

Contract of Sale of Real Estate

Property address **33 EYNESBURY VIEW WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
 - as director of a corporation; or
 - as 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/...../2025

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print name(s) of person(s) signing: **ANTHONY ISHKAN**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO

1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

Vendor

ANTHONY ISHKAN

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd

954 High Street Reservoir Vic 3073

Email: amal@melbournerec.com.au

Tel: 94646732

Mob:

Fax:

Ref: AJ:24/3158AJ

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11342	Folio	689	1940	PS636527L

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 title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **33 EYNESBURY VIEW WOLLERT VIC 3750**

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

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

Payment (general condition 14 and 17)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a '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 17)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

Subject to lease

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

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES

Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 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.
- 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this 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.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

EC

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

- 4.1 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 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.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 The Vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
 - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

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

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

despite:

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

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

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

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

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

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

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

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

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

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

5.10 The vendor warrants that:

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

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

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

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

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss 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 to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may require the installation of barriers or fencing as appropriate by the building regulations or the requirement for any permits or approvals and the requirement for obtaining compliance and registration as appropriate, the Purchaser must comply, at the Purchaser's cost and expense, with the building and government authorities and regulations within 30 days of Settlement. The Purchaser acknowledges and agrees that the Vendor makes no warranty or no representation for any permits or approvals, registration or compliance for the Swimming pool or spa. Upon signing this Contract of Sale, the Purchaser acknowledges and agrees that the Purchaser shall bear full responsibility for any fines, notices or orders issued after the date of the Purchaser signing the Contract with respect to the Pool and Spa registration, compliance or any works required in relations to the Pool/Spa, requirements for Fencing/Compliance or Permits. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all notice, orders or legal requirements under the building regulations.
- 9.5 The land and buildings and improvements, if any has sold hereby and inspected by the Purchaser are sold on the basis of existing improvements thereon and the Purchaser shall not make any claim, requisition or rescind the Contract:
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 General Condition 12 is Deleted from this Contract.

9.7 The Purchaser acknowledges that the Vendor makes no warranty or representation that any improvements on the land sold or any alterations or additions or renovations thereto comply with the requirements of the VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities.

Any such failure of any building or improvements on the land to comply with the planning, health, environmental building and other legislations, VBA Regulations, Council By-Laws relevant statutes and any regulations by any responsible authorities and encroachments by or on the land there under shall not constitute a defect in the Vendor's title. The Purchaser shall not make any requisition, claim or compensation in relation to the issuance or non-issuance of the Building and Occupancy Permits/Final Inspections and other permits by the relevant authorities in respect of any improvements, additions, alterations thereon.

Purchaser acknowledges having inspected the Property hereby sold and save as is otherwise expressly provided, acknowledges that the Purchaser is purchasing the Property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the Property sold. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.7

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.8 The Purchaser acknowledges that the Vendor makes no warranty or no representation for any permits, approvals or compliance certificates for the pool, property or any improvements, alterations or additions to the property including and not limited to the shed which the Vendor makes no representation and warranty.

The Purchaser acknowledges that the backyard has a sealed YVW sewerage manhole, currently not visible due to the landscaping.

Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.8 and the purchaser shall make no request, claims, seek compensation or delay settlement, rescind and terminate the Contract whatsoever because of special condition 9.8

The Vendor will not be required to procure any Defects reports, building permit, building approval, final inspection, Occupancy Permits, compliance certificates, registration certificates or any other permits, approvals or inspections in relations to the land, property, pool or any improvements, upgrades, extension or alterations and the purchasers shall not make any requisition or claim any compensation from the Vendor on that ground.

The Purchaser accepts the land, pool or improvements on and the services on to the land in their present condition, position and state of repair and subject to all fault or defects both latent and patent.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

9.9 The Purchaser agrees to make their own enquiries with any authority or Party they may presume applicable or relevant of any particulars of any notice, order, declaration, deed, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, and the Purchaser agrees to assume, to the fullest extent permitted by law or equity, complete responsibility and liability for and comply with all the requirements and obligations of all notices, orders, declarations, deeds, reports or recommendations served in the respect of the Property, including any Notice, Order, declaration, deed, report or recommendation contained in the Contract herein, if any, whether the service is on the Vendor or otherwise, on or before or after the day of sale or settlement. Failure of disclosure of any such notices or orders, declaration, deed, report or recommendation to the Purchaser or failure of compliance with any notices or orders, declaration, deed, report or recommendation by the Vendor does not constitute a defect in the vendor's title or affects the validity of this contract and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind the Contract whatsoever because of this special condition.

The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to the special condition.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

(a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.

(b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the

Vendor's representative or at such other place in Victoria as the Vendor directs.

- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
 - 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
 - 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
 - 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
 - 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:

- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or

19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 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.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection,

requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

26. PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2024 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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](https://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.

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.

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

33 EYNESBURY VIEW WOLLERT VIC 3750

Vendor's name

ANTHONY ISHKAN

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

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

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

	To	
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	AVPCC No. 110
(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 of 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 documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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:

Are contained in the attached certificates and/or statements, if any and the Purchaser should make its own enquiries from the municipal council or any other public authority or government department considered appropriate by the Purchaser.

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")

Not Applicable.

8 SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

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)

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

Page 1 of 1

VOLUME 11342 FOLIO 689

Security no : 124120377694J
Produced 04/12/2024 10:42 AM

LAND DESCRIPTION

Lot 1940 on Plan of Subdivision 636527L.
PARENT TITLE Volume 11338 Folio 797
Created by instrument PS636527L 31/03/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANTHONY ISHKAN of 12 HENTY STREET RESERVOIR VIC 3073
AJ618256T 23/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ298259E 28/09/2017
WESTPAC BANKING CORPORATION

COVENANT PS636527L 31/03/2012

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

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

DIAGRAM LOCATION

SEE PS636527L 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: 33 EYNESBURY VIEW WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 28/09/2017

DOCUMENT END

Imaged Document Cover Sheet


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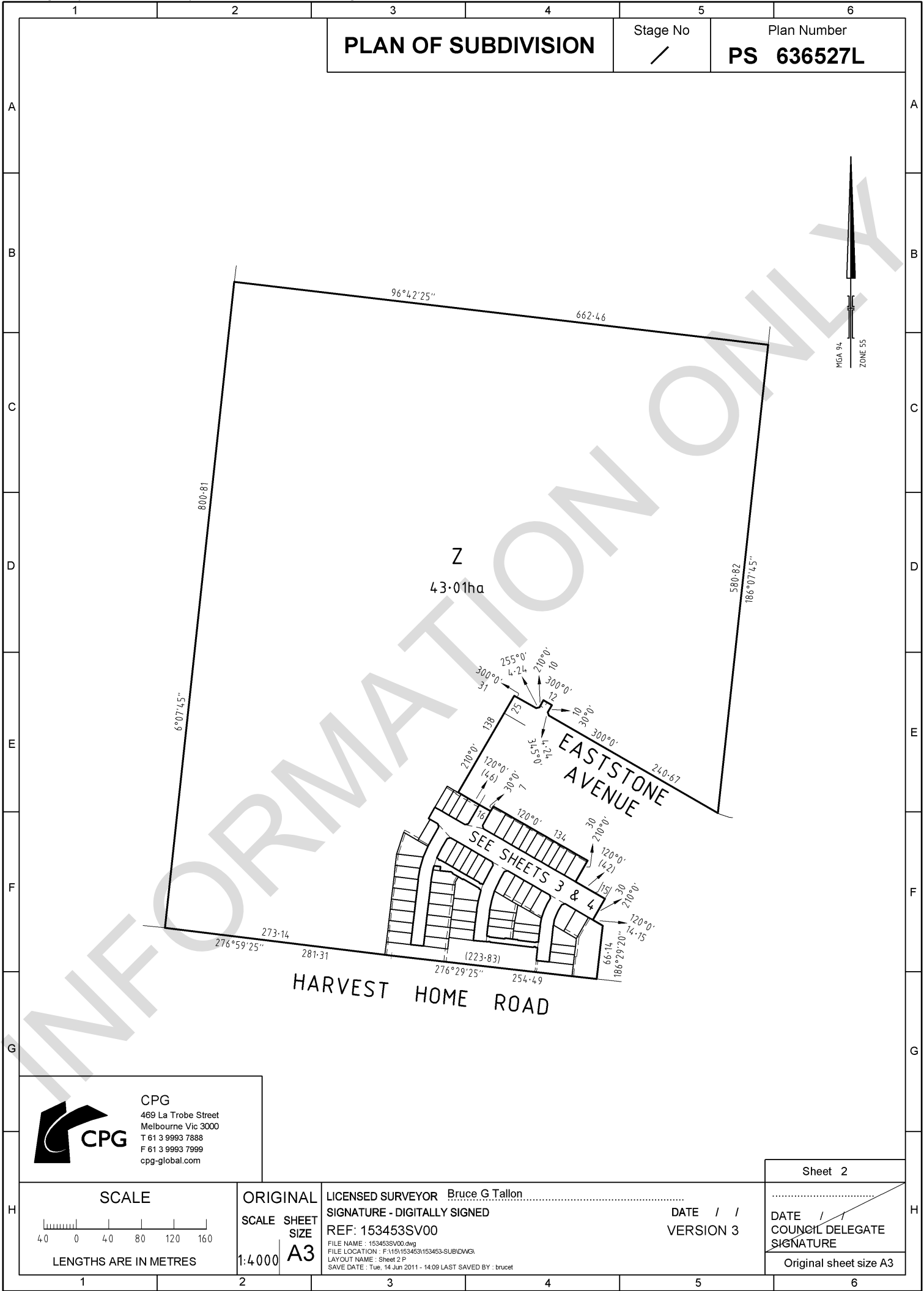
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Document Identification	PS636527L
Number of Pages (excluding this cover sheet)	7
Document Assembled	04/12/2024 10:42

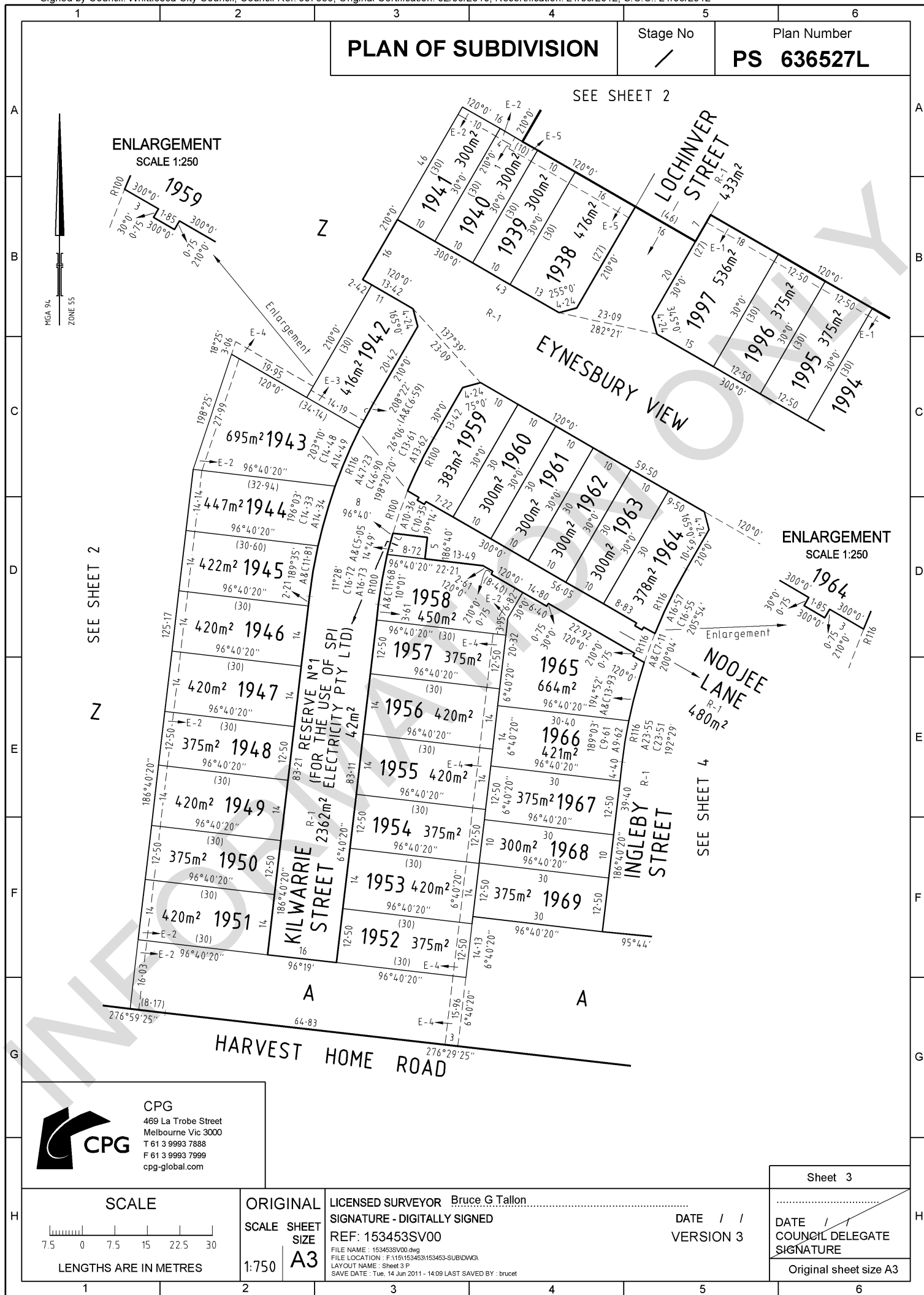
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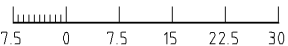
	PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION 1	Plan Number PS 636527L
<p>Location of Land</p> <p>Parish: WOLLERT</p> <p>Township:</p> <p>Section: 13</p> <p>Crown Allotment: 2 (PART)</p> <p>Crown Portion:</p> <p>Title References</p> <p>C/T Vol. 11338 Fol. 797</p> <p>Last Plan Reference:</p> <p style="padding-left: 40px;">Lot Y on PS 636523U</p> <p>Postal Address: 360 HARVEST HOME ROAD (At time of subdivision) WOLLERT 3750</p> <p>MGA Co-ordinates: E 323 555 (Of approx. centre of plan) N 5 834 555 Zone 55</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
ROAD R-1 RESERVE No. 1	WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD			
Notations				
Depth Limitations: 15 metres below the surface		Staging: This is not a staged subdivision Planning permit No.		
		<p>This is a SPEAR plan.</p> <p>Lots 1 to 1937 (both inclusive) have been omitted from this plan</p> <p>Survey: This plan is based on survey BP 2519K</p> <p>This survey has been connected to permanent mark no(s). 21, 22, 38, 40, 48, 123 & 165 in Proclaimed Survey Area no.</p>		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LRS use only
				Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Sewerage	2	PS 636523U	Land in PS 636523U
E-1	Sewerage	2	PS 636523U	Yarra Valley Water Limited
E-2	Sewerage	2	This Plan	Land in This Plan
E-2	Sewerage	2	This Plan	Yarra Valley Water Limited
E-3	Drainage	2	This Plan	Land in This Plan
E-4	Drainage & Sewerage	3	This Plan	Land in This Plan
E-4	Sewerage	3	This Plan	Yarra Valley Water Limited
E-5	Drainage & Sewerage	3	PS 636523U	Land in PS 636523U
E-5	Sewerage	3	PS 636523U	Yarra Valley Water Limited
E-6	Sewerage	2	This Plan	Land in This Plan
E-6	Sewerage	2	This Plan	Yarra Valley Water Limited
E-7	Sewerage	3	This Plan	Land in This Plan
E-7	Sewerage	3	This Plan	Yarra Valley Water Limited
				Received <input checked="" type="checkbox"/>
				Date: 27 / 03 / 2012
				LRS use only
				PLAN REGISTERED
				TIME 10:00am
				Date: 31 / 03 / 2012
				B Puniarangan Assistant Registrar of Titles.
AURORA ESTATE - STAGE 19B (60 LOTS)			AREA OF STAGE - 3.689ha	
			Sheet 1 of 6 Sheets	
 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>		<p>LICENSED SURVEYOR (PRINT) Bruce G Tallon</p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 153453SV00</p> <p>DATE / /</p> <p>VERSION 3</p> <p><small>FILE NAME : 153453SV00.dwg FILE LOCATION : F:\16\153453\153453-SUB\DWG LAYOUT NAME : Sheet 1 SAVE DATE : Tue, 14 Jun 2011 - 14:09 LAST SAVED BY : bruce</small></p>		<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>





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

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

SHEET SIZE

1:750 A3

LICENSED SURVEYOR Bruce G Tallon

SIGNATURE - DIGITALLY SIGNED

REF: 153453SV00

FILE NAME: 153453SV00.dwg

FILE LOCATION: F:\15153453\153453-SUB\DWG\A

LAYOUT NAME: Sheet 3 P

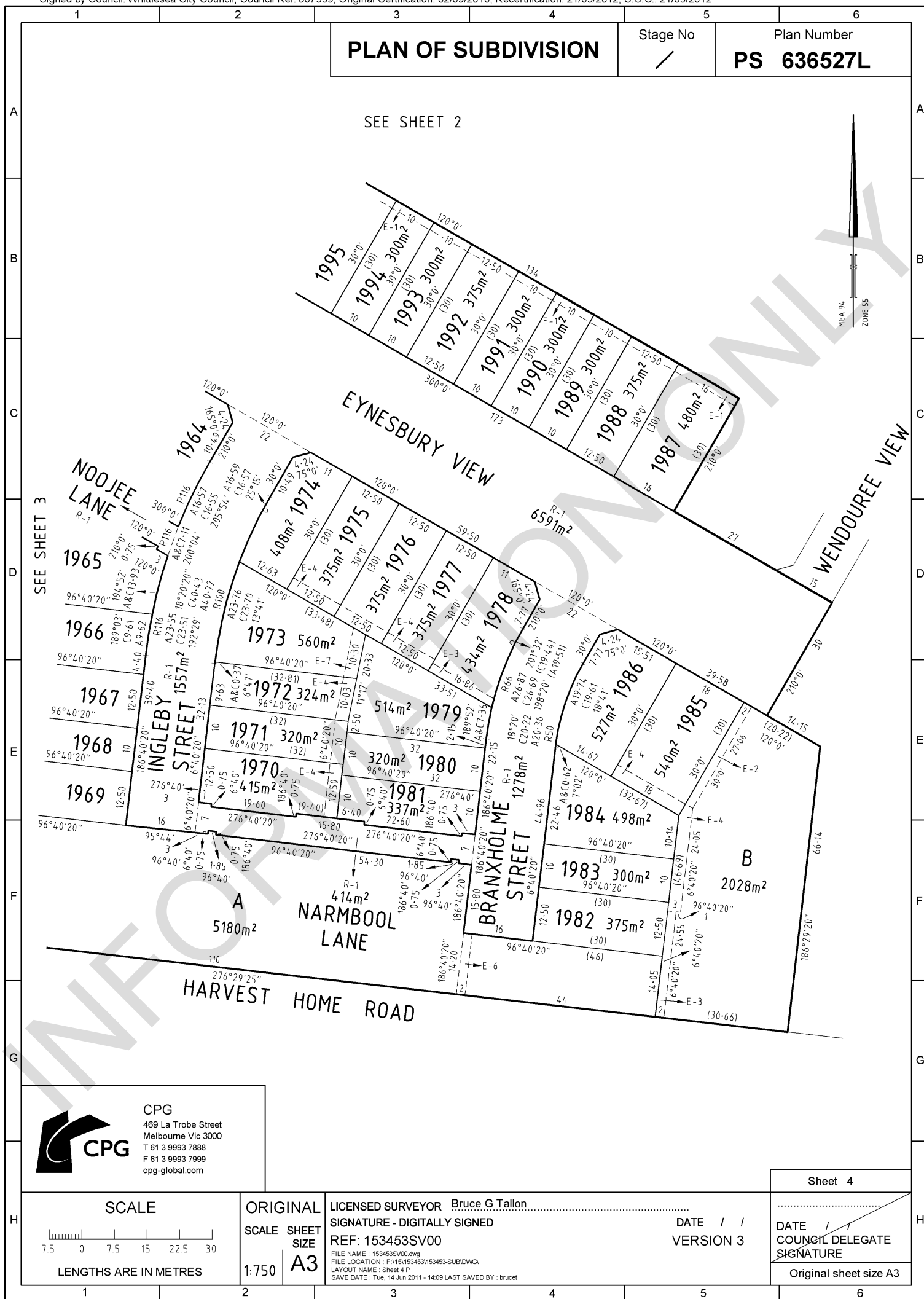
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Sheet 3

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PLAN OF SUBDIVISION			Stage No /	Plan Number PS 636527L																																																																																																																													
<p>CREATION OF RESTRICTION N°1</p> <p>UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED</p> <p>TABLE OF LAND BURDENED AND LAND BENEFITED</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">BURDENED LOT NO.</th> <th style="width: 25%;">BENEFITTED LOT NO.</th> <th style="width: 25%;">BURDENED LOT NO.</th> <th style="width: 25%;">BENEFITTED LOT NO.</th> </tr> </thead> <tbody> <tr><td>1938</td><td>1939</td><td>1968</td><td>1954, 1967, 1969</td></tr> <tr><td>1939</td><td>1938, 1940</td><td>1969</td><td>1953, 1954, 1968</td></tr> <tr><td>1940</td><td>1939, 1941</td><td>1970</td><td>1971, 1980, 1981</td></tr> <tr><td>1941</td><td>1940</td><td>1971</td><td>1970, 1972, 1979, 1980</td></tr> <tr><td>1942</td><td>1943</td><td>1972</td><td>1971, 1973, 1979</td></tr> <tr><td>1943</td><td>1942, 1944</td><td>1973</td><td>1972, 1974, 1975, 1976, 1979</td></tr> <tr><td>1944</td><td>1943, 1945</td><td>1974</td><td>1973, 1975</td></tr> <tr><td>1945</td><td>1944, 1946</td><td>1975</td><td>1973, 1974, 1976</td></tr> <tr><td>1946</td><td>1945, 1947</td><td>1976</td><td>1973, 1975, 1977, 1979</td></tr> <tr><td>1947</td><td>1946, 1948</td><td>1977</td><td>1976, 1978, 1979</td></tr> <tr><td>1948</td><td>1947, 1949</td><td>1978</td><td>1977, 1979</td></tr> <tr><td>1949</td><td>1948, 1950</td><td>1979</td><td>1971, 1972, 1973, 1976, 1977, 1978, 1980</td></tr> <tr><td>1950</td><td>1949, 1951</td><td>1980</td><td>1970, 1971, 1979, 1981</td></tr> <tr><td>1951</td><td>1950</td><td>1981</td><td>1970, 1980</td></tr> <tr><td>1952</td><td>1953</td><td>1982</td><td>1983</td></tr> <tr><td>1953</td><td>1952, 1954, 1969</td><td>1983</td><td>1982, 1984</td></tr> <tr><td>1954</td><td>1953, 1955, 1967, 1968, 1969</td><td>1984</td><td>1983, 1985, 1986</td></tr> <tr><td>1955</td><td>1954, 1956, 1966, 1967</td><td>1985</td><td>1984, 1986</td></tr> <tr><td>1956</td><td>1955, 1957, 1965, 1966</td><td>1986</td><td>1984, 1985</td></tr> <tr><td>1957</td><td>1956, 1958, 1965</td><td>1987</td><td>1988</td></tr> <tr><td>1958</td><td>1957, 1965</td><td>1988</td><td>1987, 1989</td></tr> <tr><td>1959</td><td>1960</td><td>1989</td><td>1988, 1990</td></tr> <tr><td>1960</td><td>1959, 1961</td><td>1990</td><td>1989, 1991</td></tr> <tr><td>1961</td><td>1960, 1962</td><td>1991</td><td>1990, 1992</td></tr> <tr><td>1962</td><td>1961, 1963</td><td>1992</td><td>1991, 1993</td></tr> <tr><td>1963</td><td>1962, 1964</td><td>1993</td><td>1992, 1994</td></tr> <tr><td>1964</td><td>1963</td><td>1994</td><td>1993, 1995</td></tr> <tr><td>1965</td><td>1956, 1957, 1958, 1966</td><td>1995</td><td>1994, 1996</td></tr> <tr><td>1966</td><td>1955, 1956, 1965, 1967</td><td>1996</td><td>1995, 1997</td></tr> <tr><td>1967</td><td>1954, 1955, 1966, 1968</td><td>1997</td><td>1996</td></tr> </tbody> </table>						BURDENED LOT NO.	BENEFITTED LOT NO.	BURDENED LOT NO.	BENEFITTED LOT NO.	1938	1939	1968	1954, 1967, 1969	1939	1938, 1940	1969	1953, 1954, 1968	1940	1939, 1941	1970	1971, 1980, 1981	1941	1940	1971	1970, 1972, 1979, 1980	1942	1943	1972	1971, 1973, 1979	1943	1942, 1944	1973	1972, 1974, 1975, 1976, 1979	1944	1943, 1945	1974	1973, 1975	1945	1944, 1946	1975	1973, 1974, 1976	1946	1945, 1947	1976	1973, 1975, 1977, 1979	1947	1946, 1948	1977	1976, 1978, 1979	1948	1947, 1949	1978	1977, 1979	1949	1948, 1950	1979	1971, 1972, 1973, 1976, 1977, 1978, 1980	1950	1949, 1951	1980	1970, 1971, 1979, 1981	1951	1950	1981	1970, 1980	1952	1953	1982	1983	1953	1952, 1954, 1969	1983	1982, 1984	1954	1953, 1955, 1967, 1968, 1969	1984	1983, 1985, 1986	1955	1954, 1956, 1966, 1967	1985	1984, 1986	1956	1955, 1957, 1965, 1966	1986	1984, 1985	1957	1956, 1958, 1965	1987	1988	1958	1957, 1965	1988	1987, 1989	1959	1960	1989	1988, 1990	1960	1959, 1961	1990	1989, 1991	1961	1960, 1962	1991	1990, 1992	1962	1961, 1963	1992	1991, 1993	1963	1962, 1964	1993	1992, 1994	1964	1963	1994	1993, 1995	1965	1956, 1957, 1958, 1966	1995	1994, 1996	1966	1955, 1956, 1965, 1967	1996	1995, 1997	1967	1954, 1955, 1966, 1968	1997	1996
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<p>DESCRIPTION OF RESTRICTION</p> <p>1. THE OWNER OF A BURDENED LOT MUST NOT DEVELOP THE BURDENED LOT OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPE CONTAINED WITHIN THE APPROVED AURORA SECTION D DEVELOPMENT PLAN, STAGE 19B. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS TEN YEARS AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT. THE APPROVED BUILDING ENVELOPE IS ATTACHED TO THE MEMORANDUM OF COMMON PROVISIONS LODGED AT LAND REGISTRY IN DEALING NUMBER AA1798</p> <p>2. THE OWNER OF A BURDENED LOT MUST NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS FIRST APPROVED BY THE RESPONSIBLE AUTHORITY ON SUCH TERMS AND CONDITIONS AS THE RESPONSIBLE AUTHORITY THINKS FIT.</p> <p>3. THE OWNER OF A BURDENED LOT MUST NOT ERECT OR CONSTRUCT ANY BUILDING OR BUILDINGS ON THE BURDENED LOT UNLESS THE PLANS FOR SUCH BUILDING OR BUILDINGS HAVE FIRST BEEN APPROVED BY VICURBAN (SUCH APPROVAL TO BE NOTED BY AN ENDORSEMENT BY VICURBAN ON THE PLANS) AND A BUILDING PERMIT HAS BEEN ISSUED. THIS RESTRICTION APPLIES TO THE BURDENED LOT FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS ONE YEAR AFTER THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE <i>BUILDING ACT 1993</i> (VIC) IN RESPECT OF THE BURDENED LOT.</p>																																																																																																																																	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 20%;">  <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p> </div> <div style="width: 60%;"> <p>ORIGINAL</p> <p>SCALE SHEET SIZE A3</p> </div> <div style="width: 30%;"> <p>LICENSED SURVEYOR Bruce G Tallon</p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 153453SV00</p> <p><small>FILE NAME : 153453SV00.dwg FILE LOCATION : F:\15\153453\153453-SUB\DWG\ LAYOUT NAME : Sheet 5 SAVE DATE : Tue, 14 Jun 2011 - 14:09 LAST SAVED BY : brucet</small></p> </div> </div>																																																																																																																																	
<p>DATE / /</p> <p>VERSION 3</p>				<p>Sheet 5</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>																																																																																																																													
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1	2	3	4	5	6
PLAN OF SUBDIVISION			Stage No /	Plan Number PS 636527L	
CREATION OF RESTRICTION N°2					
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED					
<u>LAND TO BE BURDENED:</u>		LOTS 1938 - 1997 (ALL INCLUSIVE) ON THIS PLAN OF SUBDIVISION			
<u>LAND TO BENEFIT:</u>		LOT 1936 ON PS 636523U			
DESCRIPTION OF RESTRICTION					
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF A BURDENED LOT:					
1. SHALL NOT DEVELOP A BURDENED LOT, PERMIT A BURDENED LOT TO BE DEVELOPED OR PERMIT A BURDENED LOT TO REMAIN DEVELOPED, OTHER THAN IN ACCORDANCE WITH THE <i>VICURBAN FIBRE TO THE HOME BUILDING GUIDELINES</i> .					
2. MUST NOT OCCUPY A DWELLING ON A BURDENED LOT AND MUST NOT OBTAIN OR PROCURE AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) FOR A DWELLING ON A BURDENED LOT, PRIOR TO VICURBAN ISSUING A <i>FIBRE TO THE HOME COMPLIANCE CERTIFICATE</i> IN RESPECT OF THE DWELLING ON THE BURDENED LOT.					
THIS RESTRICTION APPLIES FOR THE PERIOD FROM THE DATE OF REGISTRATION OF THIS PLAN OF SUBDIVISION UNTIL THE DATE THAT IS 10 YEARS AFTER THE ISSUING OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (VIC) IN RESPECT OF THE DWELLING ON THE BURDENED LOT.					
 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>					
ORIGINAL		LICENSED SURVEYOR Bruce G Tallon		Sheet 6	
SCALE		SIGNATURE - DIGITALLY SIGNED		DATE / /	
SHEET SIZE		REF: 153453SV00		DATE / /	
A3		<small>FILE NAME : 153453SV00.dwg FILE LOCATION : F:\15\153453\153453-SUB\DWG\ LAYOUT NAME : Sheet 6 SAVE DATE : Tue, 14 Jun 2011 - 14:09 LAST SAVED BY : brucet</small>		COUNCIL DELEGATE SIGNATURE	
				Original sheet size A3	
1	2	3	4	5	6

**Plan of Subdivision PS636527L
Certifying a New Version of an
Existing Plan with Statement of
Compliance (Form 22)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S008230T

Plan Number: PS636527L

Council Name: Whittlesea City Council

Council Reference Number 1: 607339

Surveyor's Plan Version: 3

Certification

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

Date of original certification under section 6: 02/09/2010

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:

21/03/2012

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Form 18

Section 181

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

Planning and Environment Act 1987

AF771740P



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" ^{being part of lots 1 & 2 on PS 518235K} and more particularly being the area shown as hatched on the attached plan marked "B" ^{being part of lot 1 on PS 518235K} and part of Volume 10673 Folios 806 and 807 and more particularly being the area shown as hatched on the attached plan marked "C".

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

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

A copy of the agreement is attached to this application

Signature for the Authority:

[Handwritten Signature]

2

Name of officer:

DAVID TURNBULL

Office held:

CEO

Date:

14/3/08

AF771740P

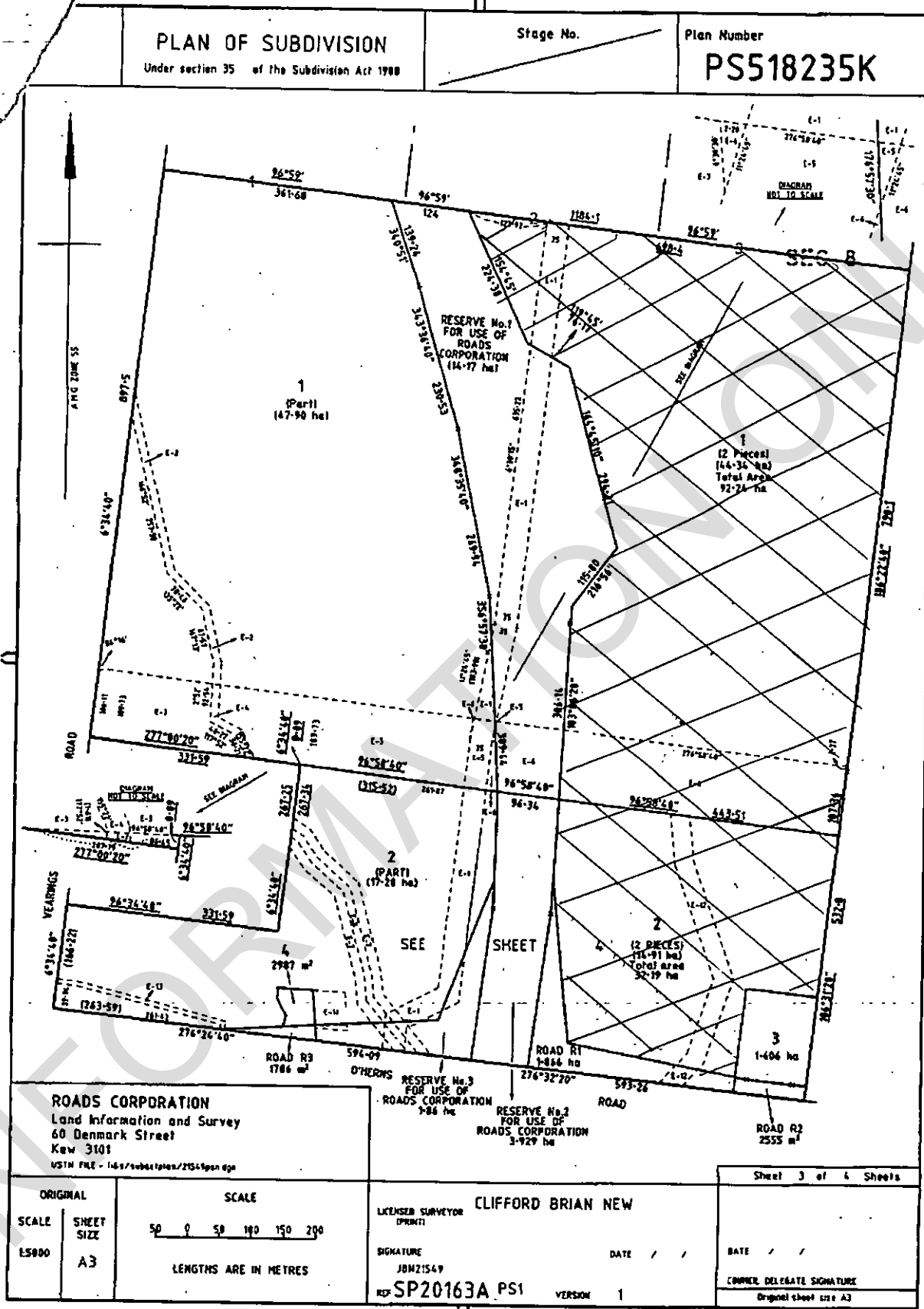
10/04/2008 \$187

173



"A"

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



AF771740P

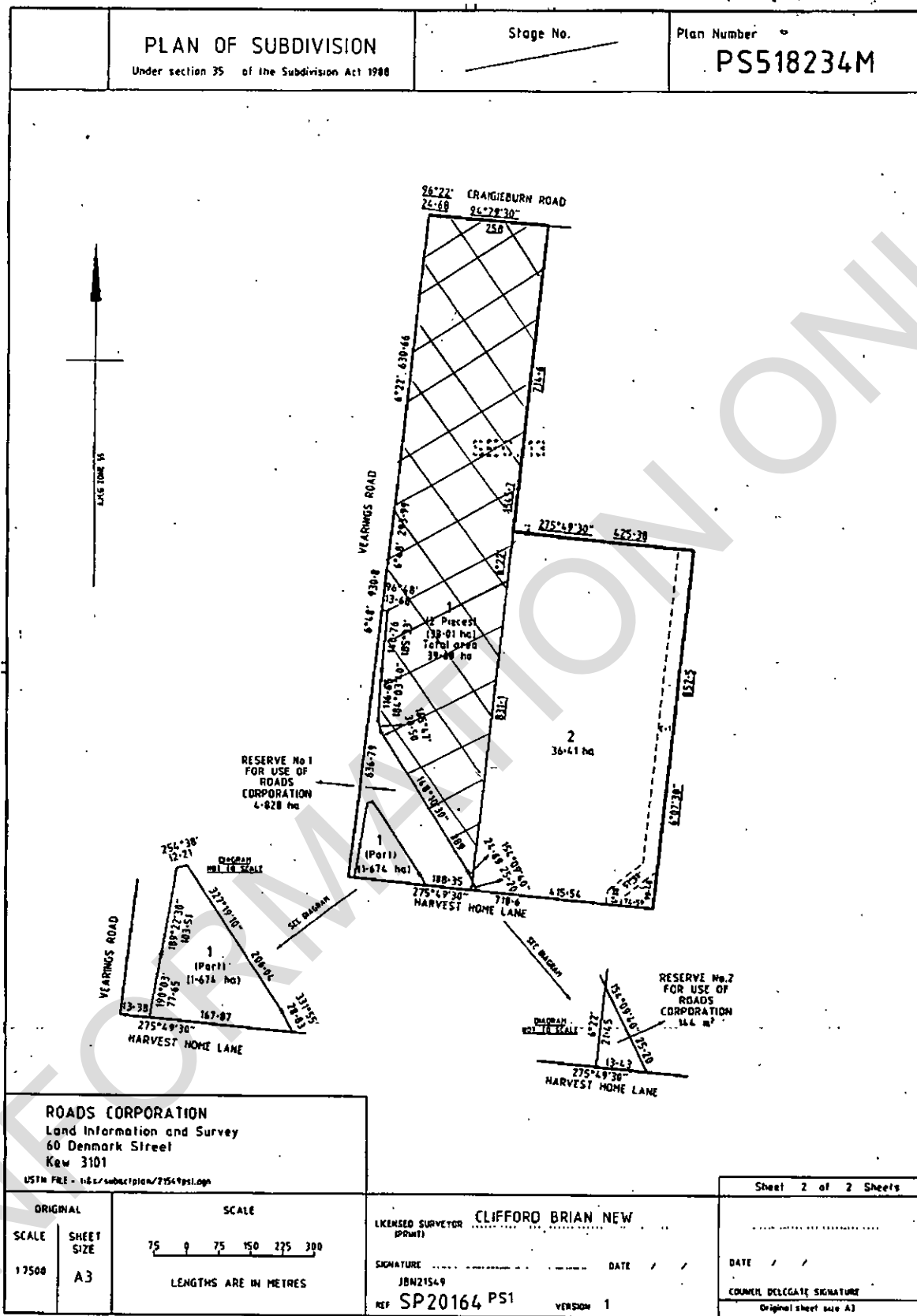
10/04/2008 \$187 173



View Image

"B"

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



AF771740P

10/04/2008 \$187 173



"C"

<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>		<h2 style="margin: 0;">EDITION</h2>	
<p>Location of Land</p> <p>Parish: WOLLERT</p> <p>Township: -</p> <p>Section: 8</p> <p>Crown Allotment: -</p> <p>Crown Portion: 4</p> <p>Title References</p> <p>C/T VOL 10673 FOL 806 VOL 10673 FOL 807</p> <p>Last Plan Reference: TP813147X</p> <p>Postal Address: 365 HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076</p> <p>MGA Co-ordinates E 323765 (Of approx. centre of plan) N 5833875 Zone 55</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: Whittlesea City Council Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <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>	
		<p>LR use only</p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input type="checkbox"/></p> <p>Date: / /</p> <p>LR use only</p> <p>PLAN REGISTERED TIME</p> <p>Date: / /</p> <p>Assistant Registrar of Titles.</p> <p style="text-align: center;">Notations</p> <p>Depth Limitations: NIL</p> <p>Survey: This plan is not based on survey.</p> <p>This survey has been connected to permanent marks no(s) -</p> <p>In Proclaimed Survey Area no -</p>	
<p>Easement Information</p>			
<p>Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>			
Easement Reference	Purpose	Width (Metres)	Origin
A-1	Carriageway	6.40	Vol 5750 Fol 826
E-1	Sewerage	See Diag	This Plan
E-2	Powerline	14	This Plan - Sect 88 of the Electricity Industry Act 2000
E-3	Electricity Supply	1.50	This Plan
Land Benefitted/in Favour Of			
Land in Vol. 5750 Fol. 826			
Lot A in this plan			
TXU Electricity Ltd			
Lot A in this plan			

**ENLARGEMENT
NOT TO SCALE**

HARVEST HOME ROAD

O'HERNS ROAD

coomes consulting

Coomes Consulting Group Pty Ltd
contact@coomes.com.au coomes.com.au

24 Albert Road PO Box 305 South Melbourne Victoria 3205
T 81 3 9983 7858 F 81 3 9982 7859

SCALE

100 0 100 200 300 400

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:10000 A3

LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy

SIGNATURE

REF: 3604-24

VERSION 3

FILE NAME: 3604p2.dwg
FILE LOCATION: P:\PROJ\Subdivisions\3604-24\3604-24 SUBDIVISION.dwg
LAYOUT NAME: Layout1
SAVE DATE: Thu, 27 May 2009 10:32 LAST SAVED BY:

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Sheet 1 of 1 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



Maddocks

Date **2 Nov** /2007

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10/04/2008 \$187 173



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

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Aurora Estate

Purpose: Development Levies

Whittlesea City Council

and

Victorian Urban Development Authority

Interstate office
Sydney

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

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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.

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3.5 Non-Road Projects

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

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

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

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

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

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

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

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

3.5.8 The Owner agrees that:

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

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



4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN

The parties agree that:

4.1 Adjustment of costs

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

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

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

4.2 Review of Development Contributions Plan

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

5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

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



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

6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

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



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

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

7. FURTHER OBLIGATIONS OF THE OWNER

7.1 Notice and Registration

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

7.2 Further actions

The Owner further covenants and agrees that:

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

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

7.3 Council's Costs to be Paid

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

8. AGREEMENT UNDER SECTION 173 OF THE ACT

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

9. OWNER'S WARRANTIES

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

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10. SUCCESSORS IN TITLE

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

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

11. GENERAL MATTERS

11.1 Notices

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

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

11.3 No Waiver

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

11.4 Severability

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



11.5 No Fettering of Council's Powers

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

11.6 Penalty for late payment

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

11.7 Lower order infrastructure

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

12. GOODS AND SERVICES TAX

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

13. COMMENCEMENT OF AGREEMENT

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

14. ENDING OF AGREEMENT

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

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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

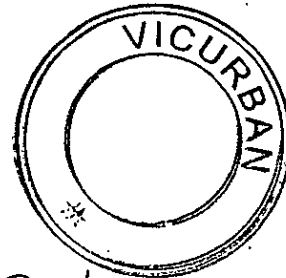
.....

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

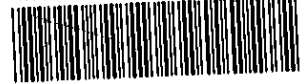


Schedule 1

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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

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

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

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

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





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

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

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ **944,000**

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

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

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

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

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

CLIENT: VicUrban

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

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

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

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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10/04/2008 - \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 430,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187

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

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 840,000

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

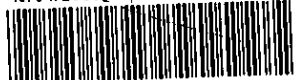
ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works and External Services				
	Site preparation & demolition	ITEM			20,000
	Roads, footpaths and paved areas	ITEM			24,000
	Boundary walls, fences and gates	ITEM			16,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements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

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

(Fixed Price Contract - November 2005)

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10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

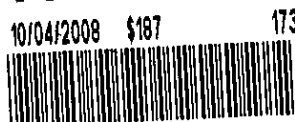
PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 18,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 7,000
CONTRACT CONTINGENCY	2.50 %	\$ 9,000
PROFESSIONAL FEES	11.00 %	\$ 43,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 430,000

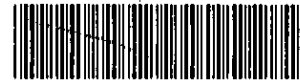
(Fixed Price Contract - November 2005)

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL		\$ 1,863,000
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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

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

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ **262,000**

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

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

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

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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 P-6 SINGLE COURT SCHOOL GYMNASIUM**

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,789,000

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 2,200,000

(Fixed Price Contract - November 2005)

AF771740P

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

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

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

CLIENT: VicUrban

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

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 1,670,000

(Fixed Price Contract - November 2005)

AF771740P

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 CAC (General Focus)**

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

CLIENT: VicUrban

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 750,000

10/04/2008 \$187

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

CLIENT: VicUrban

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

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

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

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 1,670,000

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

SUB-TOTAL \$ 1,374,000

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

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 1,690,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187

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

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

CLIENT: VicUrban

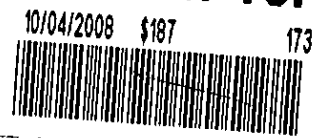
ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Core CAC: Generated by Neighbourhood Demand				
	Entry				
	Entry (FECA) M2	35	1,700	59,500	
	Coordinators storage (FECA) M2	6	1,100	6,600	
	Coordinators offices (FECA) M2	32	1,750	56,000	
	Offices for NGO's (FECA) M2	40	1,750	70,000	
	Main Hall			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

AF771740P

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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.

Date of issue
05/12/2024

Assessment No.
829556

Certificate No.
167322

Your reference
75153931-015-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 33 Eynesbury View WOLLERT 3750

Description: LOT: 1940 PS: 636527L

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$550,000	\$310,000	\$27,500

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,287.98
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$47.85
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 05/12/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$845.73

Balance of rates & charges due: \$842.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$842.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

  **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **829556**



Phone 1300 301 185
Ref **829556**



Biller Code **5157**
Ref **829556**

4th December 2024

Melbourne Real Estate Conveyancing C/- InfoTrack (
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

RE: Application for Water Information Statement

Property Address:	33 EYNESBURY VIEW WOLLERT 3750
Applicant	Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA
Information Statement	30904283
Conveyancing Account Number	7959580000
Your Reference	396012

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	33 EYNESBURY VIEW WOLLERT 3750
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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)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

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

Melbourne Water Property Information Statement

Property Address	33 EYNESBURY VIEW WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

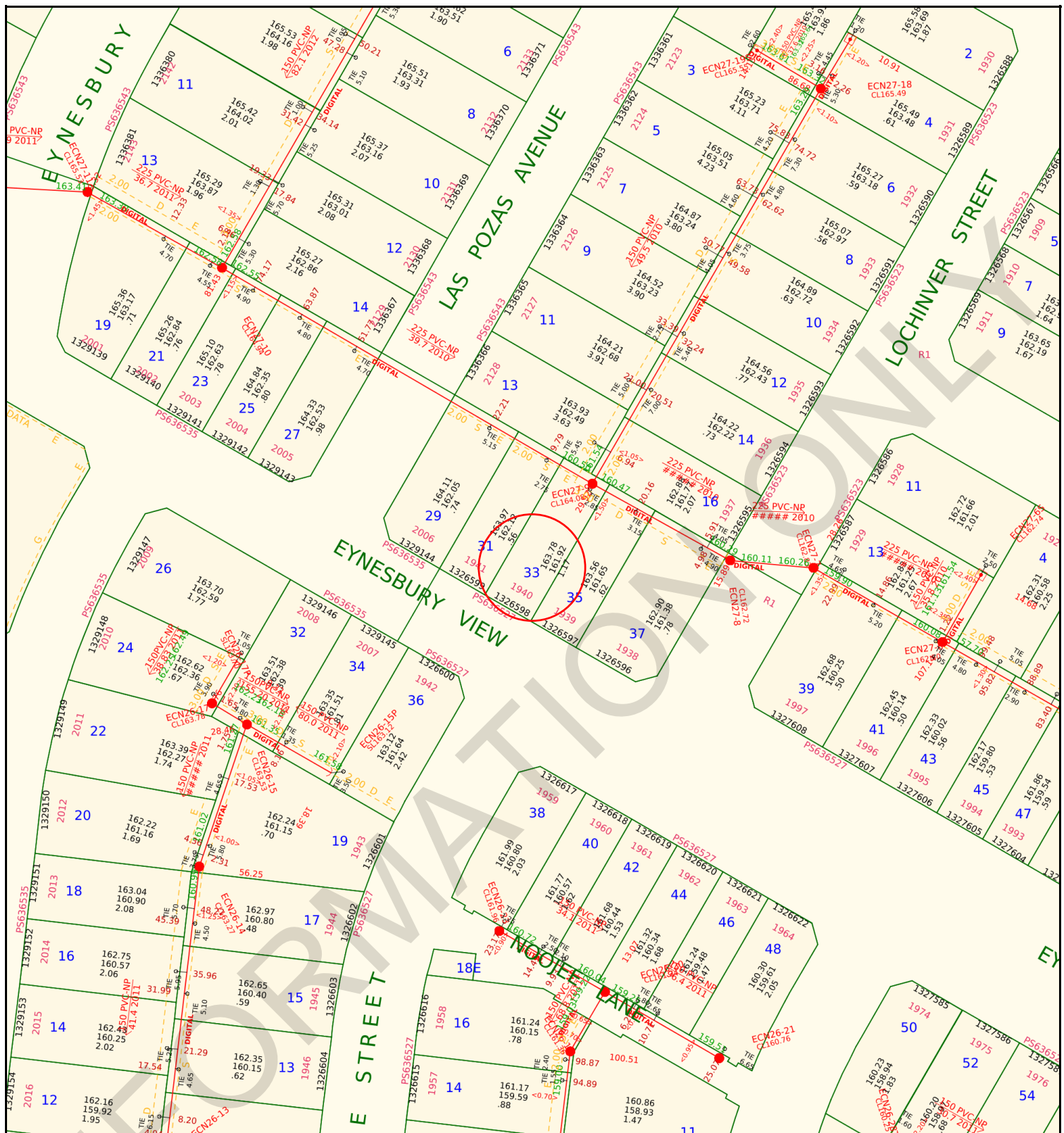
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water **Information Statement** **Number: 30904283**

Address	33 EYNESBURY VIEW WOLLERT 3750
Date	04/12/2024
Scale	1:1000



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

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3533255081
Rate Certificate No: 30904283

Date of Issue: 04/12/2024
Your Ref: 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 EYNESBURY VIEW, WOLLERT VIC 3750	1940\PS636527	5049021	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$0.00
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$0.00
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

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

Property No: 5049021

Address: 33 EYNESBURY VIEW, WOLLERT VIC 3750

Water Information Statement Number: 30904283

HOW TO PAY



Billers Code: 314567
Ref: 35332550818

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

14th July 2017

Cedric Yeo
Australian Pool Permits
care of
cedric@auspoolpermits.com.au

Dear Cedric Yeo,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	261677
Property Address	33 EYNESBURY VIEW WOLLERT 3750
Service Location ID	5049021

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

As the shed is a lightweight structure Yarra Valley Water believe the shed poses minimal risk on the access and structure of the sewer main. Due to this Yarra Valley Water grant dispensation for the shed to be built over the sewer main. However it must be noted in the case of an emergency, Yarra Valley Water may require dismantling the shed at the property owner's cost, without reinstatement.

Furthermore, Yarra Valley Water believe the spa to have minimal impact on the access and structure of the sewer main as it is portable and has a vertical clearance greater than 600mm from the outside edge of the sewer main. However it must be noted that in the case of an emergency the spa will need to be moved and the owner will be responsible for the emptying and refilling of swimming pool. This must comply with the current water restrictions in place.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *	
Carports & Sheds that are less than 10 square metres	<ul style="list-style-type: none"> can build over the sewer main and 600mm horizontal and vertical clearance is required
Swimming Pools, Spas, Saunas and Basements including and Pumps and Pipework	<ul style="list-style-type: none"> can build over the sewer main and 600mm vertical clearance is required
Swimming pool fence and or fence.	<ul style="list-style-type: none"> must be easily removed if required and place no additional load on Yarra Valley Water assets

* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley'.

John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any garages, carports and sheds that are less than 10 square metres in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure

For structures adjacent to the sewer asset the following conditions apply.

2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Pad footings/foundations are permitted.
4. Where pad footings are not structurally acceptable, footings/foundations must extend a minimum depth to the angle of repose to the invert level of the sewer main to ensure that no additional load will be placed on the sewer main by the structure.
5. Driven Piles are not permitted.
6. 24 hour unobstructed access is required.

For structures traversing the sewer main, the following additional conditions apply

7. Foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance.
8. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
9. Height clearance is required, unless the structure is demountable. The height clearance is taken to be the height of the walls.
10. A structurally independent roof must be provided when attached to another structure. Engineers plans must be submitted showing the independence of the roof.

For any above ground swimming pools/ spas and saunas including any pumps and pipework in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

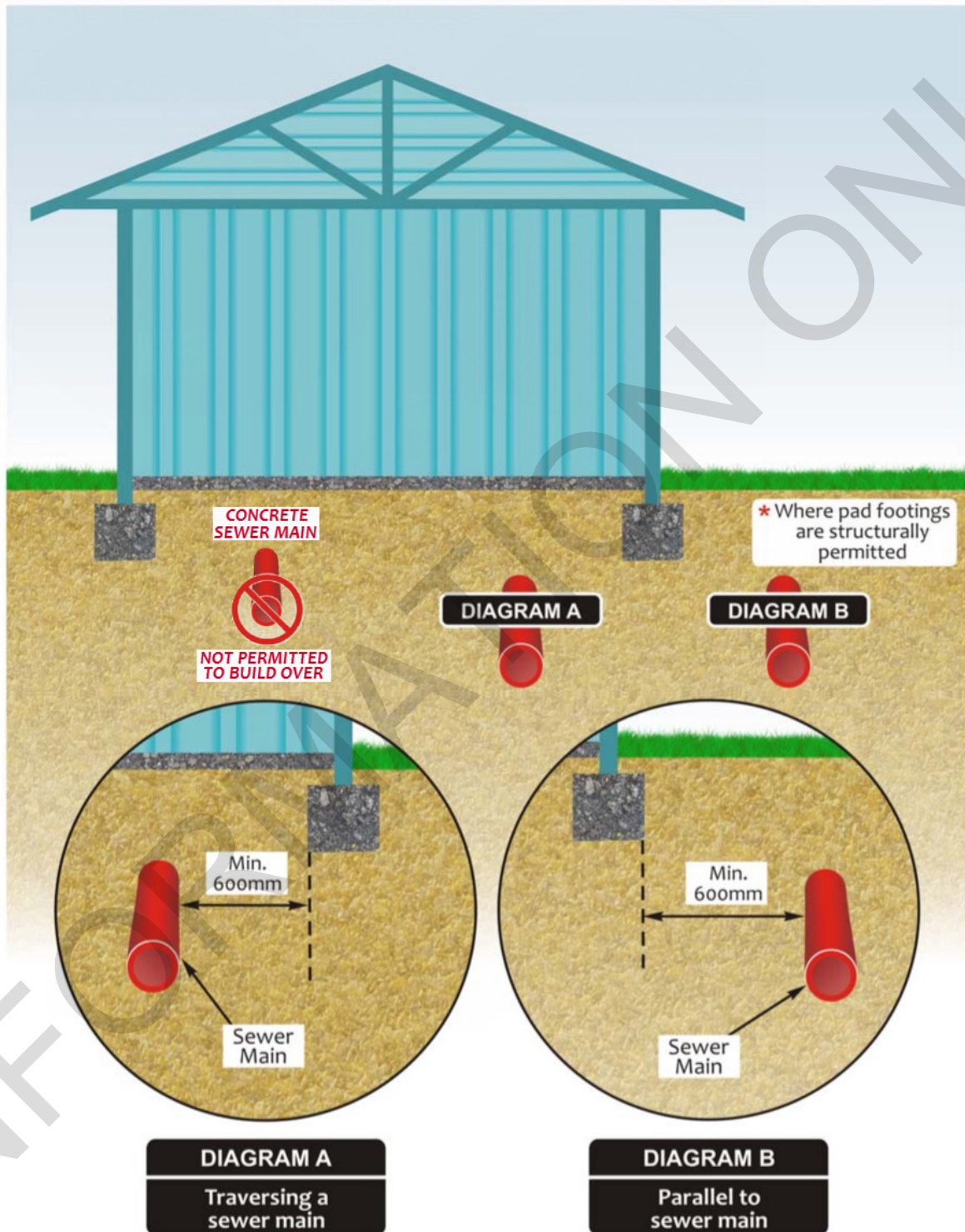
1. Refer to attached plan 'G' or 'H' for this structure.
2. The proposed structure can be built over the sewer main. A minimum 600 mm vertical clearance over the sewer main is required.

For any swimming pool fences and or fences in the vicinity of a sewer main, the following apply:

1. The swimming pool fence and or fence if required can be easily removed.
2. No additional load to be placed on the sewer.

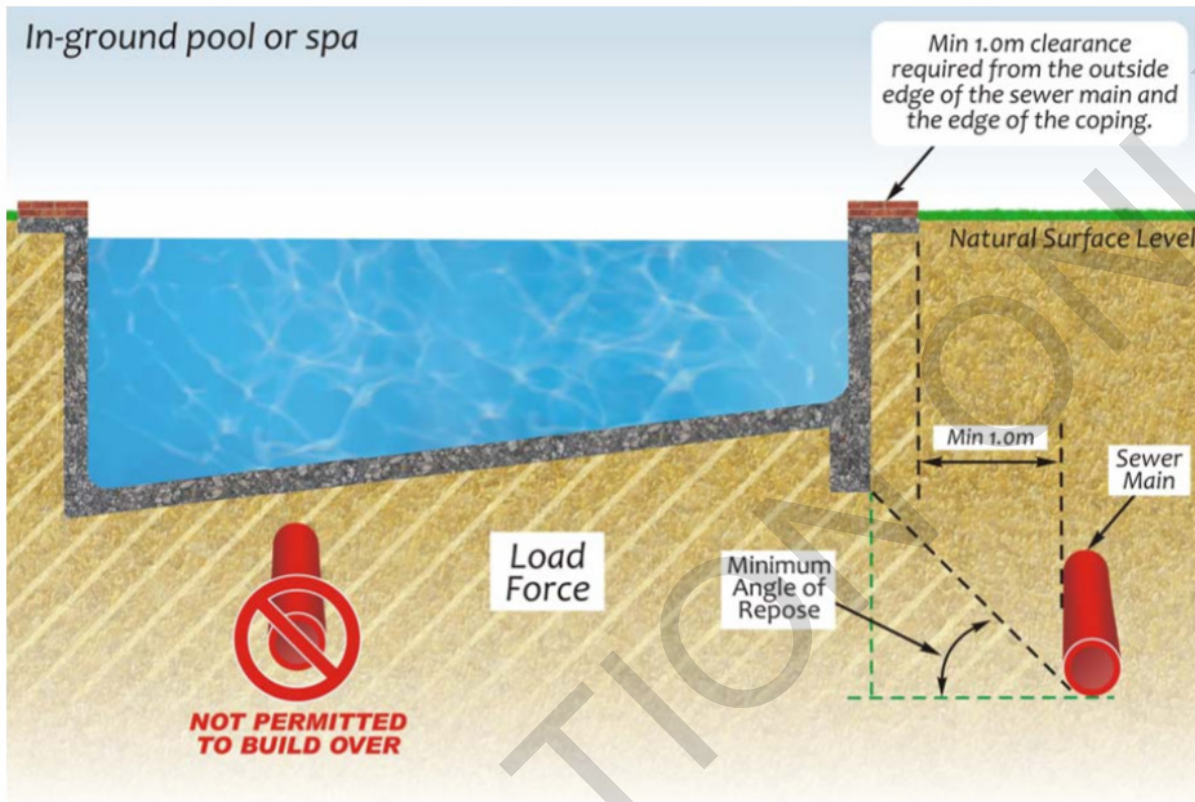
GARAGES, CARPORTS AND SHEDS FOR SEWER MAINS LESS THAN 3.5 METRES DEEP AND CONCRETE SEWER MAINS

ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED

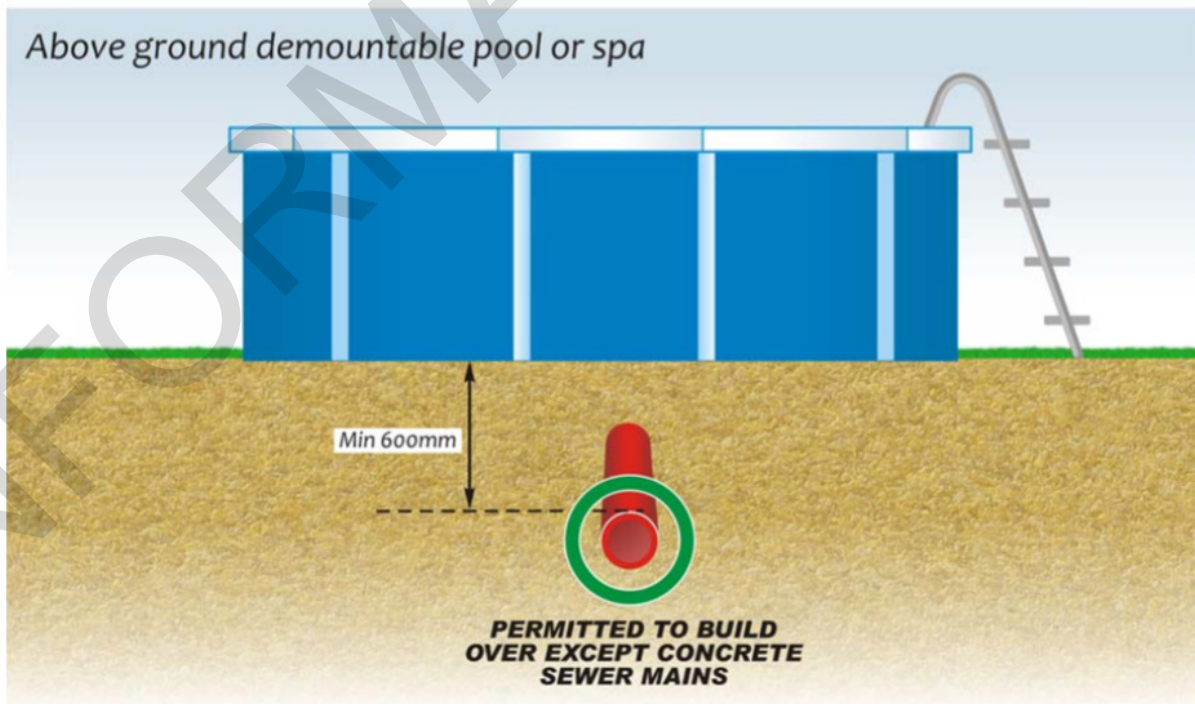


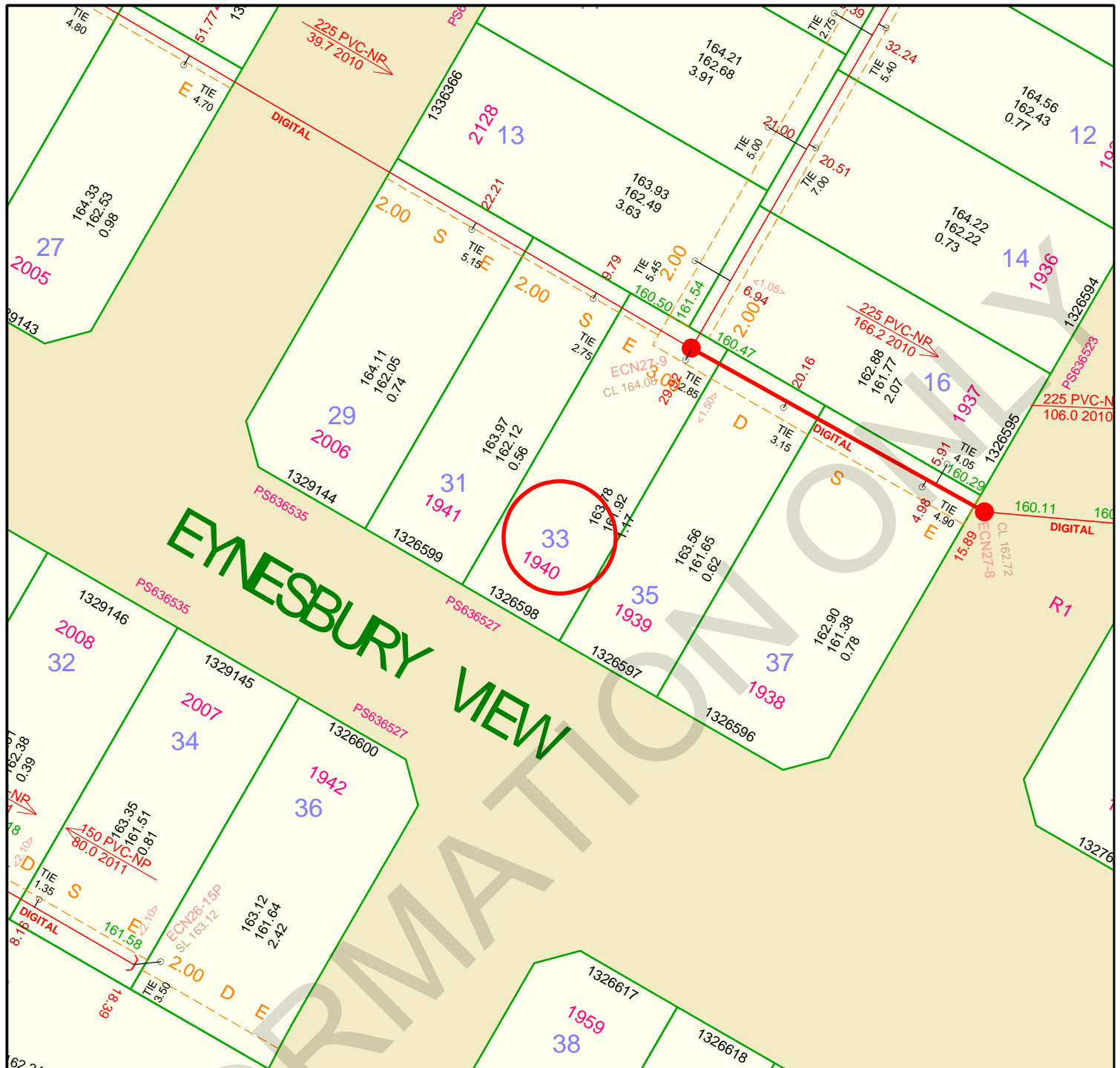
POOLS AND SPA'S

POOLS AND SPA'S



Note: Engineer's report must be provided stating that **NO ADDITIONAL LOAD** will be placed on the sewer main by the swimming pool.





Address 33 EYNESBURY VIEW WOLLERT 3750

Yarra Valley Water Sewerage Depth Offset Asset Map

Date	14/07/2017
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

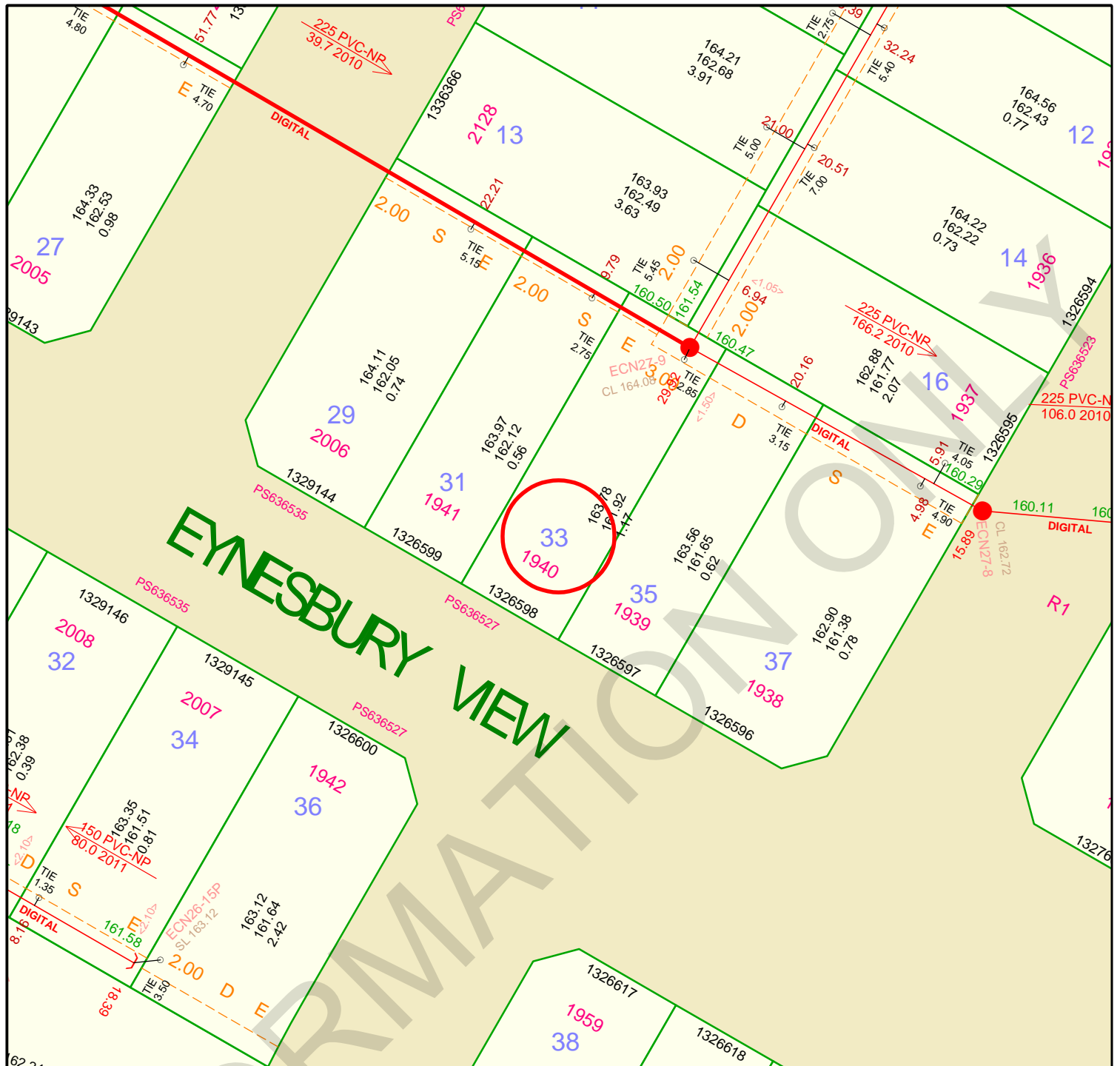
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: PVC-NP
Average Depth (m): 3.02
Branch Length (m): 1.17

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5049021



Address 33 EYNESBURY VIEW WOLLERT 3750

Yarra Valley Water Sewerage Depth Offset Asset Map

Date	14/07/2017
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

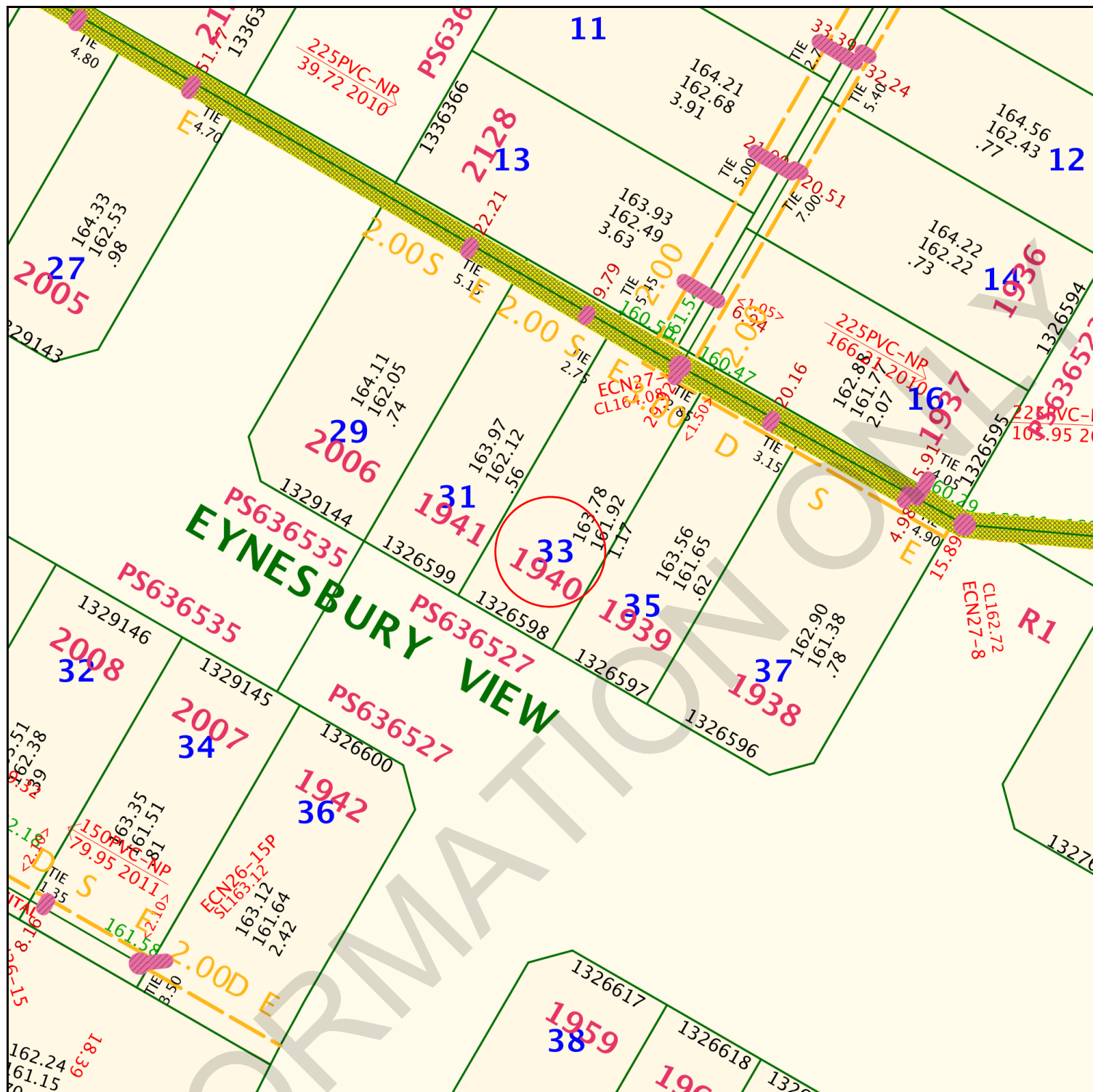
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 225
Pipe Material: PVC-NP
Average Depth (m): 2.99
Branch Length (m): 1.17

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
 If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 5049021



Yarra Valley Water

Build Over Plan Reference: Plan A

General Structures

Address 33 EYNESBURY VIEW WOLLERT 3750

Date 14/07/2017

Scale 1:500



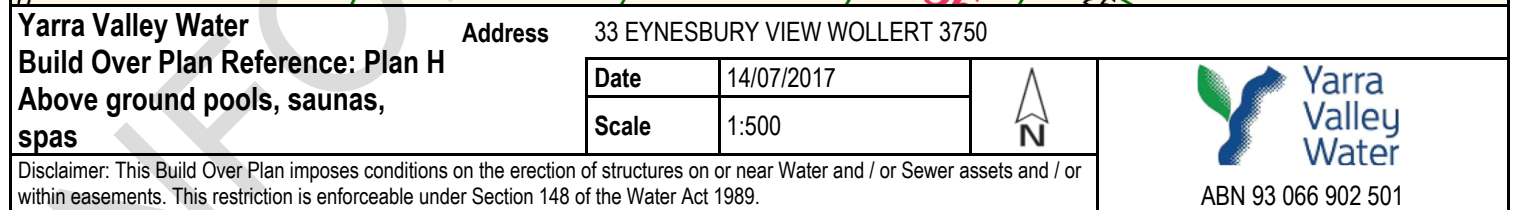
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 261677

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.



This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Property Clearance Certificate

Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3158AJ
Certificate No:	81019270
Issue Date:	04 DEC 2024
Enquiries:	ESYSPROD

Land Address: 33 EYNESBURY VIEW WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39695305	1940	636527	11342	689	\$0.00

Vendor: ANTHONY ISHKAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ANTHONY ISHKAN	2024	\$320,000	\$0.00	\$0.00	\$0.00


Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$525,000
SITE VALUE:	\$320,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 81019270

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,410.00

Taxable Value = \$320,000

Calculated as \$1,350 plus (\$320,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 81019270

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 81019270

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3158AJ
Certificate No:	81019270
Issue Date:	04 DEC 2024
Enquires:	ESYSPROD

Land Address: 33 EYNESBURY VIEW WOLLERT VIC 3750					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
39695305	1940	636527	11342	689	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$525,000
SITE VALUE:	\$320,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81019270

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3158AJ
Certificate No:	81019270
Issue Date:	04 DEC 2024

Land Address: 33 EYNESBURY VIEW WOLLERT VIC 3750

Lot	Plan	Volume	Folio
1940	636527	11342	689

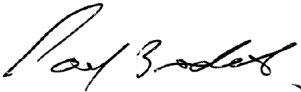
Vendor: ANTHONY ISHKAN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00


Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 81019270

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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


Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<div><div>BPAY</div><div></div><div>Billers Code: 416073 Ref: 81019275</div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div></div><div>Ref: 81019275</div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Harcourts Rata & Co
337-339 Settlement Road,
Thomastown, VIC 3074

P: 03 9465 7766
E: info@rataandco.com.au
ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

33 Eynesbury View, WOLLERT VIC 3750

This agreement is between **Anthony Ishkan**
and **Usman Ahmad Khan, Ayesha Noor, Umer Farooq Khan.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Tue 07/05/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

33 Eynesbury View, WOLLERT VIC

Postcode 3750

3. Rental provider details

Full name or company
name of rental
provider

Anthony Ishkan

Address (if no agent is
acting for the rental
provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

rentals.support11@rataandco.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

End date

(this is the date the agreement starts
and you may move in)



Periodic agreement
(monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1629.00"/>		
To be paid per	<input type="checkbox"/> week	<input type="checkbox"/> fortnight	<input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="13th day of each month"/>		
Date first rent payment due	<input type="text" value="Sat 13/04/2024"/>		
The rent will be increasing to	<input type="text" value="\$1912.00"/>	per month	from <input type="text" value="Thu 13/06/2024"/>

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1629"/>
Bond lodgement date	<input type="text" value="Fri 13/08/2021"/>
Bond Lodgement No.	<input type="text" value="15123387"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input checked="" type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay <input type="text"/>					

Payment details (if applicable)

BILLER CODE: 4481
BPAY REF: 49881618

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☒ Yes

Elisabeth Landayan: rentals.support11@rataandco.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Usman Ahmad Khan: xxxxx@xxxxx.com

☐ No

Renter 2 ☒ Yes

Ayesha Noor: xxxxx@xxxxx.com

☐ No

Renter 3 ☒ Yes

Umer Farooq Khan: xxxxx@xxxxx.com

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☒ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Anthony Ishkan**



Signed at Tue, 07/05/2024 19:03

Renter(s)

Renter 1: **Usman Ahmad Khan**



Signed at Fri, 19/04/2024 09:48

Renter 2: **Ayesha Noor**



Signed at Mon, 22/04/2024 10:03

Renter 3: **Umer Farooq Khan**



Signed at Tue, 07/05/2024 18:30

AUDIT TRAIL

Usman Ahmad Khan (Renter)

Mon, 15/04/2024 16:59 - Invite sent to Usman Ahmad Khan

Wed, 17/04/2024 07:24 - Usman Ahmad Khan clicked 'start' button to view the Residential Rental Agreement

Wed, 17/04/2024 17:01 - Reminder email sent to Usman Ahmad Khan. *(email subject: 5 days remaining until deadline for Residential Rental Agreement | 33 Eynesbury View, WOLLERT VIC 3750 | Renter)*

Fri, 19/04/2024 09:45 - Usman Ahmad Khan clicked 'start' button to view the Residential Rental Agreement

Fri, 19/04/2024 09:47 - Usman Ahmad Khan submitted the Residential Rental Agreement

Ayesha Noor (Renter)

Mon, 22/04/2024 10:01 - Ayesha Noor clicked 'start' button to view the Residential Rental Agreement

Mon, 22/04/2024 10:03 - Ayesha Noor stamped saved signature the Residential Rental Agreement

Mon, 22/04/2024 10:03 - Ayesha Noor submitted the Residential Rental Agreement

Umer Farooq Khan (Renter)

Mon, 06/05/2024 13:00 - Umer Farooq Khan clicked 'start' button to view the Residential Rental Agreement

Tue, 07/05/2024 18:30 - Umer Farooq Khan clicked 'start' button to view the Residential Rental Agreement

Tue, 07/05/2024 18:30 - Umer Farooq Khan stamped saved signature the Residential Rental Agreement

Tue, 07/05/2024 18:30 - Umer Farooq Khan submitted the Residential Rental Agreement

Anthony Ishkan (Rental Provider)

Tue, 07/05/2024 18:54 - Anthony Ishkan clicked 'start' button to view the Residential Rental Agreement

Tue, 07/05/2024 19:03 - Anthony Ishkan stamped saved signature the Residential Rental Agreement

Tue, 07/05/2024 19:03 - Anthony Ishkan submitted the Residential Rental Agreement

AGREEMENT END

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1093626

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

ISHKAN, ANTHONY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 1940 PLAN PS636527 ALSO KNOWN AS 33 EYNESBURY VIEW WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE 4
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 23
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

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

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

04 December 2024

Sonya Kilkeny
Minister for Planning

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

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

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

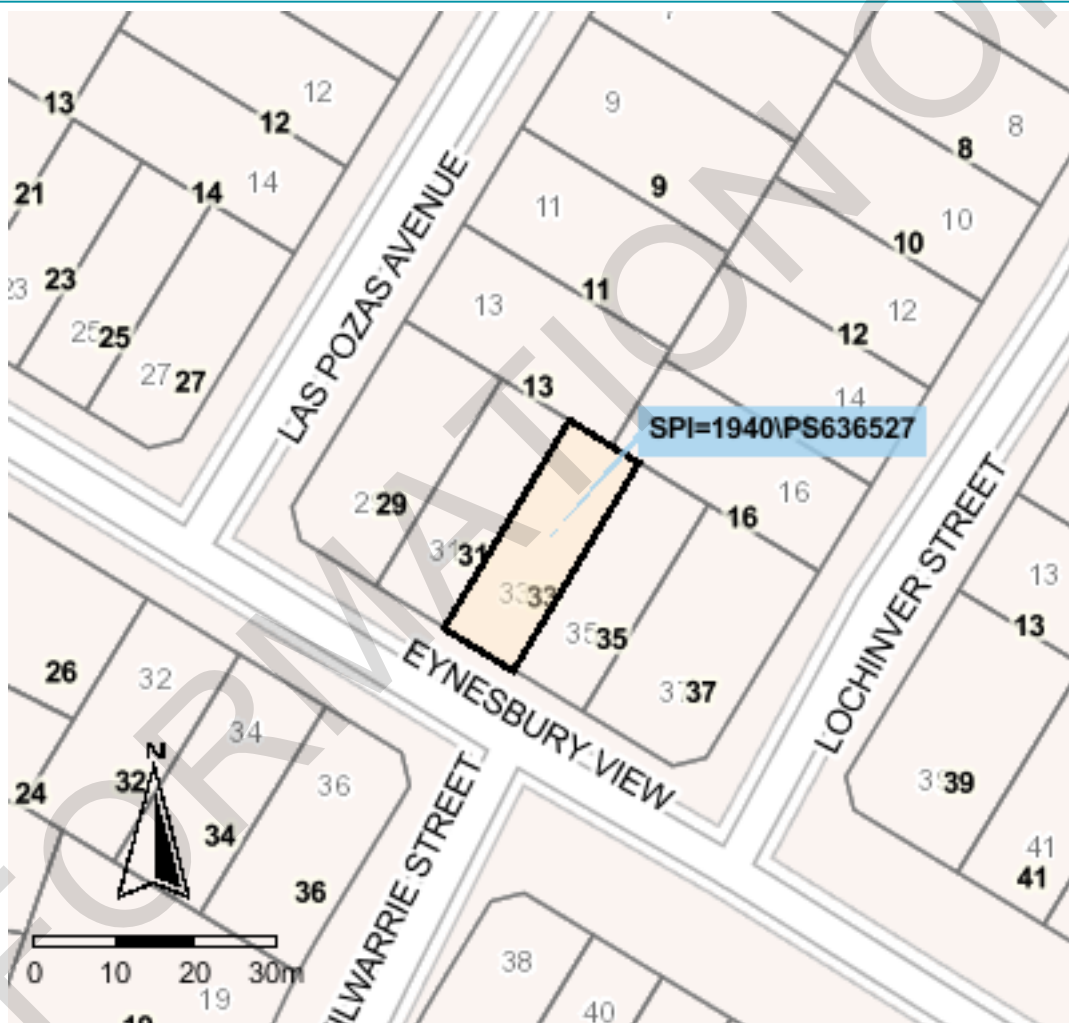
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 4th December 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

33 EYNESBURY VIEW, WOLLERT 3750
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 4th December 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75153931 - 75153931103732 '396012'

NicholsonWright

BuildingPermit

Building Act 1993 Building Interim Regulations 2017:- Reg 313 Form 2

PERMIT NUMBER - BS-L 38408/20180272/0

TO: OWNER: Anthony Ishkan
33 Eynesbury View
WOLLERT 3750

AGENT: Australian Pool Permits
P O Box 345
BALWYN NORTH 3104

ADDRESS FOR SERVING OF NOTICES:

Name: Australian Pool Permits
Ph1:

Address: P O Box 345 BALWYN NORTH 3104
Mob: 0413 129 670 (Terry) Fax no:

PROPERTY DETAILS: 33 Eynesbury View WOLLERT VIC 3750

Lot 194 LP/PS 636527L Vol 11342 Folio 689

Municipal District: Whittlesea City Council

Builder: Name: Anthony Ishkan (Owner Builder)
Address: 33 Eynesbury View WOLLERT 3750

PRACTITIONERS:

Building Practitioners involved in the building work and drawing of plans:

Name	Type	Registration Number
-	-	-

DETAILS OF DOMESTIC BUILDING WORK INSURANCE:

Owner Builder Consent Number: OB

DETAILS OF RELEVANT PLANNING PERMIT:

Planning Permit No: 716961 Planning Permit Date: 25/01/2018

STAGES OF WORK PERMITTED: As shown on the project plans

Project estimated value: \$3,000

NATURE OF BUILDING WORK: Rectification of a Safety Barrier for an Existing Spa

BUILDING DETAILS:

BCA Class	Nature Of Works	Part Of Building
10b	Alterations	PART
Persons accommodated for: -	Energy Rating: -	
No of storeys: -	Allowable live load: -	
Allotment Area (m ²): 300	New floor area (m ²): -	

PRESCRIBED REPORTING AUTHORITIES (delete if inapplicable)

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

Prescribed reporting authority	Matter reported on	Regulation
City of Whittlesea	Build Over Easement	310
Yarra Valley Water	Build Over Easement	310

MANDATORY INSPECTIONS:

Final upon completion of all building work

OCCUPATION OF BUILDING:

A Certificate of Final Inspection is required prior to use or occupation

COMMENCEMENT AND COMPLETION:

This building work must commence by 15/02/2019 and must be completed by 15/08/2019

CONDITIONS ATTACHED

BUILDING SURVEYOR: Pat Richardson

Date of issue: 15/02/2018

Registration No: BS-L 38408

NOTE No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Where registration with the Home Owners Warranty Fund is required all provisions of the applicable Acts apply.

NicholsonWright

BuildingPermitConditions

The following Building Permit Conditions form part of and apply fully to the Building Permit No. **BS-L 38408/20180272/0** issued **15/02/2018** by the Relevant Building Surveyor Mr. Pat Richardson BS-L 38408 of Nicholson Wright.

Please be advised that in accordance with Regulation 315 (1)(b)(i) of the Building Interim Regulations 2017, works on a swimming pool and safety barrier must be completed within 6 months of the commencement date. The Permit will expire should building works exceed this time frame. Should you require an extension of time, please apply to Nicholson Wright prior to the Building Permit expiring. Additional fees will apply for an extension of time to the Building Permit.

Where an existing boundary fence is to form part of the swimming pool barrier, the height of said boundary fence **MUST BE NO LESS THAN 1.8m** when measured from the pool side. There must be a Non Climbable Zone of 900 mm **ON THE POOL SIDE** when measured from the top of the boundary fence. Any alterations made to the boundary fence may be required to be first agreed upon by the adjoining owner and/or additional Report & Consent from the relevant Council.

Where the endorsed permit plans have not been specifically detailed with the location of the swimming pool barrier, the owner/applicant must submit design details of the proposed swimming pool safety barrier for endorsement prior to arranging the installation.

If any part of the Pool Safety Barrier is to be constructed of glass, or incorporate glazed elements, a glazing certificate will be required upon completion from the manufacturer stating compliance with AS 1288 - 2006 and AS 1926.1 - 2012.

Building Permit Fees and Levies must be paid in full to Nicholson Wright within 7 days of the date of issue, unless otherwise agreed. Any future endorsement of variations to the approved design, additional inspections and re-inspections, etc will be billed directly to the Applicant or Owner as applicable. In the event of the account being in default and being referred to an external party for collection the applicant and/or owner shall be liable for all resulting costs arising from the recovery, including commission which would be payable if the account is paid in full and legal costs including legal demand costs.

If at any time during construction building works are found to be in breach of the Building Act and/or the Building Regulations, and said breach results in the issuing of a Building Notice and/or Building Order by the Relevant Building Surveyor, additional fee will be invoiced to the owner/agent.

The site shall be adequately fenced off during construction to prevent public access as required by Regulation 604 Protection of the Public. Furthermore, it is the Builder's responsibility to ensure all excavations are fenced or otherwise guarded against being a danger to life or property.

All existing boundary timber paling fences must remain erected throughout the construction period unless the adjoining property owners written consent is obtained for their removal.

The builder shall ensure that no part of the building projects beyond the boundary line, easement or any sewerage pipe without prior written consent from the Relevant Authority. Furthermore, consent from the Relevant Authority may be required if the proposed structure is within 1m of a service pipe. This can include a sewer branch connection pipe which may be located outside of an easement. It is the Builder's responsibility to locate these pipes prior to construction commencing.

This Building Permit **DOES NOT** include works to any works not specifically referenced on the Building Permit, or listed as "by others" on the approved permit documents. Nicholson Wright takes no responsibility for the compliance or otherwise of these structures.

The following conditions should be used as a **GUIDE ONLY** and read in conjunction with the full Australian Standard AS1926.1 - 2012 and Part 3.9.3 of the BCA Vol. 2.

AS1926.1 - 2012 states that a child-resistant doorset must not be used in a barrier for an outdoor swimming pool. No doors may enter into the pool enclosure from any building.

Isolated Pool Barrier Height

- I. The effective fencing height of an isolated swimming pool barrier shall not be less than 1.2m above ground level measured from the approach side.
- II. For barriers less than 1800mm in height, a "non-climbable zone" is required on the outside of the swimming pool barrier within a 900mm radius, when measured from the top of the swimming pool barrier, which must not include any climbable object or projection greater than 10mm from the outside surface of the swimming pool barrier.

Perforated material or mesh

- III. Fencing using perforated materials or mesh with apertures not greater than 13mm shall have an effective height not less than 1.2m (*refer to Clause I of these conditions*).
- IV. Fencing using perforated material or mesh with apertures greater than 13mm but less than 100mm (such as trellis or chain mesh or cyclone wire) shall have an effective fencing height of not less than 1.8m.
- V. Fencing using mesh shall include a strainer wire or rail at the top and the bottom of the fencing.

Ground Clearance

- VI. The height of any opening between the bottom of the fencing and the finished ground level shall not exceed 100mm.

Retaining Wall or other Barrier

- VII. A retaining wall or other such barrier on the high side of the pool shall be an effective barrier if it complies with the following:
 - VIII. - It has an effective height of not less than 1.8m and an outside surface complying with Outside Surface requirements (*refer to clause IX of these conditions*)
 - IX. - It does not slope away from the pool by more than 15° to the vertical.
- X. A retaining wall or other such barrier on the low side of the pool shall be an effective barrier if it does not slope towards the pool by more than 15° from the vertical and complies with either of the following:
 - XI. - It has an effective height complying with Clause I of these conditions and an outside surface complying with Outside Surface requirements (*refer to clause X of these conditions*)
 - XII. - It has an effective height of not less than 1.8m if the outside surface does not comply with Outside Surface requirements (*refer to clause IX of these conditions*).

Outside Surface

- XIII. Projections from or indentations into the outside surface of the fencing, or any combinations of projections and indentations, shall not form a substantially horizontal surface with a greater than 10mm, unless they are spaced not less than 900mm apart and provided that the lower projections or indentations are at least 900mm below the top of the barrier.

Horizontal Climbable Members

- XIV. Where fencing components provide a substantially horizontal surface, such as rails, rods, wires or bracings, that could be used as holds for climbing as located on the outside of the barrier, or where vertical members are spaced such that they provide clear openings of more than 10mm width, the following requirements shall apply:
- XV. Horizontal members shall be not less than 900mm apart. Where there are two or more horizontal members, this measurement shall be made from the top surface of the highest lower member to the top surface of the lowest upper member. Where the barrier is for a sloping site, the distance between the top surface of the highest lower member and the top surface of the lower upper member shall be not less than 900mm, measured perpendicular to the finished ground level.
- XVI. The top surface of the highest of the lower horizontal members shall be at least 900mm below the top of the barrier.

Horizontal non-climbable members

- XVII. As an alternative to Clause IX of these conditions, horizontal climbable members such as rails, located on the outside of the barrier shall not act as a hold for climbing if they comply with the following requirements:
- XVIII. Double side paling in the case of a paling fence, and/or, Other vertical members spaced to provide a clear opening of not more than 10mm.

Horizontal Surfaces inside the barrier

- XIX. Where any nearby horizontal surfaces that could be used as holds for climbing (such as fence rails, retaining walls, planter boxes etc) are permanently located near the inside of the barrier and where the spacing between vertical members is greater than 10mm, such surfaces shall be separated from the barrier by a distance of not less 300mm within the pool area.

Vertical Members

- XX. The clear space between any adjacent vertical members, such as palings, rods or wires, shall not exceed 100mm at any point.

Gates and Fittings

- XXI. Direction of opening - Gates shall be hung so that they only swing outwards, i.e. away from the pool area.

Self-closing Device

- XXII. All gates shall be fitted with a device that will return the gate to the closed position and operate the latching device from any position with a stationary start without the application of a manual force.
XXIII. The self-closing device shall be capable of complying with these requirements with the gate at any position from resting on the latching mechanism to fully open.

Latching Device

- XXIV. Gates shall be fitted with a latching device that will automatically operate on the closing of the gate and will prevent the gate from being re-opened without being manually released. The latching device shall not be able to be inadvertently adjusted during operation, and shall not be able to be adjusted without the use of a tool.
XXV. The latching device shall not be able to be locked in the 'open' position
XXVI. When in the closed position, the latching mechanism shall not be able to be released by insertion of any implement between the 10mm gap.

Location of latching device

- XXVII. Where the release to the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the latching mechanism, the location of the release of the latching device shall not be on the outside of the fencing;
XXVIII. Be in such a position that to release the latching device from the outside it will be necessary to reach over or through the fencing at a height of not less than 1.2m above the finished ground level or not less than 1m above the highest lower horizontal member; and
XXIX. Be at least 150mm below the top of the gate if a hand-hole is not provided, or at least 150mm away from the edge of any hand-hole opening if a hand-hole is provided.

Shielding of latching device

- XXX. Where the release to either the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the mechanism, the latch and its release shall be so shielded that no opening greater than 10mm occurs within an area bounded by-
XXXI. - An effective radius of 450mm from the operating parts of the latch;
XXXII. - The top of the barrier, if this intersects the area described above.
XXXIII. Where it is necessary to have a hand hole in a gate, the bottom opening shall be not less than 1.2m above the finished ground level, and the shielding shall be extended up to a horizontal line through the top of the hand hole or 150mm above the top of the latch, whichever is higher.

Child Resistant Openable Portion of Window

- XXXIV. Where the height from the sill of the lowest opening panel of the window to the pool surround is less than 1.8m, the openable portion of the window shall comply with one of the following:
XXXV. - The openable portion of the window shall be totally covered by bars or a metal screen, that are fixed to the building with fasteners that can only be removed by the use of a tool. The opening between bars and the horizontal dimensions of openings in a metal screen shall not be greater than 100mm; OR
XXXVI. - The window shall be fixed to the building with fasteners that can only be removed by the use of a tool so that it will remain closed or will open to a maximum of 100mm.

XXXVII. Existing Boundary Fencing


- XXXVIII. Existing boundary fences may be used as part of a Pool Safety Barrier if they comply with the provisions of AS1926.1-2012 and have been assessed as being compliant by the Relevant Building Surveyor or Building Inspector. Note: There are numerous areas where boundary fences cannot comply with AS1926.1-2012.

There is **NO** obligation for an adjoining owner to undertake works to bring a boundary fence into compliance with AS1926.1 - 2012. Where the adjoining owner refuses to undertake necessary works, please contact Nicholson Wright to discuss an alternate method.

AT ALL TIMES THE RESPONSIBILITY FOR THE POOL SAFETY BARRIER REMAINS WITH THE POOL OWNER.

- XXXIX. This Building Permit does NOT cover fences or walls that form part of a Pool Safety Barrier where the fence or wall is to be constructed and such constructed fence or wall will breach the requirements of the Building Interim Regulations 2017 including but not limited to Part 4 (Siting) Height of fences or walls on boundaries.
XL. Any such breach or possible breach of the Building Regulations will need to be addressed as a

separate matter distinct from the suitability of the Pool Safety Barrier under the requirements of AS1926.1 – 2012.



Pat Richardson BS-L 38408
Relevant Building Surveyor
Nicholson Wright P/L

Disclaimer

The documentation submitted to Nicholson Wright by the applicant (and/or their agents) during the Building Permit Application period has been assessed and approved pursuant to the prescriptive requirements of the Building Code of Australia (including any performance based alternative solutions), Building Act 1993 and Building Interim Regulations 2017.

In the event that the applicant (and/or their agents) deliberately alters the relevant information or makes significant changes to the Building Type, Structure, and/or Building Envelope without prior approval from Nicholson Wright will result in the Building Permit being cancelled and/or voided. Nicholson Wright will accept no responsibility or liability for the consequences of such action.

Nicholson Wright bears no responsibility where the Building Permit documentation is altered in any way without approval, or where the relevant documentation is not reproduced in full.

Nicholson Wright bears no liability for inadequate or poor workmanship.



Project Number: 2017/39989

Form 17
Building Act 1993

Building Regulations 2018 - Regulation 200
CERTIFICATE OF FINAL INSPECTION

To:

Owner: Anthony Ishkan
33 Eynesbury View
WOLLERT VIC 3750

Agent: Australian Pool Permits
P O Box 345
BALWYN NORTH VIC 3104

Property Details

Number: **33** Street/Road: **Eynesbury View** Suburb: **WOLLERT** Postcode: **3750**
Lot/s: **1940** LP/PS: **636527L** Volume: **11342** Folio: **689**
Crown Allotment: Section: Parish: County:
Municipal District: **Whittlesea City Council**

Building permit details

Building permit number: **BS-L 38408/20180272/0**
Version of BCA applicable to building permit:

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
PART		10b - Fence, mast or antenna, wall, swimming pool

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant Building Surveyor

Name: **Pat Richardson**
Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**
Email: **reception@buildingpermits.com.au**
Building practitioner registration no.: **BS-L 38408**
Municipal district name: **Whittlesea City Council**
Certificate no.: **BS-L 38408/20180272/0**
Date of issue: **6 June 2018**
Date of final inspection: **1 June 2018**
Signature:

Certificate of Pool and Spa Barrier Compliance

Form 23 Building Act 1993 Building Regulations 2018 – Regulation 147Y(4), 147ZB(2)

Issued to:

1. Name of owner of the land (the **property**) on which the swimming pool or spa is located: Anthony Ishkan
2. Postal Address: 33 Eynesbury View WOLLERT, VIC 3750
3. Telephone Number: 0401 660 602
4. Email Address: anthony.ishkan@gmail.com

Property Details

Number: 33 **Street/Road:** Eynesbury View **City/Suburb/Town:** WOLLERT **Postcode:** 3750

Lot/s: **LP/PS:** **Volume:** **Folio:**

Crown Allot: **Section:** **Parish:** **County:**

Municipal district: Whittlesea City Council

Council Reference: 1533776

Type of Swimming Pool or Spa

- Permanent swimming pool ☐
- Permanent spa ☒
- Relocatable swimming pool ☐
- Relocatable spa ☐

5. Date of construction of the swimming pool or spa: 15/02/2018
6. Applicable barrier standard: AS 1926.1-2012
7. The applicable barrier standard applies under:
 - Division 2 of Part 9A of the Building Regulations 2018 ☐
 - relevant deemed to satisfy provisions of the BCA ☒
 - a performance solution in accordance with the BCA ☐
8. Date(s) of inspection(s) of the swimming pool or spa barrier:

Date of Inspections

30/04/2024

Certificate of Compliance

Following inspection of the Spa barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa
inspector

Serafino Marinelli

Date: 1/05/2024

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector Details

- | | |
|---|-----------------------------------|
| 10. Name of registered building practitioner: | PCV Pty Ltd |
| 11. ACN / ARBN | 639 224 810 |
| 12. Address: | 37 Cliff Road, FRANKSTON VIC 3199 |
| 13. Email: | enquiries@poolcv.com.au |
| 14. Building practitioner registration no.: | CIN-PS 67917 |

Enquiries: (03) 9217 2259

1533776

22 June 2020

Anthony Ishkan
PO Box 604
Reservoir VIC 3750

Dear Anthony Ishkan,

Owner Registration of Pool/Spa

I wish to acknowledge receipt of registration for the private swimming pool/spa located at **33 Eynesbury View Wollert**.

Attached to this letter includes a Certificate of Registration, which outlines the following details associated with your registration:

1. Confirmation the pool/spa has been registered with council
2. Address the pool/spa is located
3. Property owner name of where the pool/spa is located
4. Date the pool/spa was constructed or erected
5. Type of pool/spa (Permanent or relocatable)
6. Pool Barrier standard that applies
7. Date of when the pool/spa Certificate of Pool Barrier Compliance must be lodged with Council

Please be advised that the owner of the land may appeal to the Building Appeals Board under section 144(2) of the Act against a determination by the relevant council of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

Next Steps: How to obtain a Certificate of Pool Barrier Compliance

You as the owner must arrange an inspection of the pool/spa barrier through a registered private Building Surveyor or Building Inspector. The registered Building Surveyor or Building Inspector will provide you with a Certificate of Pool Barrier Compliance once they have confirmed that the pool/spa safety barrier meets the relevant regulations. You are then required to lodge a copy online to Council and pay the prescribed fee.

Under the current requirement in reg 147V(2), Certificate of Pool Barrier Compliance cannot be lodged more than 30 days after the date that the certificate is dated. If the certificate is more than 30 days old, the owner must obtain a new certificate for lodgement.

For further information regarding the new Regulations, including checklists relevant to barrier standards associated with your pool/spa, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools> and or www.whittlesea.vic.gov.au/pools.

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2259**.

Yours sincerely,



Leo Parente
Municipal Building Surveyor



**City of
Whittlesea**

Certificate of Private Pool/Spa Registration

Presented to

Name: Anthony Ishkan

For the pool/spa at

Address: 33 Eynesbury View Wollert 3750

Type of pool/spa

Type: Spa

Date of construction/erection

Date: 15 February 2018

Compliance with pool/spa barrier standard

Date: After 1 May 2013

Standard: AS1926.1-2012

You are now required to lodge a **Certificate of Pool Barrier Compliance** with Council to ensure your barrier complies with the above standard. Please lodge before or on **1 November 2023**.

Leo Parente
Municipal Building Surveyor

Issue date of registration certificate: 22 June 2020

Enquiries: (03) 9217 2259

Certificate of Pool and Spa Barrier Compliance

Form 23 Building Act 1993 Building Regulations 2018 – Regulation 147Y(4), 147ZB(2)

Issued to:

1. Name of owner of the land (the **property**) on which the swimming pool or spa is located: Anthony Ishkan
2. Postal Address: 33 Eynesbury View WOLLERT, VIC 3750
3. Telephone Number: 0401 660 602
4. Email Address: anthony.ishkan@gmail.com

Property Details

Number: 33 **Street/Road:** Eynesbury View **City/Suburb/Town:** WOLLERT **Postcode:** 3750

Lot/s: **LP/PS:** **Volume:** **Folio:**

Crown Allot: **Section:** **Parish:** **County:**

Municipal district: Whittlesea City Council

Council Reference: 1533776

Type of Swimming Pool or Spa

- Permanent swimming pool ☐
- Permanent spa ☒
- Relocatable swimming pool ☐
- Relocatable spa ☐

5. Date of construction of the swimming pool or spa: 15/02/2018
6. Applicable barrier standard: AS 1926.1-2012
7. The applicable barrier standard applies under:
 - Division 2 of Part 9A of the Building Regulations 2018 ☐
 - relevant deemed to satisfy provisions of the BCA ☒
 - a performance solution in accordance with the BCA ☐
8. Date(s) of inspection(s) of the swimming pool or spa barrier:

Date of Inspections

30/04/2024

Certificate of Compliance

Following inspection of the Spa barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa
inspector

Serafino Marinelli

Date: 1/05/2024

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector Details

10. Name of registered building practitioner: PCV Pty Ltd
11. ACN / ARBN 639 224 810
12. Address: 37 Cliff Road, FRANKSTON VIC 3199
13. Email: enquiries@poolcv.com.au
14. Building practitioner registration no.: CIN-PS 67917

Enquiry Officer: Sharmila S
Reference No.: 2083845

07 October 2024

A Ishkan
33 Eynesbury View
Wollert VIC 3750

Dear A Ishkan,

Owner Lodgement of Certificate of Pool and Spa Barrier Compliance (Form 23)

I write to acknowledge the lodgement of your Certificate of Pool and Spa Barrier Compliance with Council for 33 Eynesbury View Wollert on 1/05/2024. You must ensure the maintenance of your safety barrier continues to meet the requirements of Building Regulations 2018.

Please be advised that you will need to lodge on Council's website a newly obtained Certificate of Pool and Spa Barrier Compliance (Form 23) every four years. Council will require your next Form 23 certificate no later than the following date.

Due Date: 1 May 2028

Failure to lodge by the specified due date may result in an infringement of 2 penalty units (Reg 147V(1) Divisions 4- 6 of Part 9A of the Building Regulations 2018).

Please be aware that any future alterations made to your pool/spa barrier may require a building permit and a resubmission of a Certificate of Pool and Spa Barrier Compliance. If you choose to remove or decommission the pool and/or spa from the above-mentioned property address in accordance with the Victorian Building Authority (VBA) guidelines, please complete Council's online form by visiting www.whittlesea.vic.gov.au/pools.

For further information regarding the swimming pool/spa regulations, please visit <http://www.vba.vic.gov.au/consumers/swimming-pools> or www.whittlesea.vic.gov.au/pools.

If you would like to enquire about any details referred to in this letter, please contact Council on **9217 2170** or email buildplan@whittlesea.vic.gov.au.

Yours Sincerely,



**Building Services
City of Whittlesea**

Council Offices

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

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service
 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

From www.planning.vic.gov.au at 21 January 2025 02:44 PM

PROPERTY DETAILS

Address: **33 EYNESBURY VIEW WOLLERT 3750**
Lot and Plan Number: **Lot 1940 PS636527**
Standard Parcel Identifier (SPI): **1940\PS636527**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **829556**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 F3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

Planning Overlay [DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 \(DPO23\)](#)
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)
[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)

Planning Zones

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

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



CDZ - Comprehensive Development

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 (DPO23)

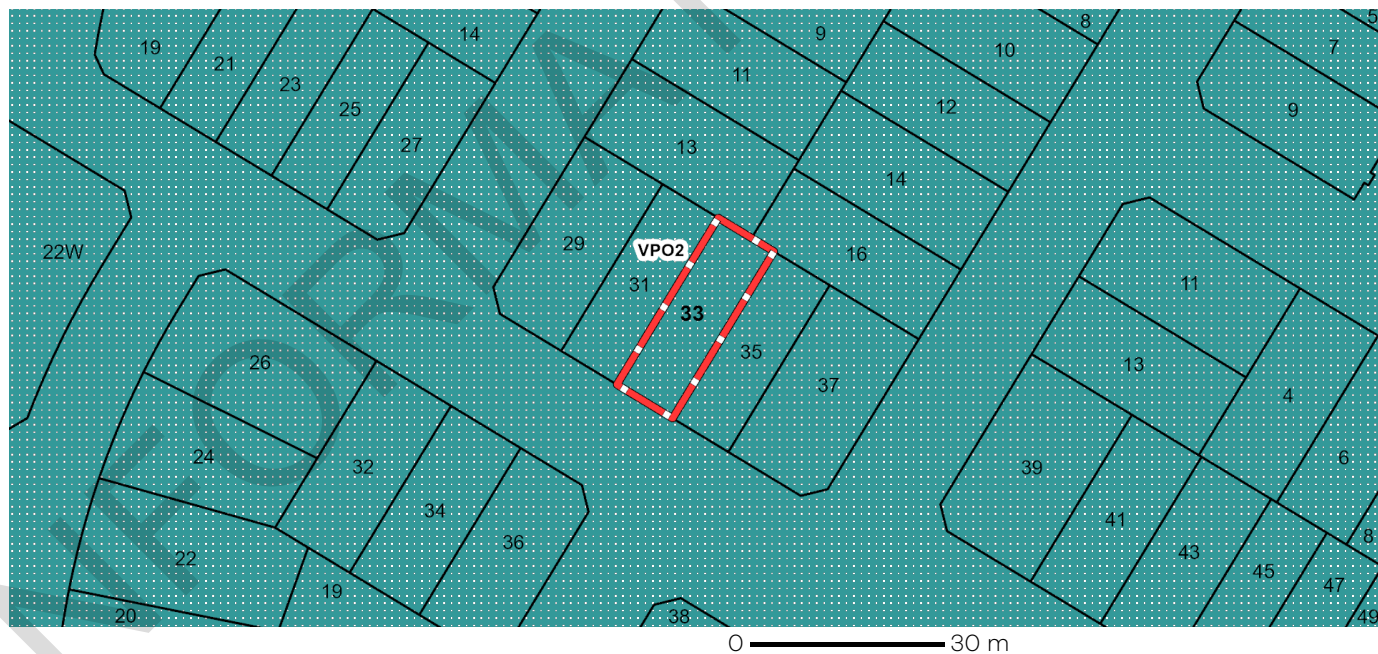


DPO - Development Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 16 January 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.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PROPERTY REPORT

From www.land.vic.gov.au at 21 January 2025 02:44 PM

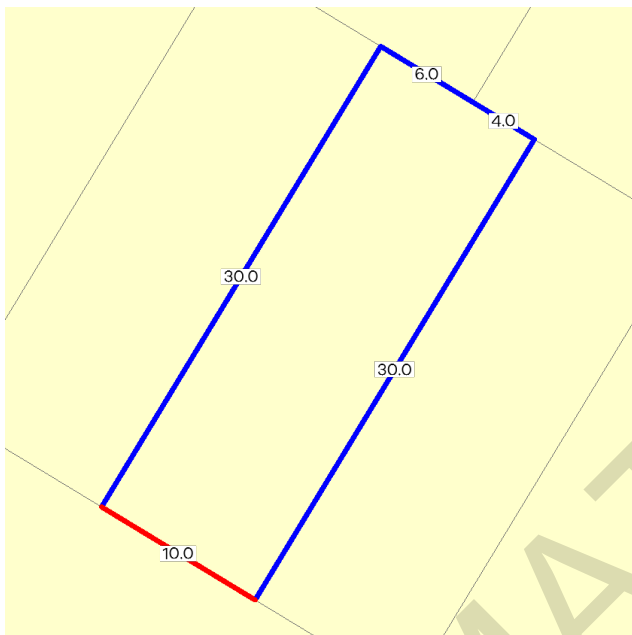
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Local Government Area (Council): **WHITTLESEA**
Council Property Number: **829556**
Directory Reference: **Melway 181 F3**

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: 300 sq. m

Perimeter: 80 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



DATED

2025

ANTHONY ISHKAN

CONTRACT OF SALE OF REAL ESTATE

Property: 33 EYNESBURY VIEW WOLLERT VIC 3750

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: AJ:24/3158AJ