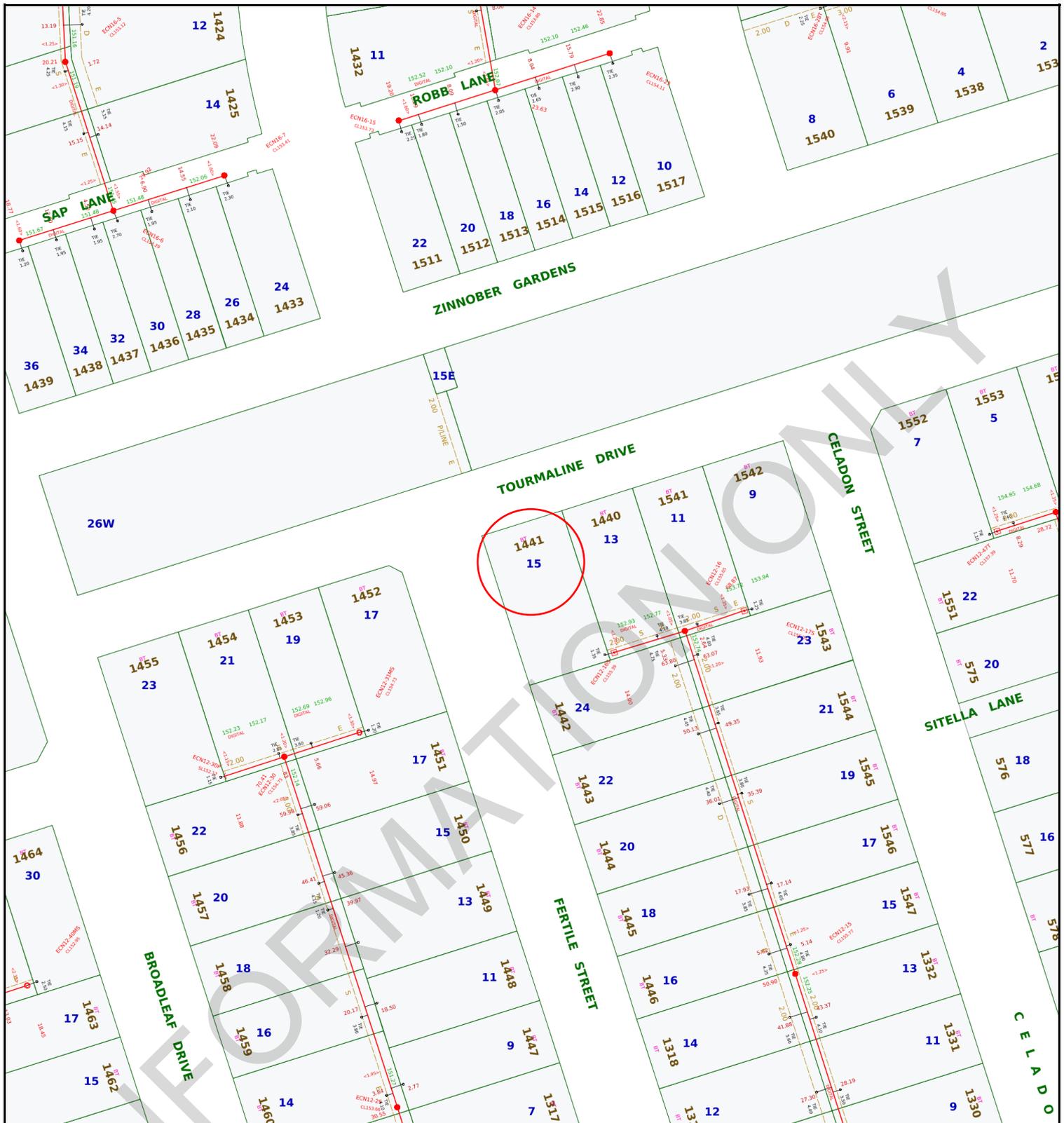
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31006205**

<b>Address</b>	15 TOURMALINE DRIVE EPPING 3076
<b>Date</b>	27/01/2026
<b>Scale</b>	1:1000



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

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

Arun Badgujar  
INSTANT CONVEYANCING SERVICES  
arun@instantconveyancing.com.au

## RATES CERTIFICATE

Account No: 6744723138  
Rate Certificate No: 31006205

Date of Issue: 27/01/2026  
Your Ref: 14251

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
15 TOURMALINE DR, EPPING VIC 3076	1441\PS623208	1764921	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge Step 1 – 41.800000kL x \$3.57240000 = \$149.33 Step 2 – 2.200000kL x \$4.68710000 = \$10.31 Estimated Average Daily Usage \$1.68	07-08-2025 to 10-11-2025	\$159.64	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Residential Recycled Water Usage Charge Recycled Water Usage – 18.000000kL x \$1.96810000 = \$35.43	07-08-2025 to 10-11-2025	\$35.43	\$0.00
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$193.68



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

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

**Recycled water is available at this property**

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

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

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

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**Property No:** 1764921

**Address:** 15 TOURMALINE DR, EPPING VIC 3076

**Water Information Statement Number:** 31006205

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 67447231389

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

INFORMATION ONLY

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: JG:ARUN.B:14251