

# CONTRACT OF SALE

**VENDORS: MARIO CERCHIARO**

**PROPERTY: 1 HAWA AVENUE, WOLLERT VIC 3750**



HOME CONVEYANCING RESERVOIR  
288 BROADWAY, RESERVOIR 3073  
PH 9460 9400  
REF: 25976

# CONTRACT OF SALE OF REAL ESTATE



**PROPERTY ADDRESS: 1 HAWA AVENUE, 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

## IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

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

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

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

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

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

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

**SIGNED BY THE VENDOR** .....

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

Print name of person signing **MARIO CERCHIARO** .....

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Harcourts Rata & Co

Tel: 03 9465 7766

Ref:

Email:  
sold@rataandco.com.au

### VENDOR

**MARIO CERCHIARO**  
**Of 1 HAWA AVENUE, WOLLERT VIC 3750**

Tel:

Ref:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**HOME CONVEYANCING RESERVOIR**  
**Of 288 BROADWAY, RESERVOIR VIC 3073**

Tel: (03) 9460 9400

Ref: 25976

Email: lydia@homeconveyancing.com.au

### PURCHASER

Of

Tel:

Ref:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

### PROPERTY ADDRESS

**1 HAWA AVENUE, WOLLERT VIC 3750**

### LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 4511	On Plan 817677H
<b>Volume 12380</b>	<b>Folio 985</b>	

OR

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

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

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

### PAYMENT

(General Condition 10)

Price

\$

Deposit

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

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

## GST

(General Condition 13)

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

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

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

## GST – RESIDENTIAL WITHHOLDING PAYMENT

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

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

## SETTLEMENT

(General Condition 10)

Is due on

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

or

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

## LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

## TERMS CONTRACT

(General Condition 23)

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

## LOAN

(refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

## SPECIAL CONDITIONS

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

**SPECIAL CONDITIONS**



## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. ENCUMBRANCES

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

#### 2. VENDOR WARRANTIES

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

#### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

## 7. DUTIES ONLINE SETTLEMENT STATEMENT

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

## 8. RELEASE OF SECURITY INTEREST

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

## 9. BUILDER WARRANTY INSURANCE

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

## 10. SETTLEMENT

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

## 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- However, unless otherwise agreed:
- (d.) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
  - (e.) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

#### 14. LOAN

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

#### 15. ADJUSTMENTS

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

#### TRANSACTIONAL

##### 16. TIME

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

##### 17. SERVICE

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

##### 18. NOMINEE

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

##### 19. LIABILITY OF SIGNATORY

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

##### 20. GUARANTEE

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

## 21. NOTICES

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

## 22. INSPECTION

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

## 23. TERMS CONTRACT

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

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

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

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

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## DEFAULT

### 26. INTEREST

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

## **27. DEFAULT NOTICE**

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

## **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the Purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

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

EC
----

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
  - (a). be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b). ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c). conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
  - (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
  - (a). electronically on the next business day; or
  - (b). at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The purchaser must before settlement:
  - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
  - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
  - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
  - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
  - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.
- 1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

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

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

3. **Jointly and Severally**

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

4. **Whole Agreement**

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

5. **Acceptance of Title**

General Condition 12.4 is added:

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

6. **Adjustments**

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

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

7. **Notices**

General Condition 21 is replaced with the following:

**21.NOTICES**

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

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

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

9. **Identity of Land**

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

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



**10. Representation and Warranty**

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

**11. Planning**

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

**12. Default**

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

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

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

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

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

**15. Foreign Acquisition**

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

**16. Auction**

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

**17. Release of Security – General Condition 8**

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

## Foreign Resident Capital Gains Withholding;

18. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 18.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 18.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 18.3 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 18.4 The purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) Ensure that the representative does so.
- 18.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must;
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) Promptly provide the vendor with proof of payment; and
  - (c) Otherwise comply, or ensure compliance with, this special condition; despite
  - (d) Any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) Any other provision in this contract to the contrary.
- 18.6 The representative is taken to have complied with the obligations if;
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
  - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 18.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the date of settlement.
- 18.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 18.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.
19. **GST Withholding Payments and Notifications**
- 19.1 In this Special Condition 20.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
  - (b) **Commissioner** has the meaning given to that term in the TA Act;
  - (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
  - (d) **Operative Date** means 1 July 2020.
  - (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
  - (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
  - (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

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

20. **Variations to Contract**

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

21. **Purchaser's Acknowledgement**

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

## GUARANTEE

I/We .....

Both of: .....

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

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

IN WITNESS WHEREOF we have hereunto set out hands and seals

This                      day of                      202

SIGNED SEALED AND DELIVERED )  
by the said )

.....  
(print name)

In the presence of: \_\_\_\_\_ )

Director (sign)

Witness:

SIGNED SEALED AND DELIVERED )  
by the said )

..... )  
(print name) )

In the presence of: \_\_\_\_\_ )  
\_\_\_\_\_ )

Director (sign)

Witness:

# VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

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

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

The Vendor may sign by electronic signature.

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

**Vendor: MARIO CERCHIARO**

**Property: 1 HAWA AVENUE, WOLLERT VIC 3750**

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

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

1.1 Are contained in the attached certificate/s.

### **Particulars of any Charge**

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

NONE TO THE VENDORS KNOWLEDGE.

## **1.2 Terms Contract**

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

NOT APPLICABLE

## **1.3 Sale Subject to Mortgage**

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

NOT APPLICABLE

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

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

b. Is the land tax reform scheme land within the meaning of the CIPT Act?  
NOT TO THE VENDORS KNOWLEDGE.

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

NOT APPLICABLE.

## 2. INSURANCE DETAILS IN RESPECT OF THE LAND

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

- NOT APPLICABLE.

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

- NOT APPLICABLE

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

AS CONTAINED IN THE ATTACHED DOCUMENTS.

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

NONE TO THE VENDORS KNOWLEDGE.

### 3.2 Road Access

There IS access to the property by road.

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

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

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

As contained in the attached certificate/s.

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

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

NONE TO THE VENDORS KNOWLEDGE

### 4.2 **Agricultural Chemicals**

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

NONE TO THE VENDORS KNOWLEDGE

### 4.3 **Compulsory Acquisition**

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

NONE TO THE VENDORS KNOWLEDGE

## 5. **BUILDING PERMITS**

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

- As contained in the attached copy documents.

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

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

The land is NOT affected by an Owners Corporation.

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

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

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

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

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

### 7.2 **GAIC recording**

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

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

The land is NOT subject to GAIC recording.

## 8. DISCLOSURE OF NON-CONNECTED SERVICES

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

- a. Telephone services.

## 9. EVIDENCE OF TITLE

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

**a. Registered Title**

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

**b. General Law Title**

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

**SUBDIVISION**

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

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

**d. Staged Subdivision**

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

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

**e. Further Plan of Subdivision**

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

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

## 10. DISCLOSURE OF ENERGY INFORMATION

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

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

## 11. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is **NOT REQUIRED** to be provided with or attached to this Section 32 statement.*



## 12. ATTACHMENTS

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

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

Signed by the Vendor(s)

.....  
.....

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

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

Signed by the Purchaser(s)

.....  
.....

### IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

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

Page 1 of 1

VOLUME 12380 FOLIO 985

Security no : 124117008961A  
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### LAND DESCRIPTION

Lot 4511 on Plan of Subdivision 817677H.  
PARENT TITLE Volume 12380 Folio 641  
Created by instrument PS817677H 09/06/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JENETTA HENDRIKA CERCHIARO  
MARIO CERCHIARO both of 7 STRAHAN PLACE SOUTH MORANG VIC 3752  
AV773019K 23/06/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS817677H 09/06/2022

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 PS817677H 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: 1 HAWA AVENUE WOLLERT VIC 3750

### ADMINISTRATIVE NOTICES

NIL

eCT Control 17760E HOME CONVEYANCING RESERVOIR  
Effective from 23/06/2022

DOCUMENT END

**Application by surviving proprietor**  
**Section 50 Transfer of Land Act 1958**

**Privacy Collection Statement**

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

Lodged by

Name: HOME CONVEYANCING RESERVOIR  
Phone: 03 9460 9400  
Address: 288 BROADWAY, RESERVOIR VIC 3073  
Reference: 25976 CERCHIARO  
Customer code: 17760E

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

Land: (volume and folio, and if applicable mortgage, charge or lease no.)

VOLUME 12380 FOLIO 985

Applicant: (full name and address, including postcode)

MARIO CERCHIARO OF 1 HAWA AVENUE, WOLLERT VIC 3750

Deceased: (full name)

JENETTA HENDRIKA CERCHIARO

Signing:

35271702A

50TLA

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by surviving proprietor**  
**Section 50 Transfer of Land Act 1958**

**Privacy Collection Statement**

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

**Certifications**

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

Executed on behalf of MARIO CERCHIARO

Signer Name LYDIA MARIC

Signer Organisation HOME CONVEYANCING RESERVOIR

Signer Role LICENSED CONVEYANCER

Signature



Execution Date 18/10/2024

35271702A

50TLA

Page 2 of 2

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Document Identification	<b>PS817677H</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>29/07/2024 15:54</b>

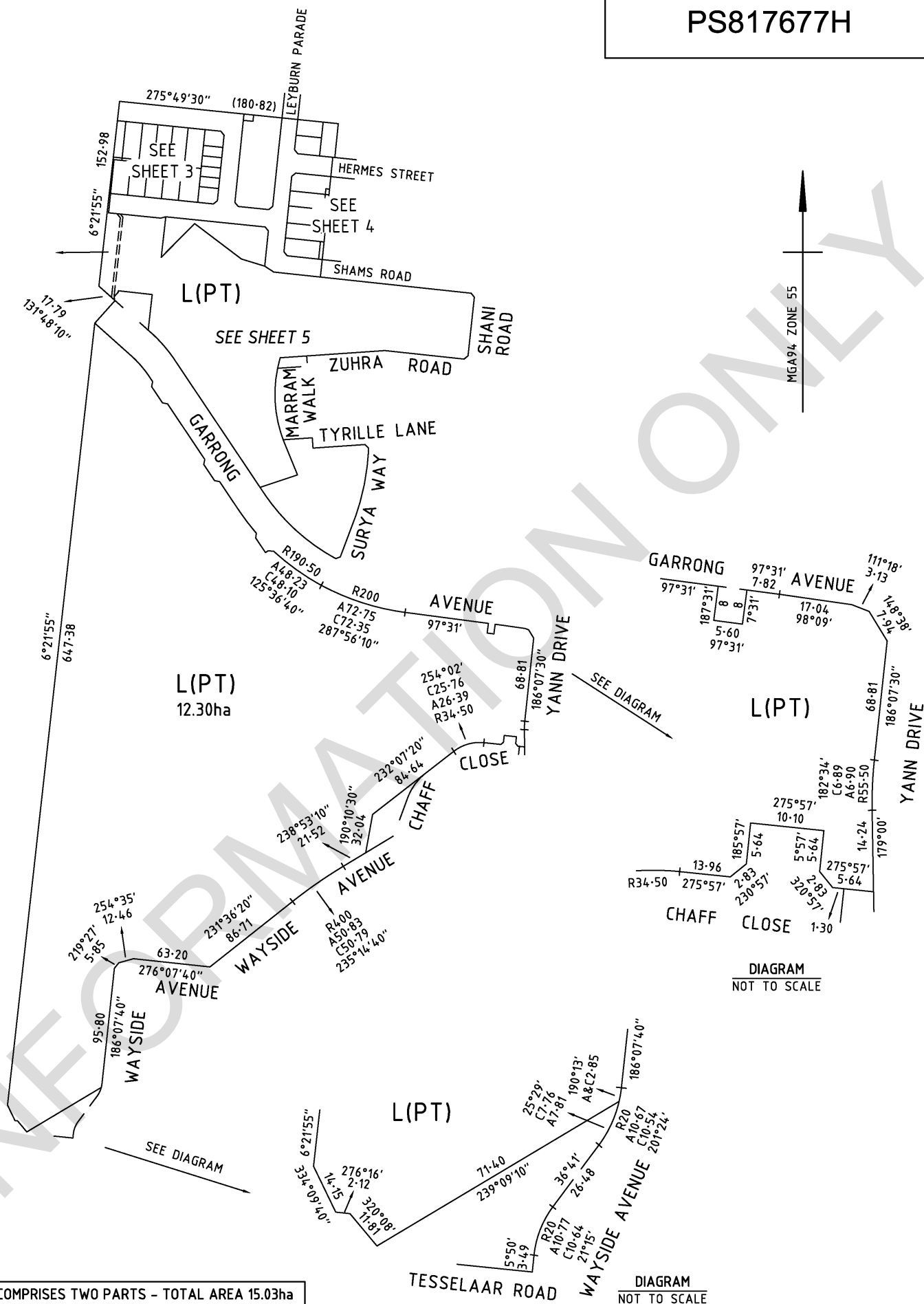
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<b>PLAN OF SUBDIVISION</b>				<b>EDITION 1</b>	<b>PS817677H</b>												
<b>LOCATION OF LAND</b>  <b>PARISH:</b> WOLLERT <b>TOWNSHIP:</b> — <b>SECTION:</b> 13 <b>CROWN ALLOTMENT:</b> 3 (PT)  <b>TITLE REFERENCE:</b> VOL. FOL.  <b>LAST PLAN REFERENCE:</b> PS817680U (LOT K)  <b>POSTAL ADDRESS:</b> YANN DRIVE (at time of subdivision) WOLLERT 3750  <b>MGA CO-ORDINATES:</b> E: 322 920 ZONE: 55 (of approx centre of land in plan) N: 5 835 280 GDA 94				Council Name: Whittlesea City Council  Council Reference Number: 610110 Planning Permit Reference: 610110 SPEAR Reference Number: S144213T  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/09/2019  <b>Statement of Compliance</b>  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: Renee Kueffer for Whittlesea City Council on 01/06/2022													
<b>VESTING OF ROADS AND/OR RESERVES</b>				<b>NOTATIONS</b>													
<table border="1"> <thead> <tr> <th>IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>ROAD R1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.1</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.2</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.3</td> <td>WHITTLESEA CITY COUNCIL</td> </tr> <tr> <td>RESERVE No.5</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> </tbody> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	WHITTLESEA CITY COUNCIL	RESERVE No.1	WHITTLESEA CITY COUNCIL	RESERVE No.2	WHITTLESEA CITY COUNCIL	RESERVE No.3	WHITTLESEA CITY COUNCIL	RESERVE No.5	AUSNET ELECTRICITY SERVICES PTY LTD	LOTS 1 TO 4500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.  LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 6.  LOT L CONTAINS TWO PARTS  <b>OTHER PURPOSES OF PLAN:</b> TO REMOVE THAT PART OF THE DRAINAGE & SEWERAGE EASEMENT CREATED AS E-1 ON PS817680U CONTAINED WITHIN ROAD R1 ON THIS PLAN.  <b>GROUND FOR REMOVAL OF EASEMENT:</b> AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)			
IDENTIFIER	COUNCIL/BODY/PERSON																
ROAD R1	WHITTLESEA CITY COUNCIL																
RESERVE No.1	WHITTLESEA CITY COUNCIL																
RESERVE No.2	WHITTLESEA CITY COUNCIL																
RESERVE No.3	WHITTLESEA CITY COUNCIL																
RESERVE No.5	AUSNET ELECTRICITY SERVICES PTY LTD																
<b>NOTATIONS</b>																	
<b>DEPTH LIMITATION: 15.24m</b>  This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 716352 <b>SURVEY:</b> This plan is based on survey. This survey has been connected to permanent marks No(s). 303, 523, 552, 553, 554 & 529 In Proclaimed Survey Area No. —  Estate: Aurora Phase No.: 45B No. of Lots: 24 , + Lot L PHASE AREA: 2.477ha																	
<b>EASEMENT INFORMATION</b>																	
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)																	
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 4506 TO 4511 (BOTH INCLUSIVE)																	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of													
E-1	DRAINAGE	SEE DIAG.	PS817680U	WHITTLESEA CITY COUNCIL													
E-1	SEWERAGE	SEE DIAG.	PS817680U	YARRA VALLEY WATER CORPORATION													
E-2	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL													
 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1601251/45B 1601251-45B-PS-V8-LR.DWG  Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (8), 31/05/2022, SPEAR Ref: S144213T		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6												
				PLAN REGISTERED TIME: 2:19PM DATE: 9/6/22 E.Thai Assistant Registrar of Titles													

PS817677H



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

[www.beveridgewilliams.com.au](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
1601251/45B

SCALE  
1 : 3000

30 0 30 60 90 120  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,  
Surveyor's Plan Version (8),  
31/05/2022, SPEAR Ref: S144213T

Digitally signed by:  
Whittlesea City Council,  
01/06/2022,  
SPEAR Ref: S144213T



RESERVE No.5

RESERVE  
No.2

RESERVE No.3

 $L(PT)$ 

SEE SHEET 5



Melbourne ph : 03 9524 8888

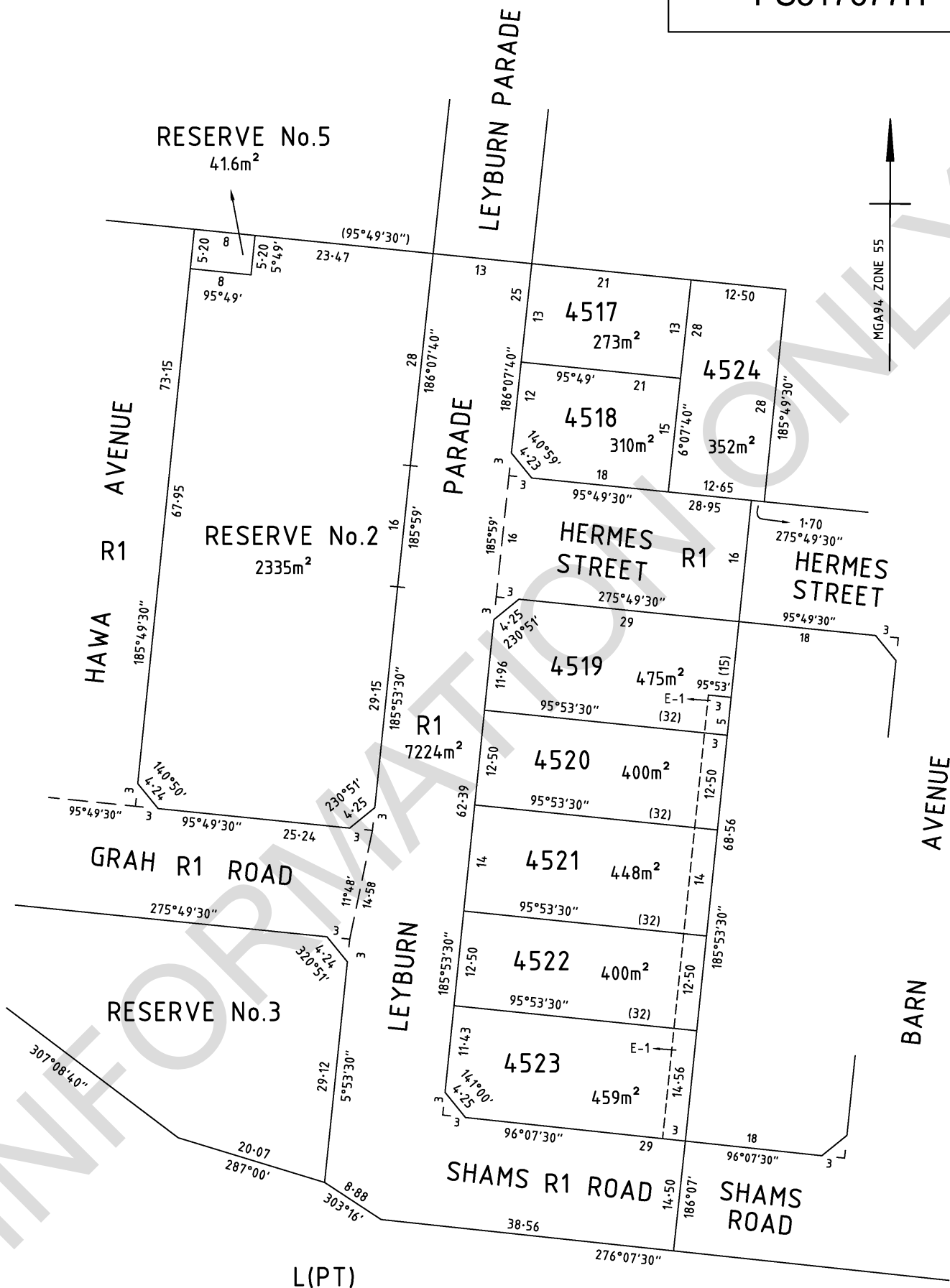
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SHEET 3

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Surveyor,  
Surveyor's Plan Version (8),  
31/05/2022, SPEAR Ref: S144213T

Digitally signed by:  
Whittlesea City Council,  
01/06/2022,  
SPEAR Ref: S144213T





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SHEET 3

Digitally signed by:  
Whittlesea City Council,  
01/06/2022,  
SPEAR Ref: S144213T



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Surveyor,  
Surveyor's Plan Version (8),  
31/05/2022, SPEAR Ref: S144213T

Digitally signed by:  
Whittlesea City Council,  
01/06/2022,  
SPEAR Ref: S144213T

ORIGINAL SHEET  
SIZE: A3

SCALE 1 : 1250	<p>LENGTHS ARE IN METRES</p>
-------------------	------------------------------

**SURVEYORS  
REFERENCE**  
**1601251/45B**

Amended by: Sean Adrian O'Connor, Licensed Surveyor 08/06/2022.

# SUBDIVISION ACT 1988

## CREATION OF RESTRICTION 'A'

PS817677H

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

LOTS 4501 TO 4524 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED AND SITED IN ACCORDANCE WITH THE MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING No. AA8474

### EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2031.

## CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

### LAND TO BENEFIT & TO BE BURDENED:

LOTS 4501 TO 4524 (BOTH INCLUSIVE)

### DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

1. BUILD MORE THAN ONE DWELLING ON THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE COMMUNITIES (AUSTRALIA) LIMITED ACN 000 966 085 ("LEND LEASE").
2. SUBDIVIDE THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
3. BUILD OR CAUSE TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT OR CAUSE TO BE CARRIED OUT ANY BUILDING, CONSTRUCTION OR LANDSCAPE WORKS ON THE BURDENED LOT UNLESS THE PLANS FOR THE BUILDING OR OTHER IMPROVEMENTS (INCLUDING LANDSCAPE WORKS) AND A SCHEDULE OF COLOURS AND MATERIALS HAVE BEEN APPROVED BY THE DESIGN ASSESSMENT PANEL (BEING LEND LEASE OR THE PERSON, ENTITY OR GROUP WHO ARE FROM TIME TO TIME NOMINATED BY LEND LEASE TO ACT AS THE DESIGN ASSESSMENT PANEL) AND COMPLY WITH THE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME.  
A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at <http://www.auroravic.com.au>
4. CARRY OUT ANY SITEWORKS, EXCAVATION, FILLING OR CONSTRUCT ANY FENCING OR RETAINING WALLS ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
5. DELAY OR PERMIT TO BE DELAYED THE COMMENCEMENT OR COMPLETION OF ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE IN ACCORDANCE WITH THE TIMEFRAMES STIPULATED IN THE DESIGN GUIDELINES.
6. VARY OR ALLOW ANY VARIATION TO ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE.
7. ERECT, DISPLAY OR EXHIBIT OR ALLOW TO BE ERECTED, DISPLAYED OR EXHIBITED OR TO REMAIN ERECTED, DISPLAYED OR EXHIBITED ANY ADVERTISING SIGNAGE ADVERTISING THE LOT FOR SALE WITHOUT THE WRITTEN CONSENT OF LEND LEASE.
8. CONSTRUCT OR PERMIT ANY CONSTRUCTION WORKS ON THE BURDENED LOT WITHOUT ENSURING THAT ALL EXISTING TREES AND VEGETATION ON THE LAND AREA PRESERVED WHERE POSSIBLE, INCLUDING WITHOUT LIMITATION, NOT LAYING ANY TRENCHING IN THE ROOT ZONES OR BENEATH TREE CANOPIES.
9. LAY ANY ROUTES FOR SERVICES SO AS TO DISTURB ANY TREE LOCATED WITHIN THE BURDENED LOT.

### EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30TH JUNE 2031.



**Beveridge Williams**  
development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF  
1601251/45B

Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor,  
Surveyor's Plan Version (8),  
31/05/2022, SPEAR Ref: S144213T

ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by:  
Whittlesea City Council,  
01/06/2022,  
SPEAR Ref: S144213T

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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" <sup>being part of lots 1 & 2 on PS 518235K</sup> and more particularly being the area shown as hatched on the attached plan marked "B" <sup>being part of lot 1 on PS 518235K</sup> 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

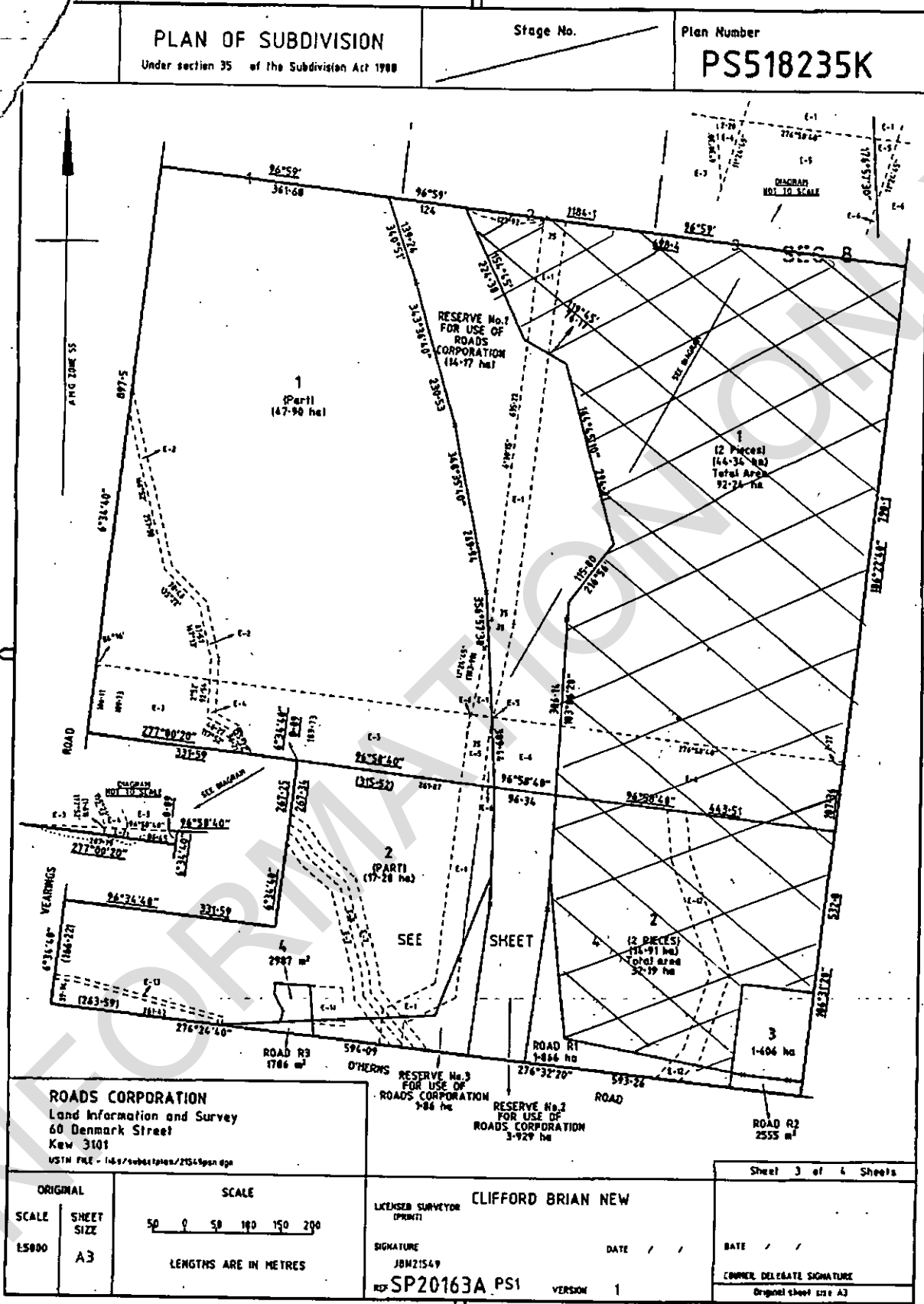
AF771740P

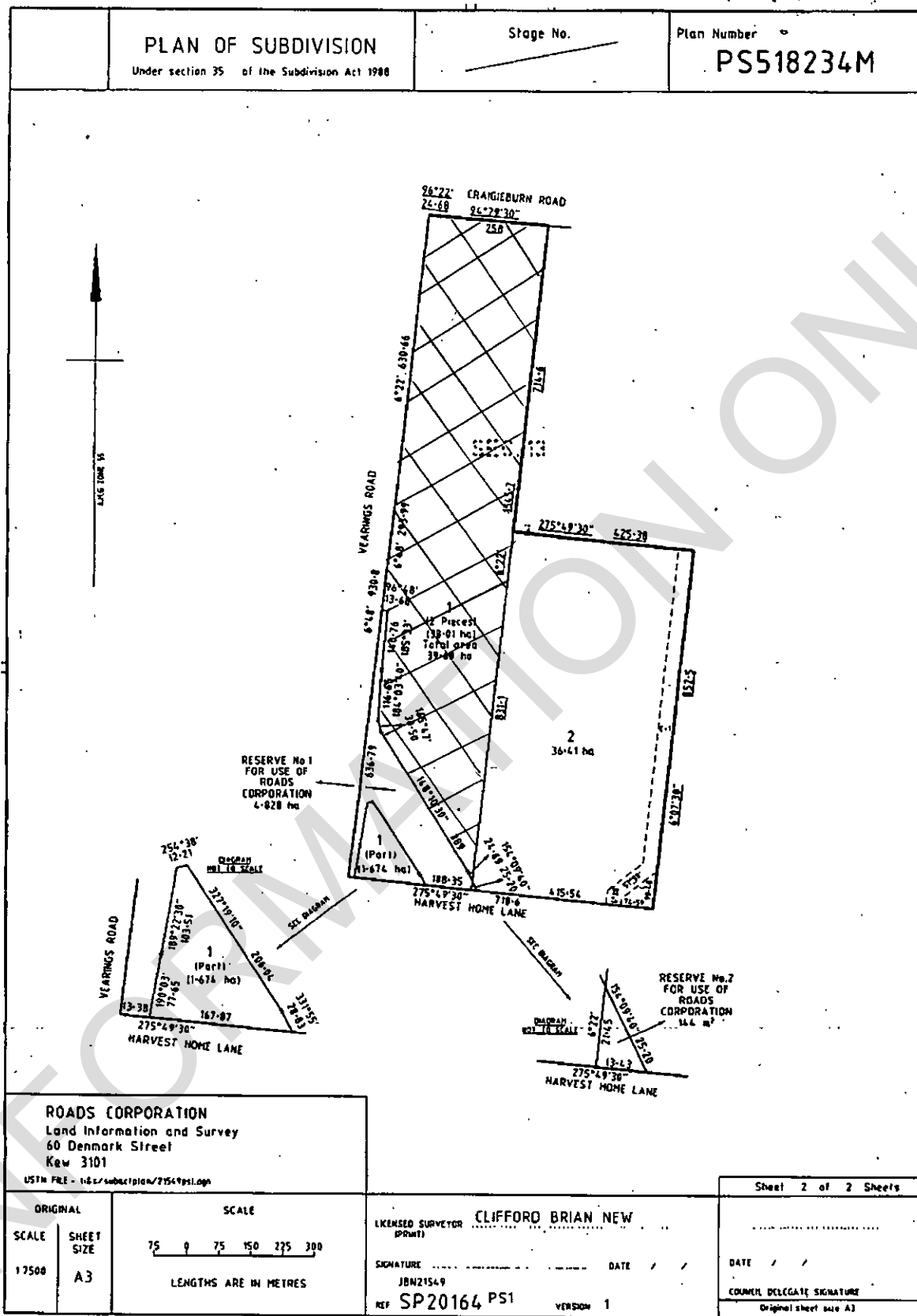
10/04/2008 \$187

173



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





AF771740P

10/04/2008 \$187

173





"C"

PLAN OF SUBDIVISION		LR use only EDITION		
<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>Council Certification and Endorsement</p> <p>Council Name: Whittlesea City Council      Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 ...../...../.....</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p>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><u>LR use only</u></p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input type="checkbox"/></p> <p>Date:      /      /</p> <p><u>LR use only</u></p> <p>PLAN REGISTERED TIME</p> <p>Date:      /      /</p> <p>Assistant Registrar of Titles.</p> <p>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>	
Easement Information				
Legend:      A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/in Favour Of
A-1	Carriageway	6.40	Vol 5750 Fol 826	Land in Vol. 5750 Fol. 826
E-1	Sewerage	See Diag	This Plan	Lot A in this plan
E-2	Powerline	14	This Plan-Sect 88 of the Electricity Industry Act 2000	TXU Electricity Ltd
E-3	Electricity Supply	1.50	This Plan	Lot A in this plan

HARVEST HOME ROAD

O'HERNS ROAD

**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 7829

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**

1:10000 **A3**

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

**SIGNATURE** ..... DATE 21/5/2023

**REF:** 3604-24      **VERSION 3**

FILE NAME: 3604p.dwg  
FILE LOCATION: PROJECTS\Subdivisions\3604-24\3604-24 SUBDIVISION.dwg  
LAYOUT NAME: Layout1  
SAVE DATE: Thu, 27 May 2023 - 10:32 LAST SAVED BY

**Sheet 1 of 1 Sheets**

**DATE**      /      /

**COUNCIL DELEGATE SIGNATURE**

Original sheet size A3

AF771740P

10/04/2008 \$187 173



**Maddocks**

Date **2** / **Nov** / 2007

**AF771740P**

10/04/2008 \$187 173



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

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

**Subject Land: Aurora Estate**

**Purpose: Development Levies**

**Whittlesea City Council**

and

**Victorian Urban Development Authority**

Interstate office  
Sydney

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

**AF771740P**



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

DATE 2 Nov /2007

**AF771740P**



## BETWEEN

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

(Council)

## AND

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

(Owner)

## RECITALS

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

## THE PARTIES AGREE

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

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

## 3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

### 3.1 Development Contributions

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

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

### 3.2 Open Space Land and Project Land transfers

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

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

whichever is the earliest.

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

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

### 3.3 Transport Corridor land

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

3.3.2 the Council and the Owner acknowledge:

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

### 3.4 Road Infrastructure Projects

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

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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**

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



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

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

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Council agrees that:

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



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

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

## **7. FURTHER OBLIGATIONS OF THE OWNER**

### **7.1 Notice and Registration**

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

### **7.2 Further actions**

The Owner further covenants and agrees that:

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

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

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

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

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

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

## **9. OWNER'S WARRANTIES**

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



## **10. SUCCESSORS IN TITLE**

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

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

## **11. GENERAL MATTERS**

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### **11.1 Notices**

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

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

### **11.2 Service of Notice**

A notice or other communication is deemed served:

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

### **11.3 No Waiver**

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

### **11.4 Severability**

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



## 11.5 No Fettering of Council's Powers

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

## 11.6 Penalty for late payment

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

## 11.7 Lower order infrastructure

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

# 12. GOODS AND SERVICES TAX

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

# 13. COMMENCEMENT OF AGREEMENT

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

# 14. ENDING OF AGREEMENT

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

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- 14.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:
- 14.2.1 the Agreement will end in relation to that allotment; and
- 14.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.
- 14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

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

 .....

Chief Executive Officer

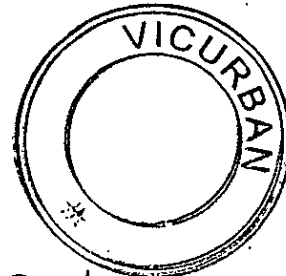
.....

Councillor

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

 .....

Chief Executive Officer



 .....

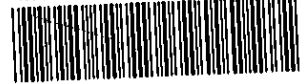
General Manager



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## Schedule 1

### Certificates of Title comprising the Subject Land

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

Does not exist

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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

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

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

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Allowances for the following have been included in our estimate:

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

Allowances for the following have been excluded from our estimate:

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

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

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

Yours faithfully

**PROWSE QUANTITY SURVEYORS PTY LTD**



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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

JOB 4605  
DATE 23/08/2007

CLIENT: VicUrban

REF

U/1

ELEM	DESCRIPTION	UNIT	COST (\$)	COST (\$)	COST (\$)
	<b>South West Football / Cricket Facility</b>				
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
	<b>Northern P-12 Football / Cricket Oval (No Pavilion)</b>				
U/4	Inc. one senior oval	ITEM			620,000
	Assoc. site works, external services	ITEM			100,000
U/5	<b>Central P-6 Football/Cricket Oval (No Pavilion)</b>	ITEM			430,000
	Includes 1 junior oval, site wks, ext services etc				
	<b>Central Soccer Facility</b>				
U/6A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			840,000
U/6B	Inc. 2 soccer pitches	ITEM			830,000
	Assoc. site works, external services	ITEM			210,000
	<b>North West Soccer Facility</b>				
U/7A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			840,000
U/7B	Inc. 2 soccer pitches	ITEM			830,000
	Assoc. site works, external services	ITEM			210,000
	<b>Eastern Tennis Court Facility</b>				
U/8A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			430,000
U/8B	Inc. 4 tennis courts	ITEM			370,000
	Assoc. site works, external services	ITEM			120,000
U/8C	<b>Northern P-12 Tennis Court Facility (No Pavilion)</b>	ITEM			360,000
	Inc 4 tennis courts, site wks, ext services etc				
	<b>Bocce Rink Facility x4 (No pavilion)</b>	ITEM			100,000
U/9A	<b>Northern P-12 Single Court School Gym Upgrade</b>	ITEM			2,270,000
	Upgrade of a standard DE&T basketball court to a double netball size court. Includes on costs				
U/9B	<b>Northern P-12 Single Court School Gym Upgrade</b>	ITEM			-
	Upgrade of a standard DE&T basketball court to a netball size court. Includes on costs (\$320,000)				
U/10A	<b>Central P-6 Single Court School Gymnasium</b>	ITEM			1,000,000
	Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds				
U/10B	<b>North West P-6 Single Court School Gymnasium</b>	ITEM			1,000,000
	Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds				
	<b>Free Standing Lawn Bowls (No pavilion)</b>	ITEM			300,000
	<b>Total Recreation Cost</b>	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 (\$)
	<b>Creeds Farm Community Childcare</b> To be advised	ITEM			TBA
U/11A	<b>Harvest Home Road CAC (Early Childhood Focus)</b> Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs	ITEM			2,200,000
U/11B	Community activity centre including MCH, pre-school, site works and external services	ITEM			1,670,000
U/12A	<b>Northern P-12 CAC (General Focus)</b> Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs	ITEM			750,000
U/12B	Community activity centre including MCH, pre-school, site works and external services	ITEM			1,670,000
U/13	<b>Sth Town Centre CAC (Skills, Training, Resources)</b> Community activity centre includes multi purpose rooms, kitchens, amenities, neighbourhood house, fine arts, performing space, site works, external services and on costs	ITEM			1,690,000
	<b>Total Community Cost</b>	ITEM			7,980,000

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

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

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

CLIENT: VicUrban

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

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

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

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

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

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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Oval Works</b>				
	Senior Ovals (16,000m2, 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)

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

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**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

**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**





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

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

**SUB-TOTAL**

\$ 689,000

PRELIMINARIES (Included Above)

- %

\$

-

DESIGN VARIABLE

5.00 %

\$

34,000

COST ESCALATION TO TENDER

- %

\$

-

COST ESCALATION DURING CONSTRUCTION

2.00 %

\$

14,000

CONTRACT CONTINGENCY

2.50 %

\$

18,000

PROFESSIONAL FEES

11.00 %

\$

85,000

LOOSE FURNITURE & EQUIPMENT (Excluded)

ITEM

\$

-

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

\$ 840,000

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173







**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

**\$ 430,000**

(Fixed Price Contract - November 2005)

**AF771740P**



**AF771740P**

10/04/2008 \$187 173



Note - carparking on next page

INFORMATION ONLY



**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

(Fixed Price Contract - November 2005)

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

**SUB-TOTAL**

\$ **821,000**

PRELIMINARIES (Included Above)

- %

\$

-

DESIGN VARIABLE

5.00 %

\$

41,000

COST ESCALATION TO TENDER

- %

\$

-

COST ESCALATION DURING CONSTRUCTION

2.00 %

\$

17,000

CONTRACT CONTINGENCY

2.50 %

\$

22,000

PROFESSIONAL FEES

11.00 %

\$

99,000

LOOSE FURNITURE & EQUIPMENT (Excluded)

ITEM

\$

-

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

\$ **1,000,000**

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187

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

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

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

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

**\$ 2,200,000**

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187 173





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

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

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

CLIENT: VicUrban

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

**AF771740P**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

**SUB-TOTAL**

**\$ 1,356,000**

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

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

**\$ 1,670,000**

(Fixed Price Contract - November 2005)

**AF771740P**

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

**\$ 750,000**

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)**  
**MCH & Preschool**

CLIENT: VicUrban

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

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

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

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

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

(Fixed Price Contract - November 2005)

**AF771740P**

**\$ 1,670,000**

10/04/2008 \$187 173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

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

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

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

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

**\$ 1,690,000**

(Fixed Price Contract - November 2005)

**AF771740P**

10/04/2008 \$187

173





**PROWSE QUANTITY SURVEYORS PTY LTD**

ABN 83 097 049 548 ACN 097 049 548

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

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

CLIENT: VicUrban

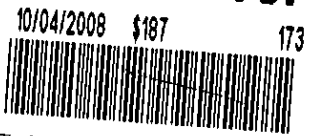
ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	<b>Core CAC: Generated by Neighbourhood Demand</b>				
	<b>Entry</b>				
	Entry (FECA) M2	35	1,700	59,500	
	Coordinators storage (FECA) M2	6	1,100	6,600	
	Coordinators offices (FECA) M2	32	1,750	56,000	
	Offices for NGO's (FECA) M2	40	1,750	70,000	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

**AF771740P**

10/04/2008 \$187 173



**AF771740P**



## **Annexure**

### **Plan identifying the**

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

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

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

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



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 23 July 2024 12:45 PM

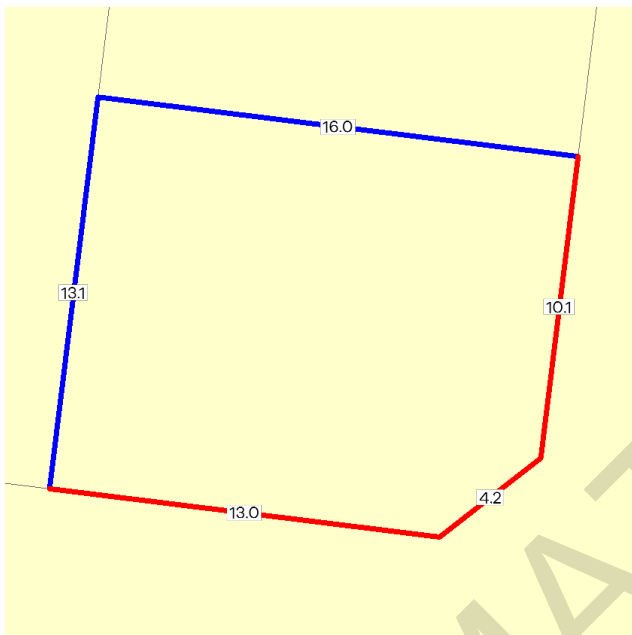
## PROPERTY DETAILS

Address: **1 HAWA AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 4511 PS817677**  
Standard Parcel Identifier (SPI): **4511\PS817677**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1171909**  
Directory Reference: **Melway 181 D1**

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

## SITE DIMENSIONS

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



**Area:** 204 sq. m

**Perimeter:** 56 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](#)

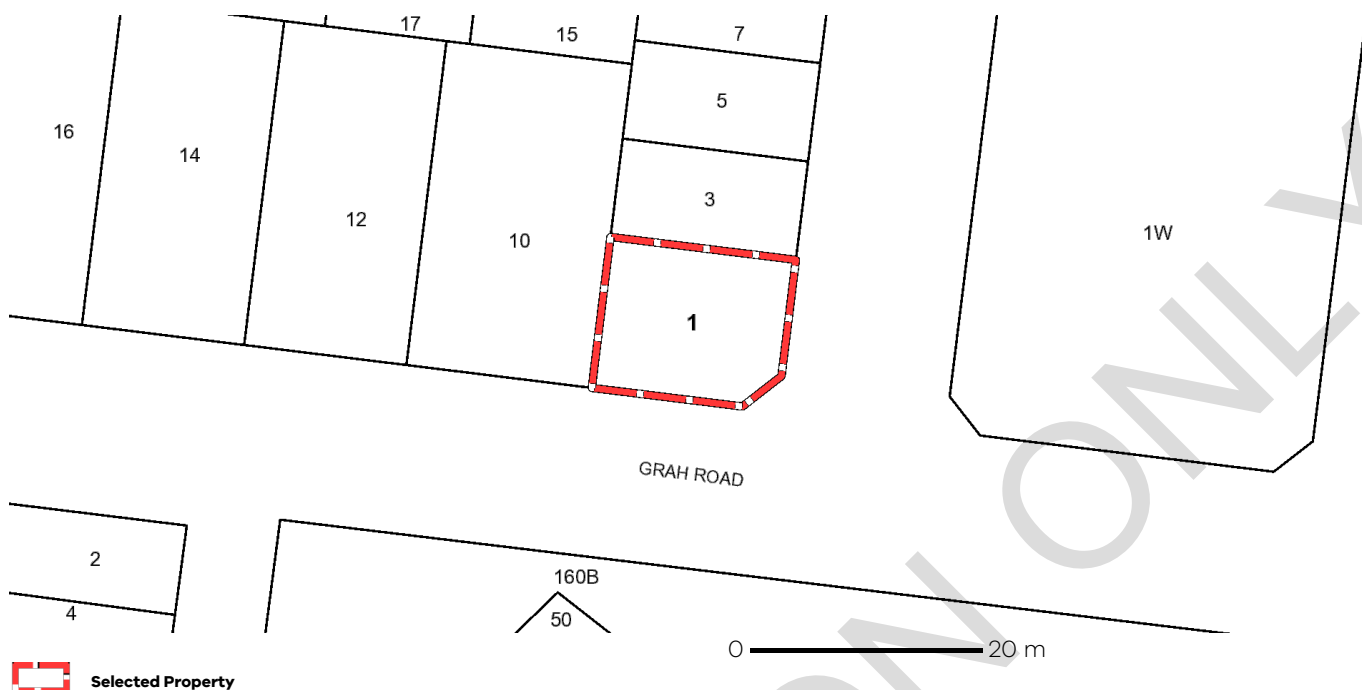
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



 Selected Property

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 July 2024 12:45 PM

## PROPERTY DETAILS

Address: **1 HAWA AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 4511 PS817677**  
Standard Parcel Identifier (SPI): **4511\PS817677**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1171909**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 181 D1**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

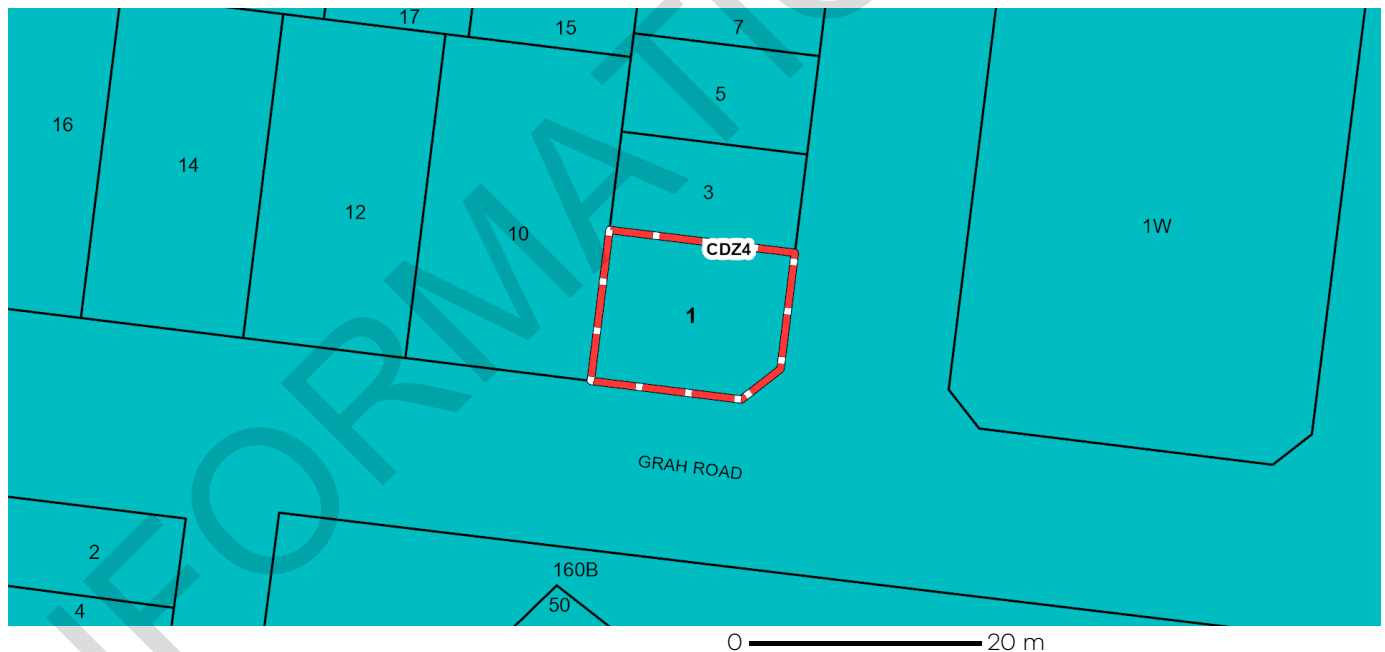
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



**CDZ - Comprehensive Development**

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

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

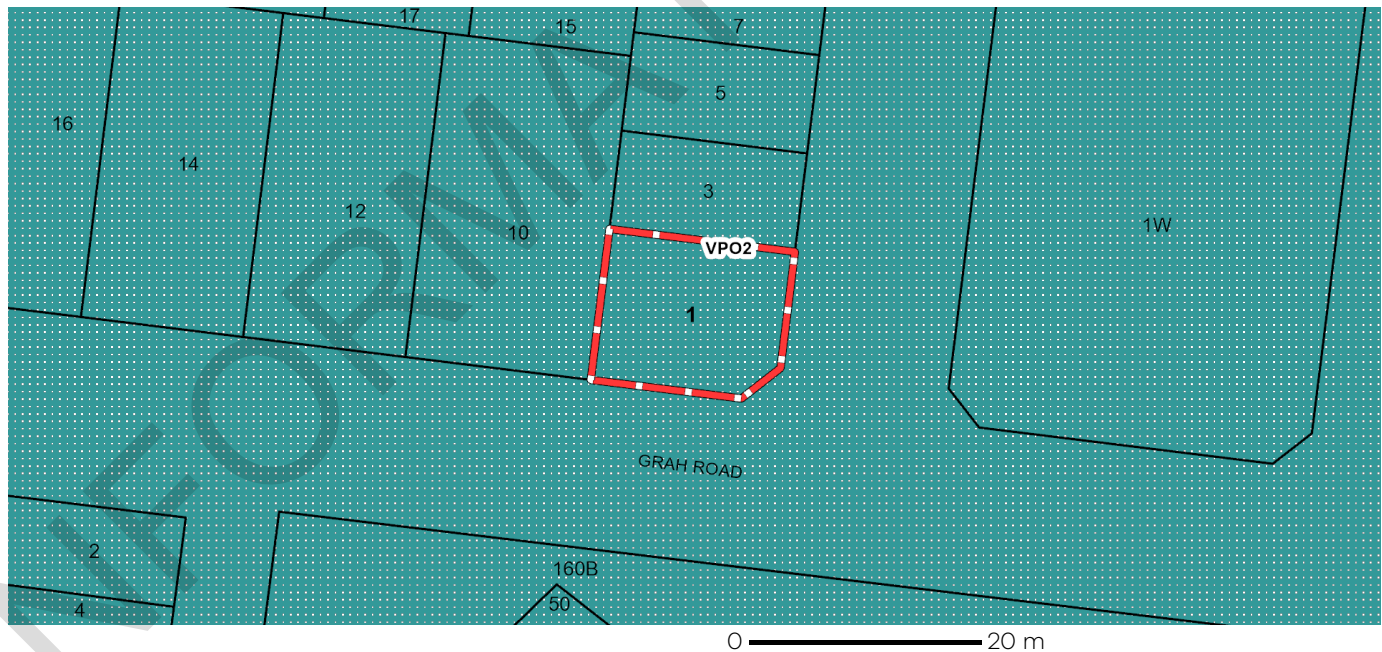


#### **DPO - Development Plan Overlay**

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

### VEGETATION PROTECTION OVERLAY (VPO)

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



#### **VPO - Vegetation Protection Overlay**

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

## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

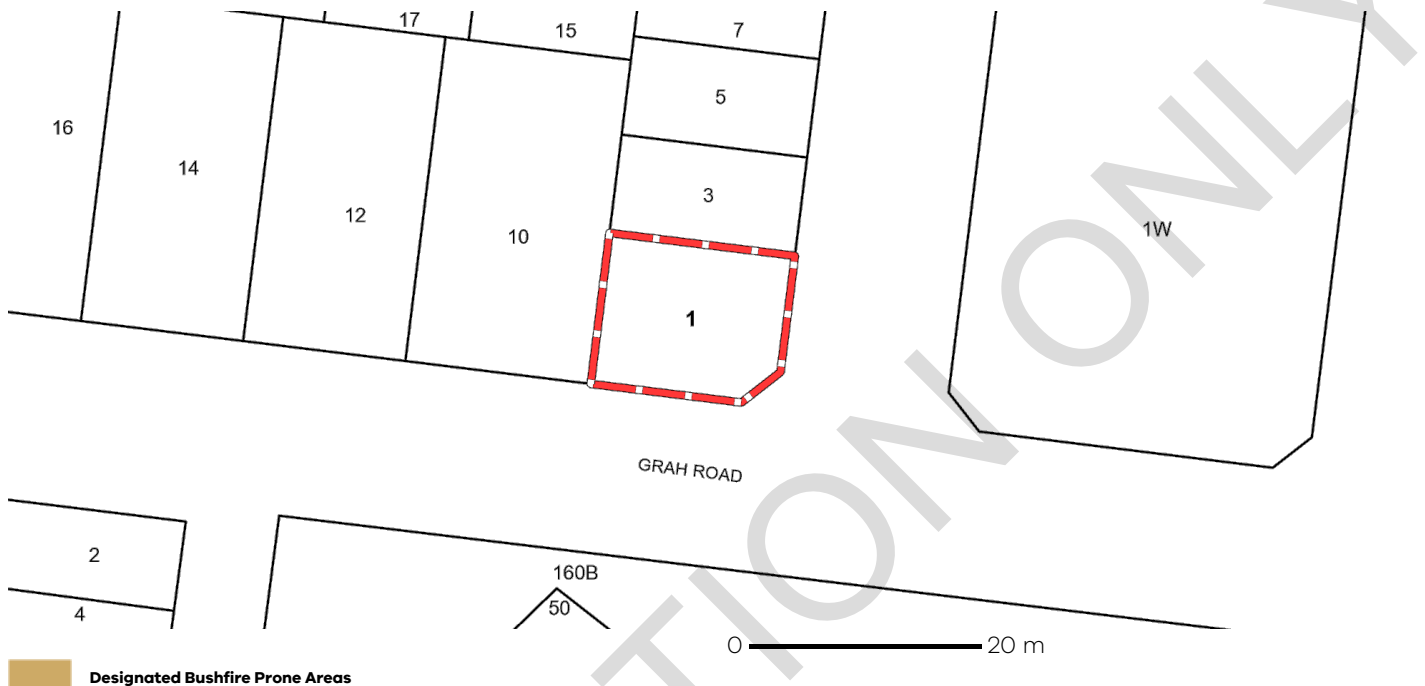
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

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

**Date of issue**  
29/07/2024

**Assessment No.**  
1171909

**Certificate No.**  
163126

**Your reference**  
25976 CERCHIARO

Home Conveyancing Reservoir Pty Ltd  
PO Box 458  
RESERVOIR VIC 3073

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 1 Hawa Avenue WOLLERT 3750

**Description:** LOT: 4511 PS: 817677H

**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	\$490,000	\$230,000	\$24,500

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. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,147.48
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$42.63
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 29/06/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$1,558.66</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,558.66</b>
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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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

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

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **1171909**



Phone 1300 301 185  
Ref **1171909**



Biller Code **5157**  
Ref **1171909**



**FORM 2**

Regulation 37(1)

**Building Act 1993**

Building Regulations 2018

**BUILDING PERMIT**

**ISSUED TO (AGENT OF OWNER)**

Soho Living Australia Pty Ltd - 11/14 Sabre Drive, Port Melbourne - 3207, VIC - info@soholive.com.au

**ADDRESS FOR SERVING OR GIVING OF DOCUMENTS**

Soho Living Australia Pty Ltd - 11/14 Sabre Drive, Port Melbourne - 3207, VIC - Telephone: 03 8560 3303

**OWNERSHIP DETAILS**

Mario Cerchiaro & Netty Janetta Cerchiaro - 7 South Morang, Strahan Place - 3752, VIC  
 Contact: Mario Cerchiaro Email: tnalipan@bigpond.com Telephone: 0411 068 597

**PROPERTY DETAILS****Lot 4511 (1) Hawa Avenue, Wollert - 3750**

LP/PS	VOLUME	FOLIO	COUNTY
PS817677H	12380	985	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT
City of Whittlesea

BUILDER
Soho Living Australia Pty Ltd, 11/14 Sabre Drive, Port Melbourne - 3207, VIC - 03 8560 3303

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT
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Soho Living Australia Pty Ltd	Builder	CDB-U 50036
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Gervase Purich	Engineer	PE0003141
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Michael Dobbs	Fire Engineer	PE0003177
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Kieran Doherty	Fire Engineer	PE0002307
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DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK
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Soho Living Australia Pty Ltd	Builder	CDB-U 50036
-------------------------------	---------	-------------

DETAILS OF DOMESTIC BUILDING WORK INSURANCE
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Bovill Risk & Insurance Consultants Pty Ltd	INSURANCE POLICY NUMBER
	C733918

TOWN PLANNING PERMIT NO. (IF APPLICABLE)	DATE OF TOWN PLANNING PERMIT
PLN-39904	28 <sup>th</sup> October 2022

NATURE OF BUILDING WORK
Proposed Construction of a New Dwelling and Garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2
--

STOREYS CONTAINED	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORK	FLOOR AREA OF NEW BUILDING WORK
Two	Whole	\$294,477.00	160 m2

BUILDING CLASSIFICATION	BCA CLASSIFICATION	DESCRIPTION
Ground Floor & First Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)
--------------------------------------

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:
---

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)
--------------------------------------

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:
---

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel50 External Wall system is supported by a CodeMark (CM40233) Certificate of conformity that the product meets the Performance Requirements of the Building Regulations.
2. P2.2.2 – Weatherproofing	
3. P2.3.1 – Spread of fire	
4. P2.3.4 – Building in Bushfire areas	
5. P2.4.6 – Sound Insulation	
6. P2.4.7 – Condensation and water vapour management	
7. P2.6.1 – Energy Efficiency	

PERFORMANCE SOLUTION (IF APPLICABLE)
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A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:
---

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) & (b)(iii) - Structural stability and resistance	A combination of Deemed-to-satisfy solutions and Performance Solutions was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40242 Rev2) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.
2. P2.2.2 – Weatherproofing	
3. P2.2.3 – Rising Damp	
4. P2.7.5 – Building in bushfire prone areas	
5. P2.6.1 – Building	

PERFORMANCE SOLUTION (IF APPLICABLE)
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PERFORMANCE SOLUTION (IF APPLICABLE)
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226 normanby road, southbank victoria 3006  
 t +61 3 9673 0000 f +61 3 9673 0099

CBS 2022/0008588

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
<ol style="list-style-type: none"> <li>P2.1.1 (b)(iii) – Structural stability and resistance</li> <li>P2.2.2 – Weatherproofing</li> <li>P2.2.3 – Rising Damp</li> <li>P2.4.6 – Sound installation</li> <li>P2.3.1 – Spread of fire</li> <li>P2.6.1 – Building</li> </ol>	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Zerobound External Wall Cladding System is supported by a CodeMark Certificate of Conformity (CM40315) confirming that the product meets the relevant Performance Requirements.

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
<ol style="list-style-type: none"> <li>P2.3.1 – Spread of fire</li> </ol>	To allow the CBMA Zerobound Boundary Wall System to be modified to have framework incorporating 90x35mm MGP10 timber studs in lieu of 90x45mm MGP10 timber studs to achieve an FRL of up to 60/60/60 from the outside direction.

**PRESCRIBED REPORTING AUTHORITIES**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION No.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. Yarra Valley Water	Report & Consent – Building over an easement	130 (1)

**PROTECTION WORK**

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

**INSPECTION REQUIREMENTS**

The mandatory inspection notification stages are:			
Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

**OCCUPATION OR USE OF BUILDING**

An occupancy permit is required prior to the occupation or use of this building.  
If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

**COMMENCEMENT AND COMPLETION**

The building work must commence by 10/11/2023  
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.  
This building work must be completed by 10/11/2024  
If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

**CONDITIONS:**

- This Permit is subject to the following conditions: -
1. This building permit shall be read in-conjunction with the endorsed drawings.
  2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
  3. The builder named in the building must ensure that
    - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
      - (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
      - (ii) The building permit number and the date of issue of the permit; and
    - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
  4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
  5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
  6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
  7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a HEAT PUMP WATER HEATER system.
  8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
  9. It is the owner's responsibility to ensure that all building works are constructed in accordance with the town planning permit and endorsed drawings.
  10. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
  11. The builder is to ensure the light weight cladding system is installed strictly in accordance with The Hebel Houses and Low Rise Multi Residential PowerPanel50 External Walls Vertical & Horizontal Installation Guide version HELIT181AUG20. Zero Boundary Wall applications to be installed in accordance with Hebel technical update also (Hebel PowerPanelXL & PowerPanel50 External Walls Slab Edge Rebate Technical Update TU-033 dated 17/08/2020.). Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
  12. The builder is to ensure the lightweight cladding system (MasterWall X-Series) is installed strictly in accordance with MasterWall X-Series Direct-To-Frame System Installation & Construction Details technical document dated 08/06/2021. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
  13. The builder is to ensure the CBMA Zerobound External Wall Cladding System is installed strictly in accordance with Zerobound Zero Allotment Boundary Wall Installation Guide Version 4.0. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
  14. Prior to the issue of the Occupancy Permit and the installation of the surface covering/s to all stair treads, ramps and landings; the builder shall provide the manufacturers test certificates (in accordance with AS 4586) to demonstrate that all surface coverings are compliant with TABLE 3.9.1.3 of the NCC 2019 – Volume 2, to the satisfaction of the relevant building surveyor.
  15. It is the builder's responsibility to ensure that all building works are constructed in accordance with the Conditions listed in (Yarra Valley Water) build over application form (Application No: 553909).

**RELEVANT BUILDING SURVEYOR**

**David Dennerley**

**BUSINESS**

Checkpoint Building Surveyors  
Address: 226 Normanby Road Southbank VIC 3006  
Email: [enquiries@checkpoint.com.au](mailto:enquiries@checkpoint.com.au)  
Phone: (03) 9673 0000

**SIGNATURE**



**REGISTRATION NO.**

**BS-L 60053**

**PERMIT NO.**

7579634125545

**DATE**

10/11/2022

**NOTES:**

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

# FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

## OCCUPANCY PERMIT

### PROPERTY DETAILS

Lot 4511 (1) Hawa Avenue , Wollert - 3750			
LP/PS	VOLUME	FOLIO	COUNTY
PS817677H	12380	985	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
City of Whittlesea			

### BUILDING PERMIT DETAILS

Building Permit No.: 7579634125545
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

### BUILDING DETAILS

Proposed Construction of a New Dwelling and Garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground & First Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

### PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

### PERFORMANCE SOLUTION (IF APPLICABLE)

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RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.3.1 – Spread of fire 4. P2.3.4 – Building in Bushfire areas 5. P2.4.6 – Sound Insulation 6. P2.4.7 – Condensation and water vapour management 7. P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel50 External Wall system is supported by a CodeMark (CM40233) Certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

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A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) & (b)(iii) - Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp 4. P2.7.5 – Building in bushfire prone areas 5. P2.6.1 – Building	A combination of Deemed-to-satisfy solutions and Performance Solutions was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40242 Rev2) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.

### PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (b)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp 4. P2.4.6 – Sound installation 5. P2.3.1 – Spread of fire 6. P2.6.1 – Building	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Zerobound External Wall Cladding System is supported by a CodeMark Certificate of Conformity (CM40315) confirming that the product meets the relevant Performance Requirements.

**PERFORMANCE SOLUTION (IF APPLICABLE)**

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.3.1 – Spread of fire	To allow the CBMA Zerobound Boundary Wall System to be modified to have framework incorporating 90x35mm MGP10 timber studs in lieu of 90x45mm MGP10 timber studs to achieve an FRL of up to 60/60/60 from the outside direction.

**PRESCRIBED REPORTING AUTHORITIES**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Whittlesea	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. Yarra Valley Water	Report & Consent – Building over an easement	130 (1)

**CONDITIONS**

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- The connection of water and gas (if required) with the relevant supply authorities.

**SUITABILITY FOR OCCUPATION**

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

**DATE OF FINAL INSPECTION**

19/10/2023

**RELEVANT BUILDING SURVEYOR**

David Dennerley

**BUSINESS**

Checkpoint Building Surveyors  
Address: 226 Normanby Road Southbank VIC 3006  
Email: [enquiries@check-point.com.au](mailto:enquiries@check-point.com.au)  
Phone: (03) 9673 0000

**REGISTRATION No.**

BS-L 60053

**OCCUPANCY PERMIT No.**

7579634125545

**SIGNATURE**



**DATE OF ISSUE**

27/10/2023

**NOTES:**

- In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
- Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

GENERAL NOTES
(NCC 2019 & BUILDING REGULATIONS 2018)

- ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, THE NATIONAL CONSTRUCTION CODE OF AUSTRALIA 2019 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS (AS AMENDED) REFERRED TO THEREIN.
- GLAZING INCLUDING SAFETY GLAZING SHALL BE INSTALLED TO A SIZE, TYPE & THICKNESS SO AS TO COMPLY WITH;
  - NCC PART 3.6 FOR CLASS 1 AND 10 BUILDINGS WITHIN A DESIGN WIND SPEED OF NOT MORE THAN N3, AND
  - NCC PART B1.4 FOR CLASS 2 TO 9 BUILDINGS
  - WATERPROOFING OF WET AREAS, BEING BATHROOMS, SHOWERS, SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS 3740-2010: WATERPROOFING OF WET AREAS WITHIN RESIDENTIAL BUILDINGS.

SUSTAINABILITY MEASURES FOR NEW CLASS 1 BUILDINGS. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ANY HOUSE ENERGY RATING (HER) REPORT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STAMPED PLANS ENDORSED BY THE ACCREDITED THERMAL PERFORMANCE ASSESSOR WITHOUT ALTERATION.

SITE BUSHFIRE ATTACK ASSESSMENT. REFERENCE DOCUMENT AS 3959-2018 CONSTRUCTION OF BUILDINGS IN BUSHFIRE PRONE AREAS.

- STEPS & LANDINGS
- STEP SIZES (OTHER THAN FOR SPIRAL STAIRS) TO BE:
  - RISERS (R) 190mm MAXIMUM AND 115mm MINIMUM
  - GOING (G) 355mm MAXIMUM AND 240mm MINIMUM
  - 2R + 1G = 700mm MAXIMUM AND 550mm MINIMUM
  - 125mm MAXIMUM GAP TO OPEN TREADS
  - ALL TREADS, LANDINGS AND THE LIKE TO HAVE NON SLIP FINISH OR SUITABLE NON-SKID STRIP NEAR EDGE OF NOSING.

BUSHFIRE ATTACK LEVEL:- (BAL)

BAL-N/A - THERE IS INSUFFICIENT RISK TO WARRANT SPECIFIC CONSTRUCTION REQUIREMENTS

ALL HOMES TO COMPLY WITH AS 3959-2018 (BAL)

WIND SPEED ASSESMENT:

MAXIMUM DESIGN GUST WIND SPEED FOR THIS SITE IS: N2 - 33 m/s

IMPORTANT NOTE:  
THE WIND SPEED CALCULATION IS TAKEN FROM THE JOB SPECIFIC SOIL REPORT (FRONT PAGE)

STANDARD HOMES ARE DESIGNED TO SUIT A MINIMUM WIND GUST SPEED OF 33 m/s

FINAL CONSTRUCTION DRAWINGS

CHECKED BY: NEV COCKAYNE ON 18-Nov-22

- PROVIDE BALUSTRADES WHERE CHANGE IN LEVEL EXCEEDS 1000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS. BALUSTRADES (OTHER THAN TENSIONED WIRE BALUSTRADES) TO BE:
  - 1000mm MIN. ABOVE FINISHED SURFACE LEVEL OF BALCONIES, LANDINGS OR THE LIKE, AND
  - 865mm MIN. ABOVE FINISHED SURFACE LEVEL OF STAIR NOSING OR RAMP, AND
  - VERTICAL WITH LESS THAN 125mm GAP BETWEEN, AND
  - ANY HORIZONTAL ELEMENT WITHIN THE BALUSTRADE BETWEEN 150mm AND 760MM ABOVE THE FLOOR MUST NOT FACILITATE CLIMBING WHERE CHANGES IN LEVEL EXCEEDS 4000MM ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS.
- WIRE BALUSTRADE CONSTRUCTION TO COMPLY WITH NCC 2019 VOLUME 2 PART 3.9.2.3 FOR CLASS 1 AND 10 BUILDINGS AND NCC 2019 VOLUME 1 PART D2.16 FOR OTHER CLASSES OF BUILDINGS.
- HAND RAILS TO BE 865mm MINIMUM ABOVE STAIR NOSING AND LANDINGS.

- GENERAL:
- WINDOW SIZES NOMINATED ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER. WINDOWS TO BE FLASHED ALL AROUND.
  - WHERE THE BUILDING (EXCLUDES CLASS 10) IS LOCATED IN A TERMITE PRONE AREA THE AREA TO UNDERSIDE OF BUILDING AND PERIMETER IS TO BE TREATED AGAINST TERMITE ATTACK.
  - CONCRETE STUMPS:
    - UP TO 1400mm LONG TO BE 100mm X 100mm (1 NO. H.D. WIRE)
    - 1401mm TO 1800mm LONG TO BE 100mm X 100mm (2 NO. H.D. WIRES)
    - 1801mm TO 3000mm LONG TO BE 125mm X 125mm (2 NO. H.D. WIRES)
    - 100mm X 100mm STUMPS EXCEEDING 1200mm ABOVE GROUND LEVEL TO BE BRACED WHERE NO PERIMETER BASE BRICKWORK PROVIDED.
  - FOR BUILDINGS IN MARINE OR OTHER EXPOSURE ENVIRONMENTS SHALL HAVE MASONRY UNITS, MORTAR AND ALL BUILT IN COMPONENTS AND THE LIKE COMPLYING WITH THE DURABILITY REQUIREMENTS OF TABLE 5.1 OF AS3700-2018 MASONRY STRUCTURES
  - ALL STORMWATER TO BE TAKEN TO THE LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITIES APPROVAL.
  - THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL AND ALL OTHER CONSULTANTS DRAWINGS/ DETAILS AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.
  - SITE PLAN MEASUREMENTS IN MILLIMETRES - ALL OTHER MEASUREMENTS IN MILLIMETRES U.N.O.
  - FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
  - THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF ALL NEW AND/OR EXISTING STRUCTURES DURING ALL WORKS.
  - THE BUILDER AND SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS AND SPECIFICATIONS AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. REPORT ALL DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION.
  - INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.

- THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.
- THE APPROVAL BY THIS OFFICE OF A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ANY SAID VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT AND WHERE APPLICABLE THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING THE SAID VARIATION.

STORMWATER

100MM DIA. CLASS 6 UPVC STORMWATER LINE LAID TO A MINIMUM GRADE OF 1:100 AND CONNECTED TO THE LEGAL POINT OF STORMWATER DISCHARGE. PROVIDE INSPECTION OPENINGS AT 9000mm C/C AND AT EACH CHANGE OF DIRECTION. THE COVER TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THEN;

- 100MM UNDER SOIL
- 50MM UNDER PAVED OR CONCRETE AREAS
- 100MM UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
- 75MM UNDER REINFORCED CONCRETE DRIVEWAYS

PLIABLE MEMBRANES

AS PER CLAUSE 3.8.7.2 OF NCC 2019 A PLIABLE BUILDING MEMBRANE TO BE INSTALLED THAT COMPLIES WITH AS/NZS 4200.1 AND TO BE INSTALLED IN ACCORDANCE WITH AS/NZS 4200.2 AND MUST BE A VAPOUR PERMEABLE MEMBRANE FOR CLIMATE ZONES 6/7/8." ALTERNATIVELY, SECTION 10 MAY BE ADOPTED UNDER THE PROVISIONS OF NCC 2019 CLAUSE 3.8.7.2 - PLIABLE BUILDING MEMBRANE

CONDENSATION MANAGEMENT

AS PER CLAUSE 3.8.7.3 OF NCC 2019 EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED DIRECTLY VIA A SHAFT OR DUCT TO OUTDOOR AIR; OR TO A ROOF SPACE THAT IS VENTILATED IN ACCORDANCE WITH 3.8.7.4

6.0 STAR ENERGY RATING REQUIREMENTS

GENERAL

- Aluminium improved frames used throughout
- External doors fitted with a weather strip
- Windows and sliding doors are fitted with weather seals
- Gaps and cracks around doors, windows and service penetrations are sealed
- Exhaust fans to be self closing, fitted with a draftstoppa or similarly sealed
- Obstructions such as adjacent houses have been included in each rating
- Utility doors are sealed
- Downlights have been rated as sealed, with no air flowing between the ceiling and the roof space.

INSULATION

- R6.0 Bulk insulation to ceilings (not including roof space above garage or porch).
- R2.7 Bulk insulation to external walls
- R2.5 Bulk insulation to zero bound wall system
- R2.7 Bulk insulation to internal walls adjoining garage
- R4.0 Bulk insulation to posi floor construction or similar over garage & porch

GLAZING

All aluminum windows/ or door supplied must equal and/or can be less than the "U-value" listed below:

- Aluminum A (awning ) Single Glazed Clear (U Value 5.90, SHGC 0.57).
- Aluminum B (sliding & fixed) Single Glazed Clear (U Value 5.90, SHGC 0.65).

SKYLIGHT

- First floor double glazed aluminium



SITE ANALYSIS	
BUILDING AREA:	90.83m <sup>2</sup>
IMPERMEABLE AREAS:	38.15m <sup>2</sup>
SITE AREA:	205.00m <sup>2</sup>
PERMEABILITY	37.08%
SITE COVERAGE	44.31%

COLOUR SCHEMES	
INTERNAL COLOUR SCHEME: 5	
EXTERNAL COLOUR SCHEME: A	

HOUSING SPEC	
SOHO SMART TERRACE SPEC	

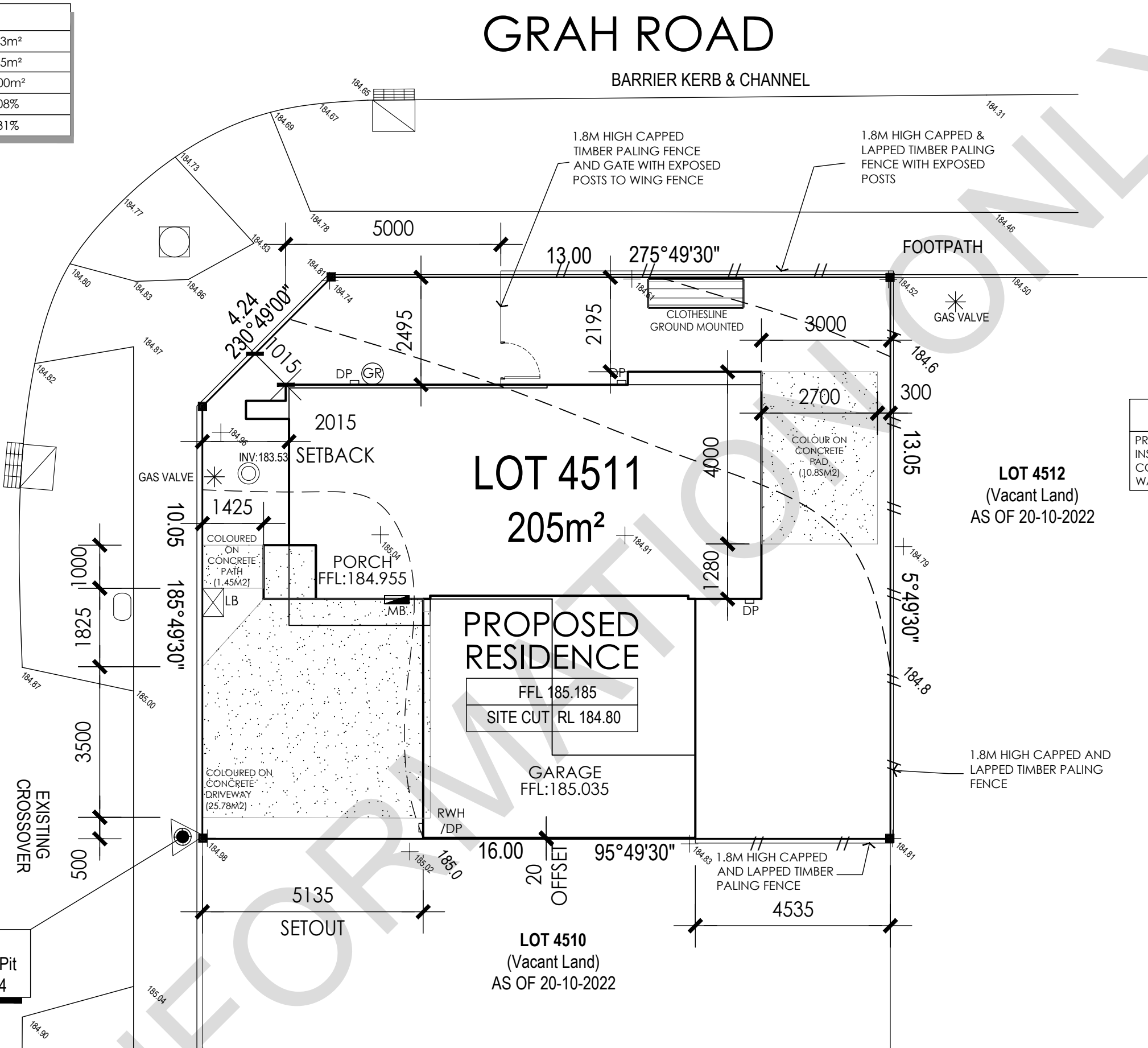
GR	GAS RUN IN
----	------------

HAWA AVENUE

EXISTING CROSSOVER

TBM  
CL Electric. Pit  
RL: 185.04

NORTH



**RECYCLED WATER**

PROVIDE RECYCLED WATER INCLUDING PLUMBING FOR THE INSTALLATION OF 2 EXTRA GARDEN TAPS (RECYCLED) AND CONNECTION OF UP TO 2NO TOILETS USING ESTATES RECYCLED WATER SUPPLY.

REFER TO FINAL DRAINAGE PLANS FOR LOCATIONS OF AGRICULTURAL DRAINS AND SILT PITS

**SITE CUT AND BATTER**

SITE CUT AND FILL TO BE MINIMUM 1.2M FROM DWELLING BOUNDARY AND BATTERED AT NO MORE THAN 45°. PORCH AND ALFRESCO STEP-DOWN TO BE 172MM UNLESS SPECIFIED

SITE CUTS/FILLING WORKS NOT SUPPORTED BY RETAINING WALLS SHALL BE FINISHED WITH A BATTER OF 45 DEGREES AND AN AGRICULTURAL DRAIN AT THE BASE OR A SPOON DRAIN AT THE END OF ANY FUTURE PAVING

EXTERNAL WALL FOOTINGS SHALL NOT BE FOUNDED AT GREATER DEPTHS THAN THE ADJOINING BUILDING FOOTINGS. STOP WORKS AND CONTACT THE OFFICE IMMEDIATELY IF THE ABOVE CANNOT BE ACHIEVED

**SITE NOTES:**

SOIL CLASSIFICATION  
CLASS "H2"  
AS PER SOIL REPORT PROVIDED BY "STRUCTURER"  
FILE No: 156482  
DATED: 23-06-2022

STORMWATER DRAIN  
CONSTRUCT & DISCHARGE 100 DIA. P.V.C STORM WATER DRAIN TO LEGAL POINT OF DISCHARGE AS DIRECTED BY THE RELEVANT AUTHORITY. MIN FALL 1:100 PROVIDE INSPECTION OPENINGS AT 9000 MAX CTBS OR AT EVERY CHANGE OF DIRECTION. DP DENOTES 100x50 DOWNPIPES AT 12000 MAX CTBS. PROVIDE 100 DIAM SEWERGRADE S.W DRAIN UNDER SLAB AND DRIVEWAY

LEVELS  
LEVELS SHOWN ARE TO AN ARBITRARY DATUM AND ARE TO BE USED AS A GUIDE ONLY. OWNER/BUILDER TO CHECK AND VERIFY ON SITE PRIOR TO ANY WORK BEING CARRIED OUT.  
ALL LEVELS ON DRAWINGS ARE NOMINAL AND MAY ALTER DUE TO SITE CONDITIONS UP TO 50mm EITHER WAY.

GENERAL  
CONTRACTOR IS RESPONSIBLE FOR SETTING OUT AND CHECKING ALL LEVELS AND MEASUREMENTS ON SITE PRIOR TO COMMENCEMENT OF ANY WORK.  
-ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL OF RELEVANT BUILDING SURVEYOR.  
-ALL WORK SHOWN TO BE CARRIED OUT IN GOOD WORKMAN LIKE MANNER IN ACCORDANCE WITH "NATIONAL CONSTRUCTION CODE -2019".  
-NO RESPONSIBILITY IS TAKEN FOR WORK DONE AFTER ACCEPTANCE OF PLANS BY CLIENT.  
-WORK SHOWN TO BE IN ACCORDANCE WITH SPECIFICATIONS/COMPUTATIONS SUPPLIED.

EXCAVATION  
-EXCAVATE FOOTINGS AND DRAINS AS SHOWN. KEEP EXCAVATIONS DRY AND BACKFILL WITH APPROVED MATERIALS FREE OF ANY BUILDING DEBRIS.

CONSTRUCTION DRAWINGS

<div>SOHO LIVING</div> <div>e.info@soholiving.com.au p. 13 SOHO 11/41 Sabre Drive, Port Melbourne. VIC 3207 www.soholiving.com.au</div>	House type: <b>THE HEALEY CNR DG - RH</b>	Clients Signature / Date	Job No: <b>602015</b>	Revision Table:		Sheet: <b>2a</b> of <b>18</b>	Clients: <b>M. CERCHIARO &amp; N. J. CERCHIARO</b>	<p>THIS DESIGN IS EXCLUSIVELY OWNED BY SOHO LIVING AND CANNOT BE REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, IN ANY FORM (GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOGRAPHY) WITHOUT THE WRITTEN PERMISSION OF SOHO LIVING.</p> <p>DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE. CONFIRM ALL LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORK. NOTIFY SOHO LIVING OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT. DRAWINGS TO BE READ IN CONJUNCTION WITH SPECIFICATION, ENGS DWGS, SOIL REPORT &amp; SERVICE DWGS.</p> <p>ALL WORKS ARE COMPLY WITH CURRENT AUSTRALIAN STANDARDS &amp; BE IN ACCORDANCE WITH BCA.</p> <p>© Copyright-2021</p>
	Facade type: <b>TYPE A</b>	Clients Signature / Date	Drawn: <b>NC</b>	Revision no.: <b>CONTRACT ISSUE</b>	By: Date: <b>CH 12.08.21</b>			
	Drawing title: <b>SITE PLAN</b>	Builders Signature / Date	Checked: <b>--</b>	<b>PCD1</b>	<b>PG 21.06.22</b>			
			Issue: <b>CO1</b>	<b>APPROVED TOWN PLANNING DRAWINGS</b>	<b>NC 25-10-22</b>			
			Date: <b>16-11-22</b>	<b>CONSTRUCTION DRAWINGS</b>	<b>NC 16-11-22</b>			
Proposed Residence At: <b>LOT 4511 HAWA AVENUE, WOLLERT AURORA ESTATE</b>		Scale: <b>1:100</b>						

**IMPORTANT NOTE:**  
REFER TO ENGINEERS DESIGN FOR ARTICULATION  
JOINT LAYOUT

**NOTE:**  
PENETRATIONS THROUGH THE SISALATION PAPER  
ARE TO BE TAPED AROUND CAREFULLY TO ENSURE  
ANY GAPS ARE SEALED.

**HEAT PUMP HOT WATER SYSTEM:**  
PROVIDE MIDEA RSJ 15/190RDN3-C  
HEAT PUMP WATER HEATER WITH  
CHROMAGEN JSW52-26VH(NG) GAS BOOSTER IN  
LIEU OF SOLAR HOT WATER SYSTEM .  
THIS SYSTEM IS TO BE INSTALLED IN ACCORDANCE  
WITH THE PLUMBING REGULATIONS 2018

- (GR) GAS RUN IN  
(C) CAPPED COLD WATER POINT  
(G) CAPPED GAS POINT

SIZE ANALYSIS		
	m <sup>2</sup>	sq
GROUND FLOOR	54.85	5.90
FIRST FLOOR	68.36	7.36
GARAGE	35.61	3.83
PORCH	1.51	0.16
GRAND TOTAL	160.33	17.26

**SOHO**  
LIVING

e.info@soholive.com.au p.13 SOHO  
11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholive.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**GRD FLR PLAN**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:		
Revision no.:	By:	Date:
CONTRACT ISSUE	CH	12.08.21
PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**3 of 18**

Scale:  
**1:100**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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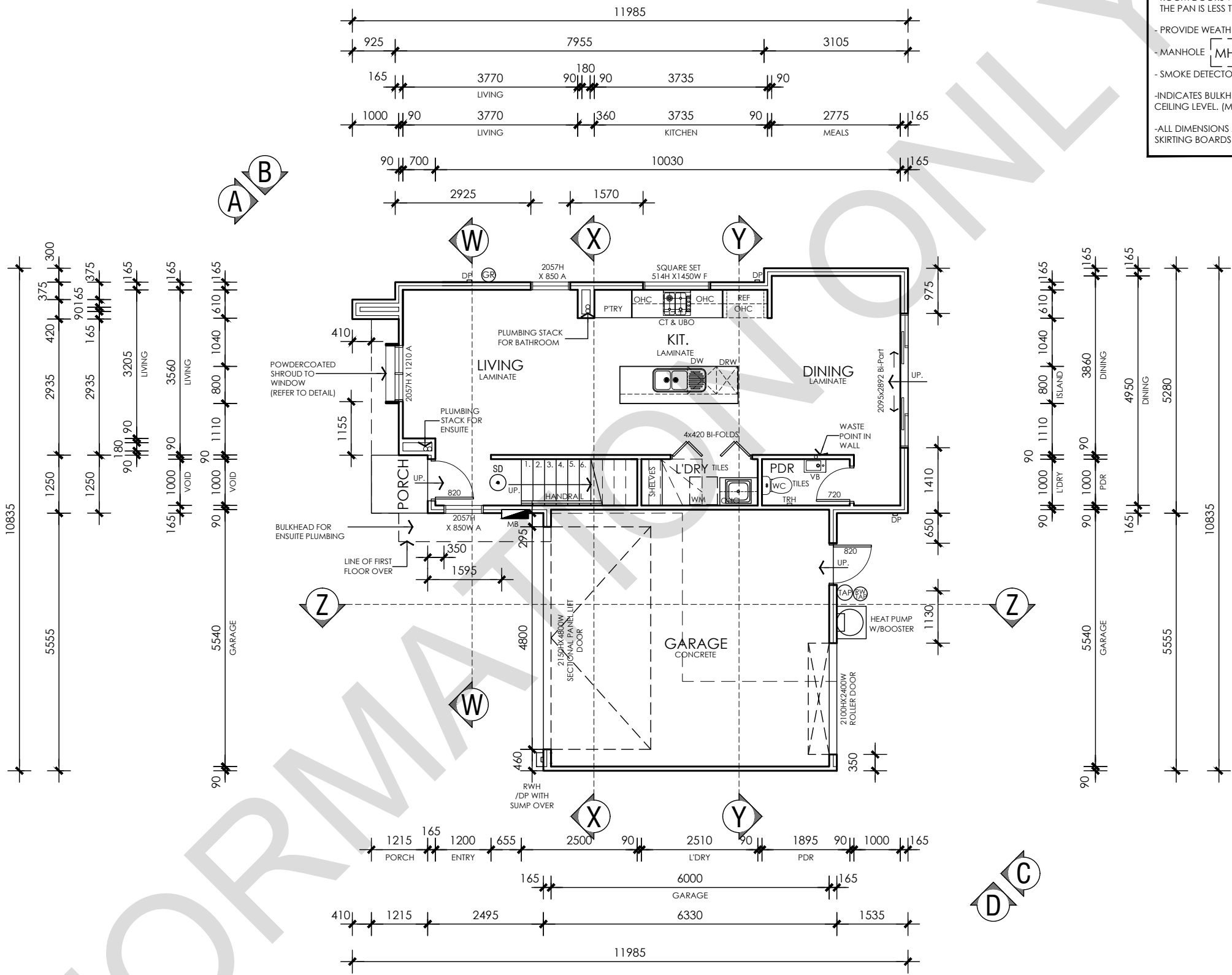
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DIMENSIONS ON SITE PRIOR TO COMMENCEMENT  
OF WORK. NOTIFY SOHO LIVING OF ANY  
DISCREPANCIES PRIOR TO COMMENCEMENT.  
DRAWINGS TO BE READ IN CONJUNCTION WITH  
SPECIFICATION, ENGS DWGS, SOIL REPORT &  
SERVICE DWGS.

ALL WORKS ARE COMPLY WITH CURRENT  
AUSTRALIAN STANDARDS & BE IN ACCORDANCE  
WITH BCA.

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## GENERAL NOTES

- WRITTEN DIMENSIONS TAKE PREFERENCE OVER SCALE
- PROVIDE REMOVABLE HINGES TO ALL HINGED WC & POWDER ROOM DOORS WHEN DISTANCE FROM THE DOOR OPENING TO THE PAN IS LESS THAN 1200mm FOR INWARD SWINGING DOORS.
- PROVIDE WEATHER STRIPS TO FRONT ENTRY DOOR
- MANHOLE (MH)
- SMOKE DETECTOR (HARDWIRED WITH BATTERY BACKUP) (SD)
- INDICATES BULKHEADS & HAMPERS, TO BE 290mm FROM CEILING LEVEL. (MAX. 3000mm WIDE OPENINGS)
- ALL DIMENSIONS ARE TO STUD FRAME, PLASTER AND SKIRTING BOARDS NOT CONSIDERED.





REFER TO ENGINEERS DESIGN FOR ARTICULATION  
JOINT LAYOUT

**NOTE:**  
PENETRATIONS THROUGH THE SISALATION PAPER  
ARE TO BE TAPED AROUND CAREFULLY TO ENSURE  
ANY GAPS ARE SEALED.

- WRITTEN DIMENSIONS TAKE PREFERENCE OVER SCALE

- PROVIDE REMOVABLE HINGES TO ALL HINGED WC & POWDER ROOM DOORS WHEN DISTANCE FROM THE DOOR OPENING TO THE PAN IS LESS THAN 1200mm FOR INWARD SWINGING DOORS.

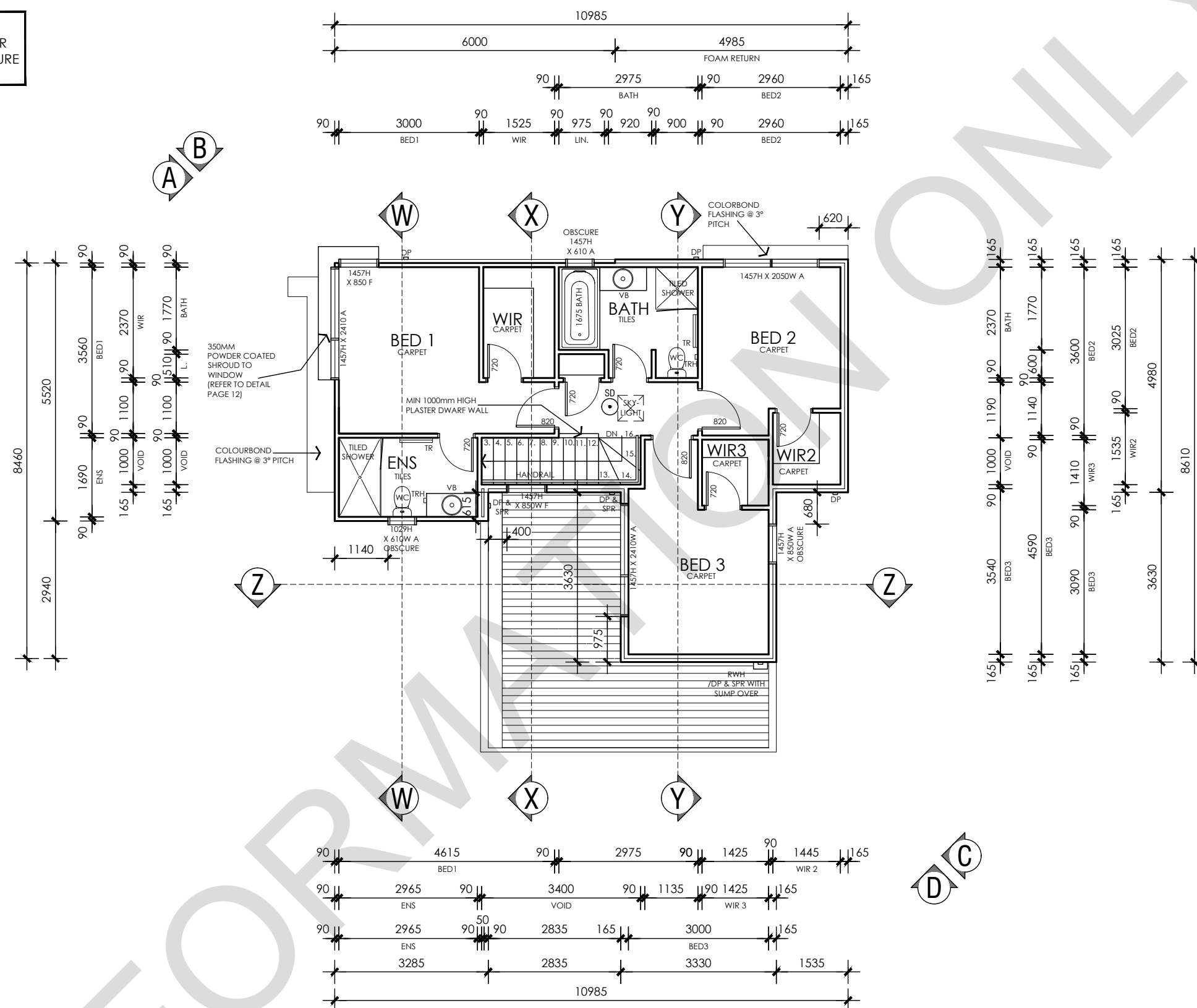
- PROVIDE WEATHER STRIPS TO FRONT ENTRY DOOR

- MANHOLE | MF

- SMOKE DETECTOR (HARDWIRED WITH BATTERY BACKUP) SD●

-INDICATES BULKHEADS & HAMPER, TO BE 290mm FROM CEILING LEVEL. (MAX. 3000mm WIDE OPENINGS)]

-ALL DIMENSIONS ARE TO STUD FRAME.PLASTER AND SKIRTING BOARDS NOT CONSIDERED.



SOHO  
LIVING

e. info@soholiving.com.au p. 13 SOHO  
11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholiving.com.au

House type:	<b>THE HEALEY CNR DG - RH</b>
Facade type:	<b>TYPE A</b>
Drawing title:	<b>FIRST FLR PLAN</b>

Clients Signature / Date  Clients Signature / Date  Builders Signature / Date
---

Job No:	<b>602015</b>
Drawn:	<b>NC</b>
Checked:	<b>--</b>
Issue:	<b>CO1</b>
Date:	<b>16-11-22</b>

Revision Table:		
Revision no.:	By:	Date:
<b>CONTRACT ISSUE</b>	<b>CH</b>	<b>12.08.21</b>
<b>PCD1</b>	<b>PG</b>	<b>21.06.22</b>
<b>APPROVED TOWN PLANNING DRAWINGS</b>	<b>NC</b>	<b>25-10-22</b>
<b>CONSTRUCTION DRAWINGS</b>	<b>NC</b>	<b>16-11-22</b>

Sheet:  
**4 of 18**

Scale:  
**1:100**

Clients:
<b>M. CERCHIARO &amp; N. J. CERCHIARO</b>
Proposed Residence At:
<b>LOT 4511 HAWA AVENUE, WOLLERT AURORA ESTATE</b>

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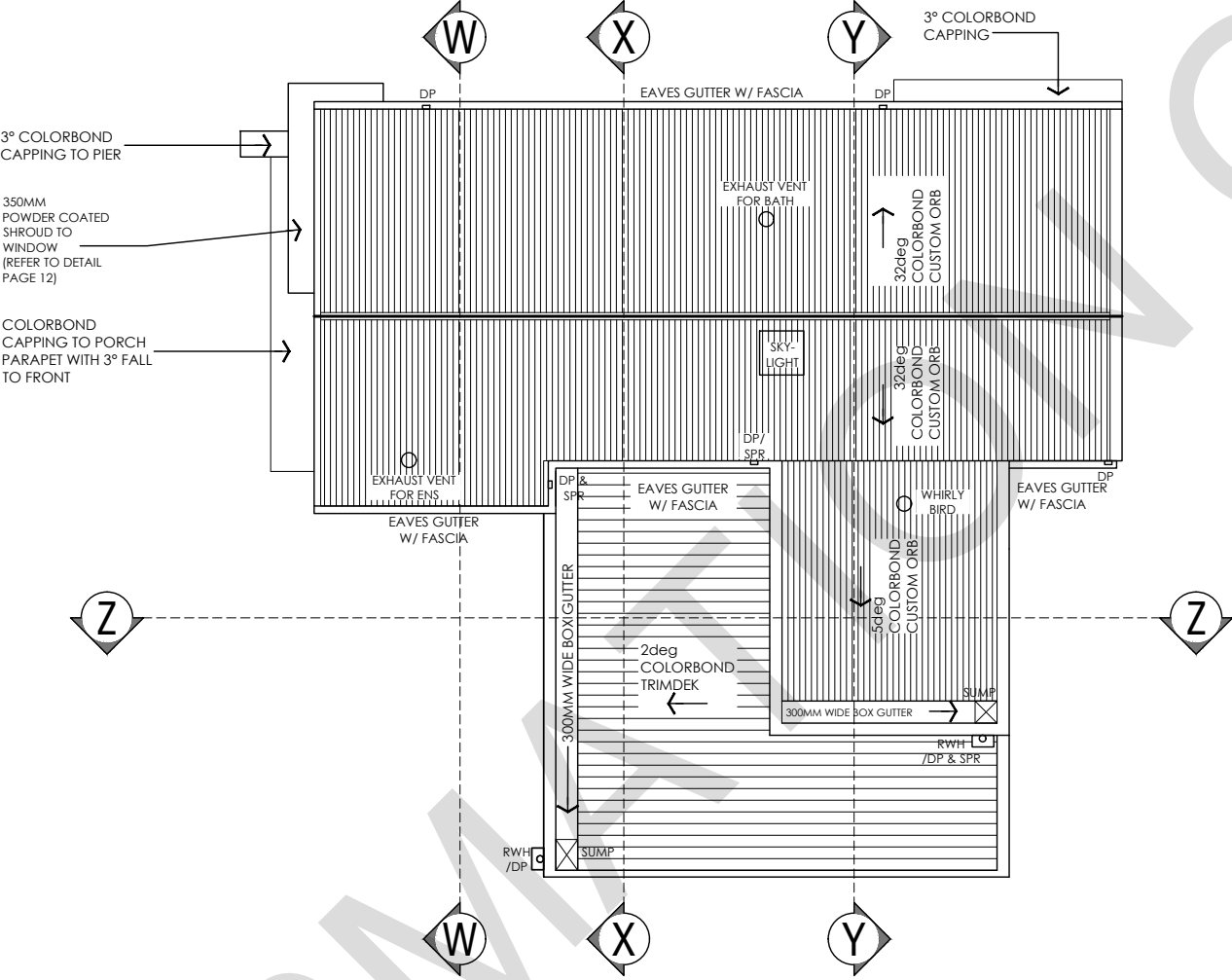
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ALL WORKS ARE COMPLY WITH CURRENT AUSTRALIAN STANDARDS & BE IN ACCORDANCE WITH BCA.

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NOTE:  
ALL CAPPINGS OVER 300mm  
WIDE REQUIRE MIN 3° FALL.

TRANSFER FLASHINGS OVER  
200mm WIDE ARE TO HAVE  
SOLID BOARD 3° FALL AWAY  
FROM BUILDING



<div>SOHO</div> <div>LIVING</div> <div>e.info@soholiving.com.au p. 13 SOHO 11/41 Sabre Drive, Port Melbourne. VIC 3207 www.soholiving.com.au</div>	House type: <b>THE HEALEY CNR DG - RH</b>	Clients Signature / Date	Job No: <b>602015</b>	Revision Table:			Sheet:	Clients:	<div>THIS DESIGN IS EXCLUSIVELY OWNED BY SOHO LIVING AND CANNOT BE REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, IN ANY FORM (GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOGRAPHY) WITHOUT THE WRITTEN PERMISSION OF SOHO LIVING.</div> <div>DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE. CONFIRM ALL LEVELS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORK. NOTIFY SOHO LIVING OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT. DRAWINGS TO BE READ IN CONJUNCTION WITH SPECIFICATION, ENGS DWGS, SOIL REPORT &amp; SERVICE DWGS.</div> <div>ALL WORKS ARE COMPLY WITH CURRENT AUSTRALIAN STANDARDS &amp; BE IN ACCORDANCE WITH BCA.</div> <div>© Copyright-2021</div>
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	Drawing title: <b>ROOF PLAN</b>	Builders Signature / Date	Checked: <b>--</b>	<b>PCD1</b>	<b>PG</b>	<b>21.06.22</b>			
			Issue: <b>CO1</b>	<b>APPROVED TOWN PLANNING DRAWINGS</b>	<b>NC</b>	<b>25-10-22</b>	Scale:	Proposed Residence At:	
			Date: <b>16-11-22</b>	<b>CONSTRUCTION DRAWINGS</b>	<b>NC</b>	<b>16-11-22</b>	<b>1:100</b>	<b>LOT 4511 HAWA AVENUE, WOLLERT</b> <b>AURORA ESTATE</b>	

NOTE :

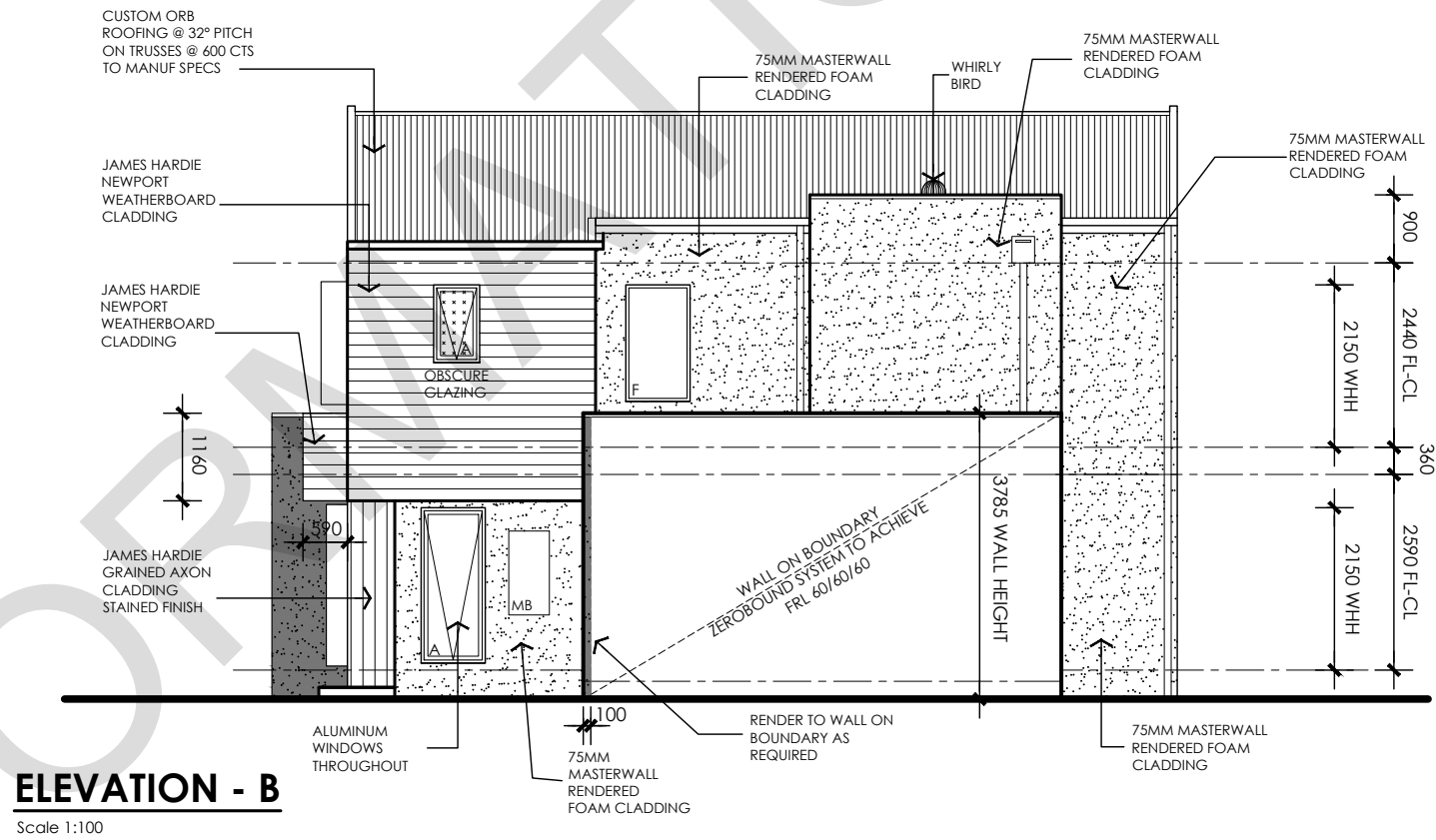
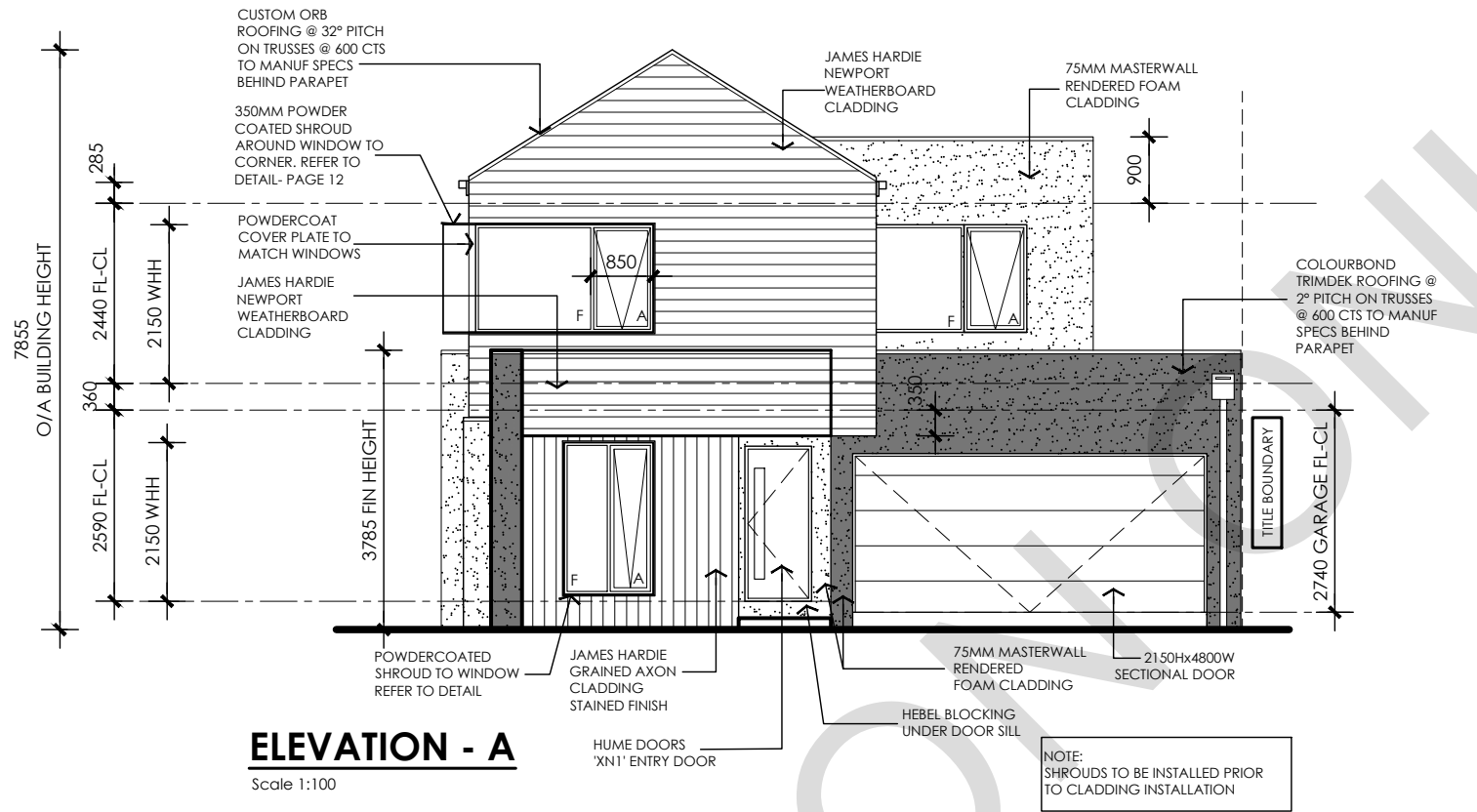
GLASS & GLAZING

ALL EXTERNAL WINDOWS AND DOOR ARE TO BE DESIGNED AND TESTED IN ACCORDANCE WITH AS 2047, INCLUDING PROVISIONS FOR SUBSILLS AND FLASHING IN ANY PROPRIETARY SYSTEMS OFFERED FOR THIS PRODUCT  
ALL GLAZING SHALL BE IN ACCORDANCE WITH AS 1288-2006 WHEREIN GLAZING WITHIN 500MM OF THE FLOOR LEVEL SHALL BE 5MM THICKENED ANNEALED, GLAZED DOORS ASSOCIATED SIDE PANELS SHALL BE 5.38MM LAMINATED SAFETY GLASS AND BATHROOM WINDOWS WITHIN 1.5M OF THE BATH FOR 500MM FROM THE SHOWER ENCLOSURE SHALL BE 3MM TOUGHENED SAFETY GLASS

NOTE:

ALL UPPER FLOOR WINDOWS TO BE RESTRICTED TO MAX. 125MM OPENING

-  RENDER COLOUR 1 - COTTON GREY
-  PAINT FINISH 1 - COTTON GREY
-  RENDER COLOUR 2 - CHARCOAL
-  STAINED FINISH 1 - SOHO EBONY



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	Drawing title: <b>ELEVATIONS 01</b>	Builders Signature / Date	Checked: <b>--</b>	<b>PCD1</b> APPROVED TOWN PLANNING DRAWINGS	<b>PG NC</b> <b>25-10-22</b>	<b>Scale:</b> <b>1:100</b>			
			Issue: <b>CO1</b>	CONSTRUCTION DRAWINGS	<b>NC</b> <b>16-11-22</b>				
				Date: <b>16-11-22</b>					

NOTE :

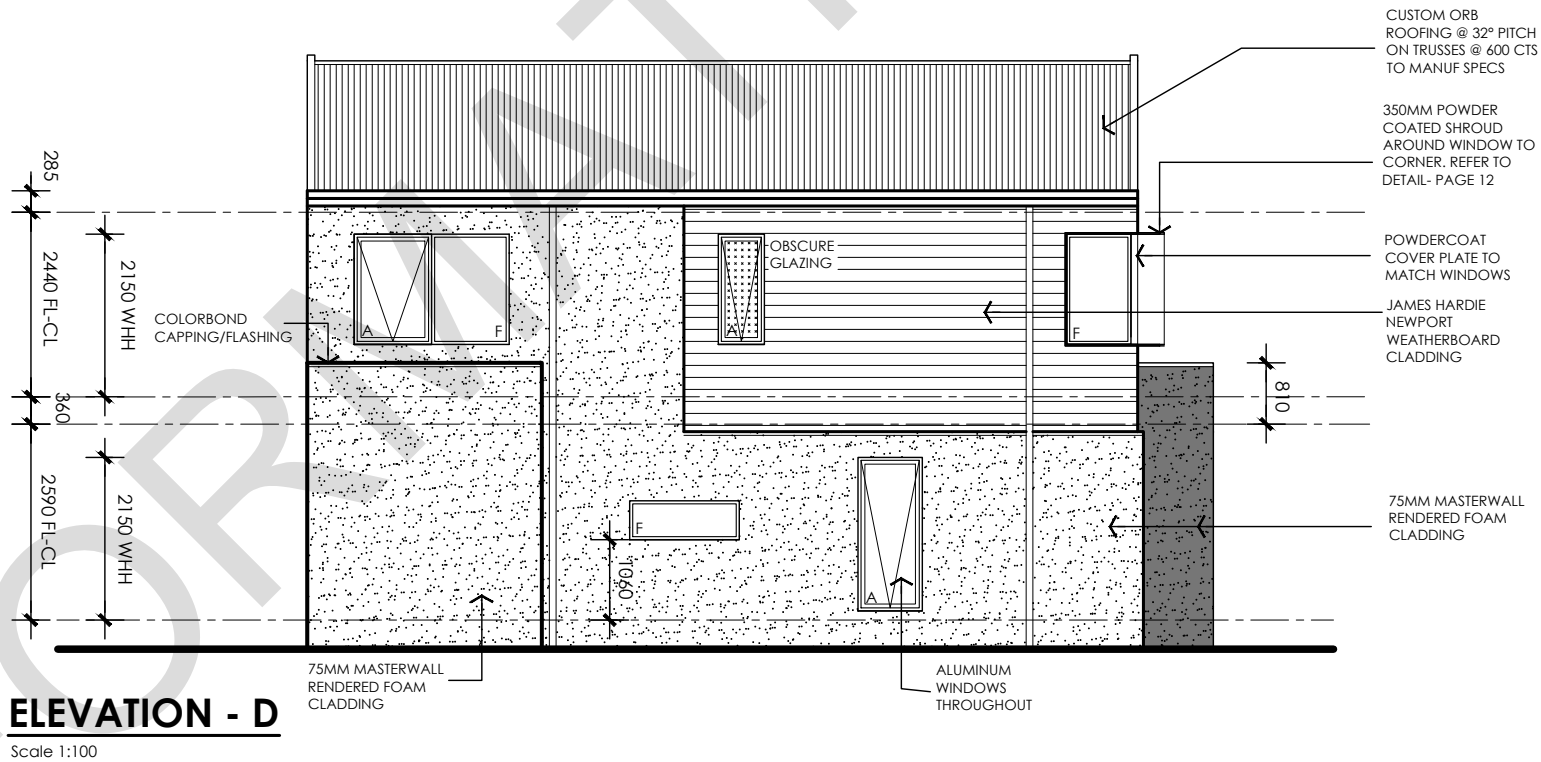
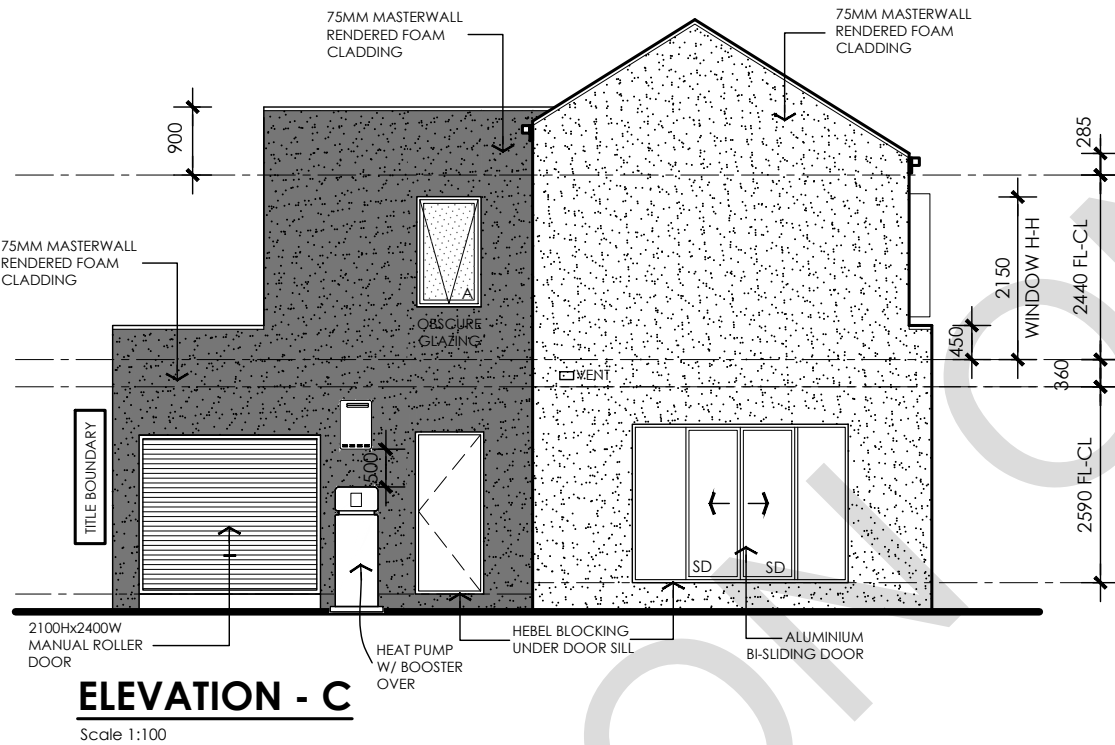
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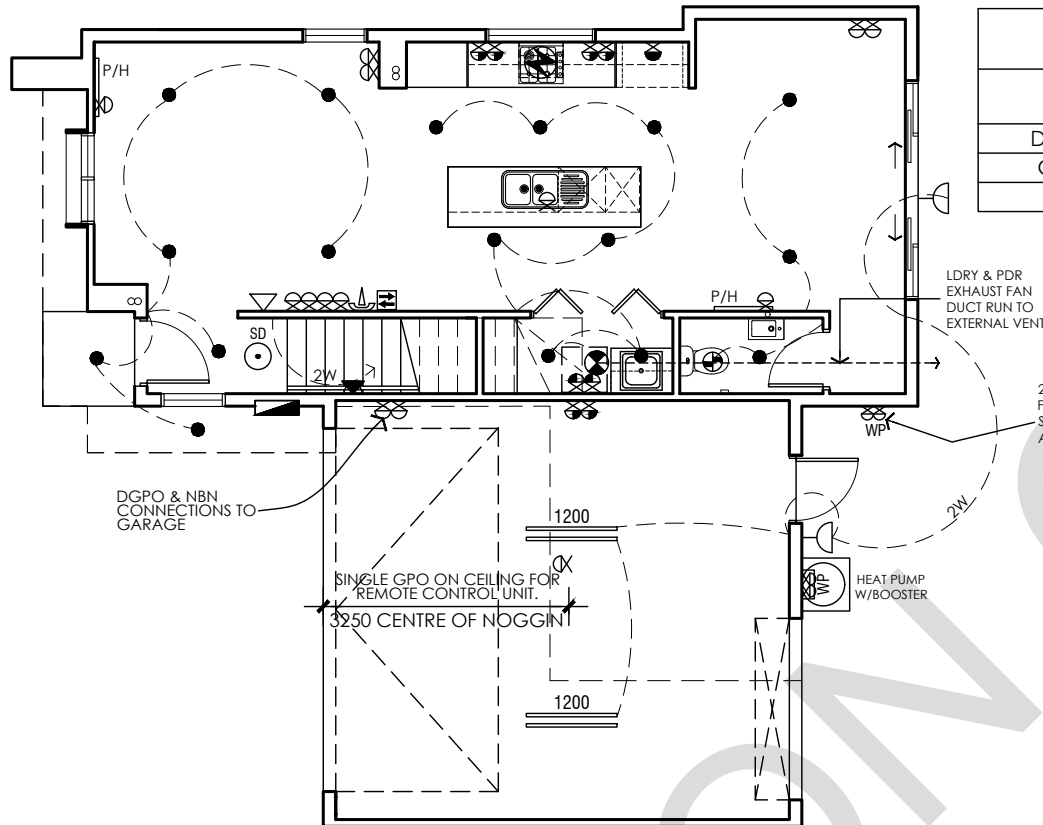
ALL UPPER FLOOR WINDOWS TO BE RESTRICTED TO MAX. 125MM OPENING

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-  RENDER COLOUR 2 - CHARCOAL
-  STAINED FINISH 1 - SOHO EBONY

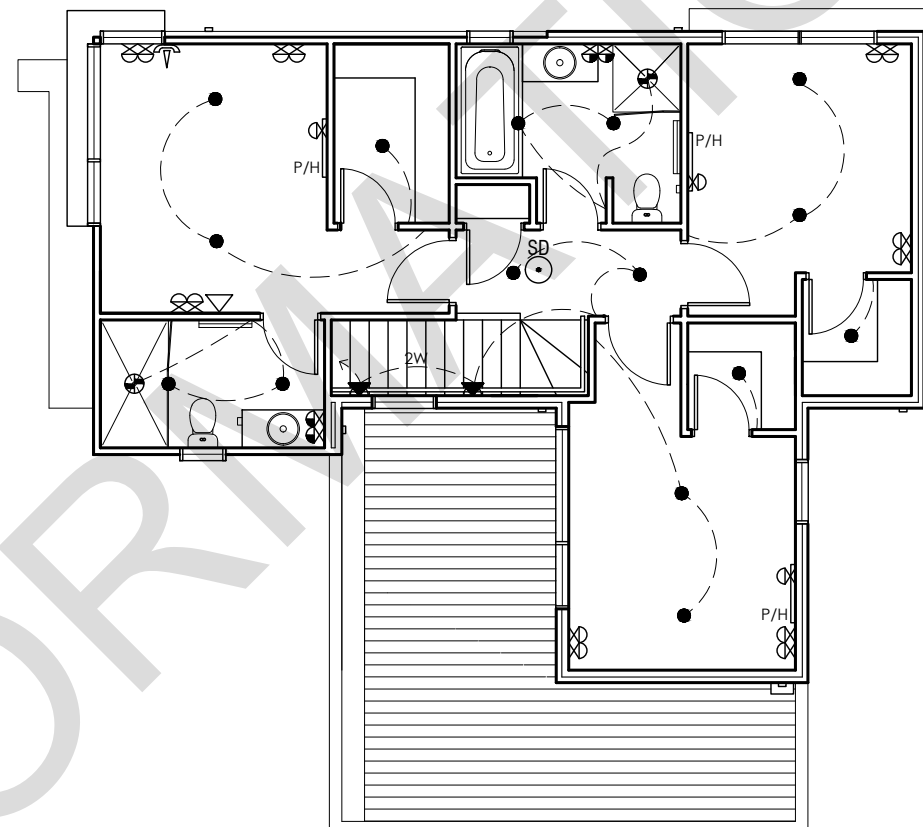


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	Facade type: <b>TYPE A</b>	Clients Signature / Date	Drawn: <b>NC</b>	Revision no.: <b>CONTRACT ISSUE</b>	By: <b>CH</b>	Date: <b>12.08.21</b>		<b>Proposed Residence At:</b>  <b>LOT 4511 HAWA AVENUE, WOLLERT</b>  <b>AURORA ESTATE</b>	
	Drawing title: <b>ELEVATIONS 02</b>	Builders Signature / Date	Checked: <b>--</b>	<b>PCD1</b>	<b>PG</b>	<b>21.06.22</b>			
			<b>APPROVED TOWN PLANNING DRAWINGS</b>	<b>NC</b>	<b>25-10-22</b>				
			<b>CONSTRUCTION DRAWINGS</b>	<b>NC</b>	<b>16-11-22</b>				
			Issue: <b>CO1</b>						
			Date: <b>16-11-22</b>						

- SINGLE POWER POINT @ 300mm
- DOUBLE POWER POINT @ 300mm
- SINGLE POWER POINT @ 1200mm
- DOUBLE POWER POINT @ 1200mm
- SINGLE POWER POINT @ 1350mm
- DOUBLE POWER POINT @ 1350mm
- EXTERNAL SINGLE POWER POINT
- EXTERNAL DOUBLE POWER POINT
- POWER POINT FOR SECURITY SYSTEM
- SINGLE POWER POINT & 2NO. USB POINTS
- OVEN/COOKTOP/RHOOD CONNECTIONS
- CEILING BATTEN LIGHT FITTING
- 8 WATT LED DOWNLIGHT
- STAIR LIGHT @ 300 MM HIGH
- EXTERNAL WALL MOUNTED LIGHT FITTING
- INTERNAL WALL MOUNTED LIGHT FITTING
- PENDANT LIGHT
- SINGLE PARA FLOOD LIGHT
- DOUBLE PARA FLOOD LIGHT
- SINGLE FLUORESCENT LIGHT (600)
- DOUBLE FLUORESCENT LIGHT (600)
- SINGLE FLUORESCENT LIGHT (1200)
- DOUBLE FLUORESCENT LIGHT (1200)
- SMOKE DETECTOR
- SECURITY PAD
- SECURITY VIDEO MONITOR
- MOVEMENT SENSOR
- METER BOX @ 1900 TO TOP
- CEILING EXHAUST FAN
- CEILING EXHAUST FAN 25 L/SEC SWITCHED WITH LIGHT
- DIMMER SWITCH
- TELEVISION POINT (BROADCAST POINT)
- CEILING FAN
- CEILING FAN SWITCHED WITH LIGHT
- JUNCTION BOX
- TELEPHONE POINT
- DATA POINT
- 2 WAY SWITCH
- DUCTED VACUUM UNIT
- FAN/LIGHT/HEATER (2 GLOBE)
- FAN/LIGHT/HEATER (4 GLOBE)



GROUND FLOOR



FIRST FLOOR

PROVISION OF ARTIFICIAL LIGHTING IN ACCORDANCE WITH NCC 3.12.5.5				
AREA	AREA (M2)	No OF LIGHTS (10W)	TOTAL PROPOSED WATTAGE (W)	WATTS PER M2
DWELLING	121.78	30	300	2.46
GARAGE	35.19	4	40	0.13
PORCH	1.51	1	5	3.31

NOTE:  
LAUNDRY, POWDER, ENSUITE & BATHROOM EXHAUST FANS TO BE DUCTED TO OUTSIDE AIR VIA ROOF COWL AND/ OR WALL VENT

ELECTRICAL NOTES

PROVISION OF ARTIFICIAL LIGHTING IN ACCORDANCE WITH NCC 2019 3.12.5.5 THE LAMP POWER DENSITY OR ILLUMINATION POWER DENSITY OF ARTIFICIAL LIGHTING EXCLUDING HEATERS THAT EMIT LIGHT MUST NOT EXCEED -DWELLING- 5W/M2 -VERANDAH, BALCONY, PORCH - 4W/M2 -GARAGE - 3W/M2

WHERE ILLUMINATION POWER DENSITY IS USED IT MAY BE INCREASED BY DIVIDING IT BY THE ILLUMINATION POWER DENSITY ADJUSTMENT FACTOR IN TABLE 3.12.5.3 WHERE APPLICABLE

ARTIFICIAL LIGHT AROUND THE PERIMETER OF A BUILDING - MUST BE CONTROLLED BY A DAYLIGHT SENSOR OR - HAVE AN AVERAGE LIGHT SOURCE EFFICIENCY OF LESS THAN 40 LUMENS/W

ALL SMOKE ALARMS ARE TO BE INTERCONNECTED, HARD WIRED WITH BATTERY BACKUP AND INSTALLED IN ACCORDANCE WITH NCC PART 3.7.5 AND AS 3786-2014

ALL DOWNLIGHTS ARE TO BE NON VENTED AND SEALED

OPTION 2 NBN - BASIC KIT WITH ENCLOSURE

1 OF - 600 SERIES HOME HUB  
2 OF - CABLED TELEPHONE POINTS  
1 OF - DATA POINT  
1 OF - 32 CONDUIT FROM MDF TO HUB LOCATION  
1 OF - 1 X DRAW CABLE (CAT 5E) TO PROVIDE CONNECTION

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House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**ELECTRICAL PLANS**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:

Revision no.:	By:	Date:
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PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**8 of 18**

Scale:  
**1:100**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

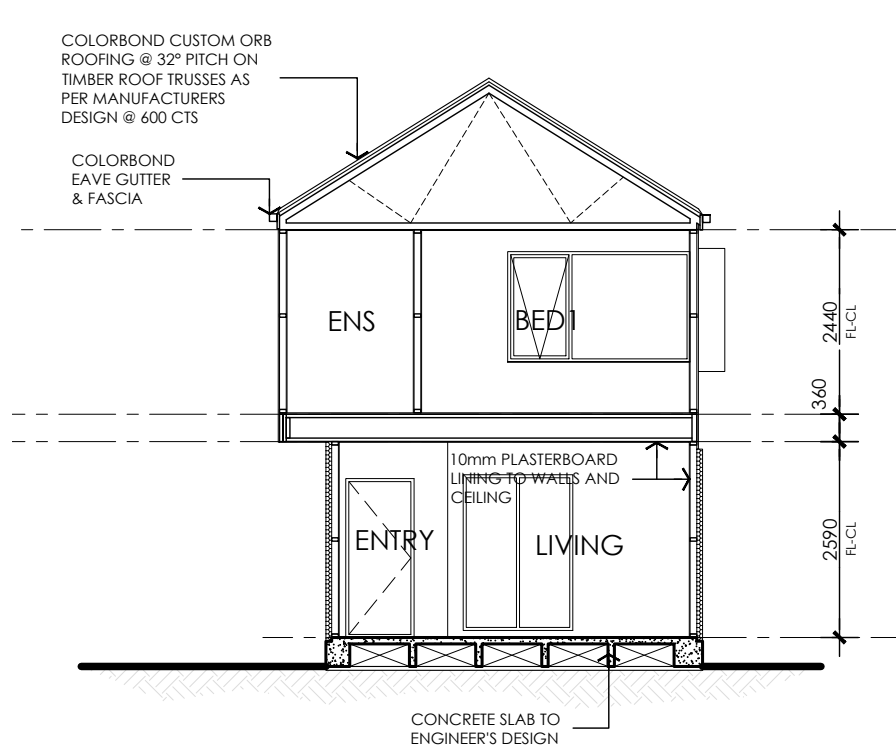
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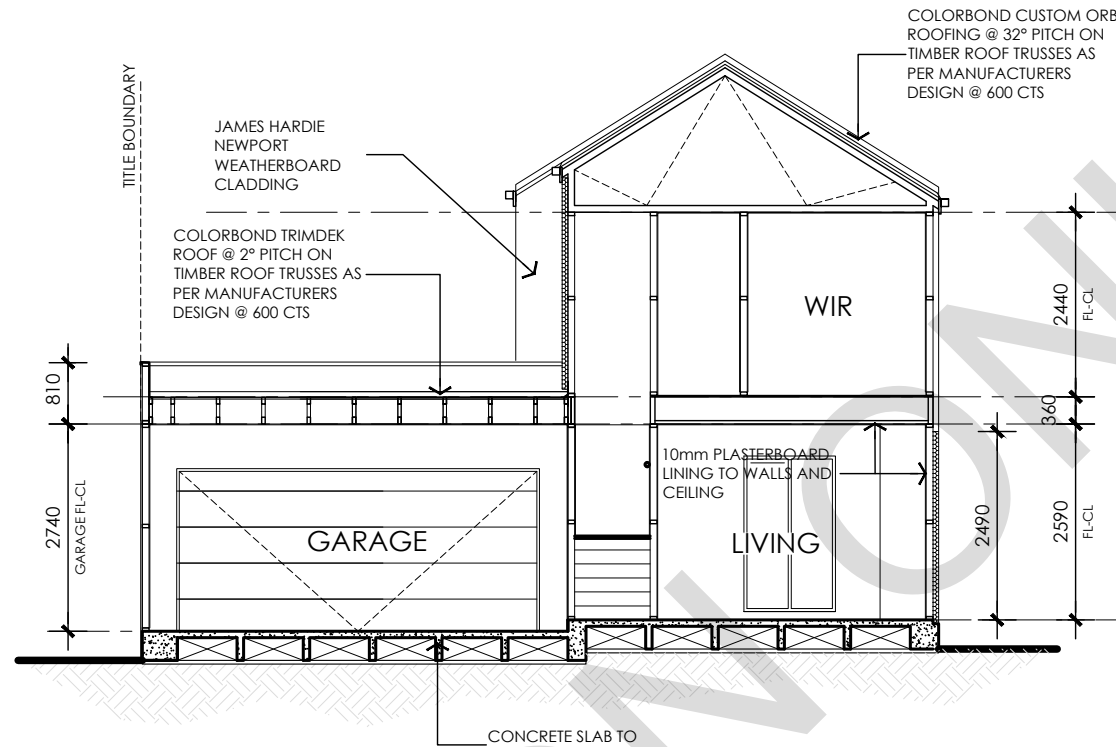
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### SECTION W-W

Scale 1:100



### SECTION X-X

Scale 1:100

**NOTE:**  
PENETRATIONS THROUGH THE SISALATION PAPER ARE TO BE TAPED AROUND CAREFULLY TO ENSURE ANY GAPS ARE SEALED.

TIMBER ROOF TRUSSES TO MANUFACTURERS & ENGINEERS SPECIFICATIONS AT 600 CTS.

GROUND FLOOR STUDS & FIRST FLOOR STUD AS PER MANUFACTURERS SPEC.

10mm PLASTER BOARD TO WALLS.  
10mm SUPERCEIL TO CEILINGS.

BRACING TO BE IN ACCORDANCE WITH PT 3.4 NCC 2019

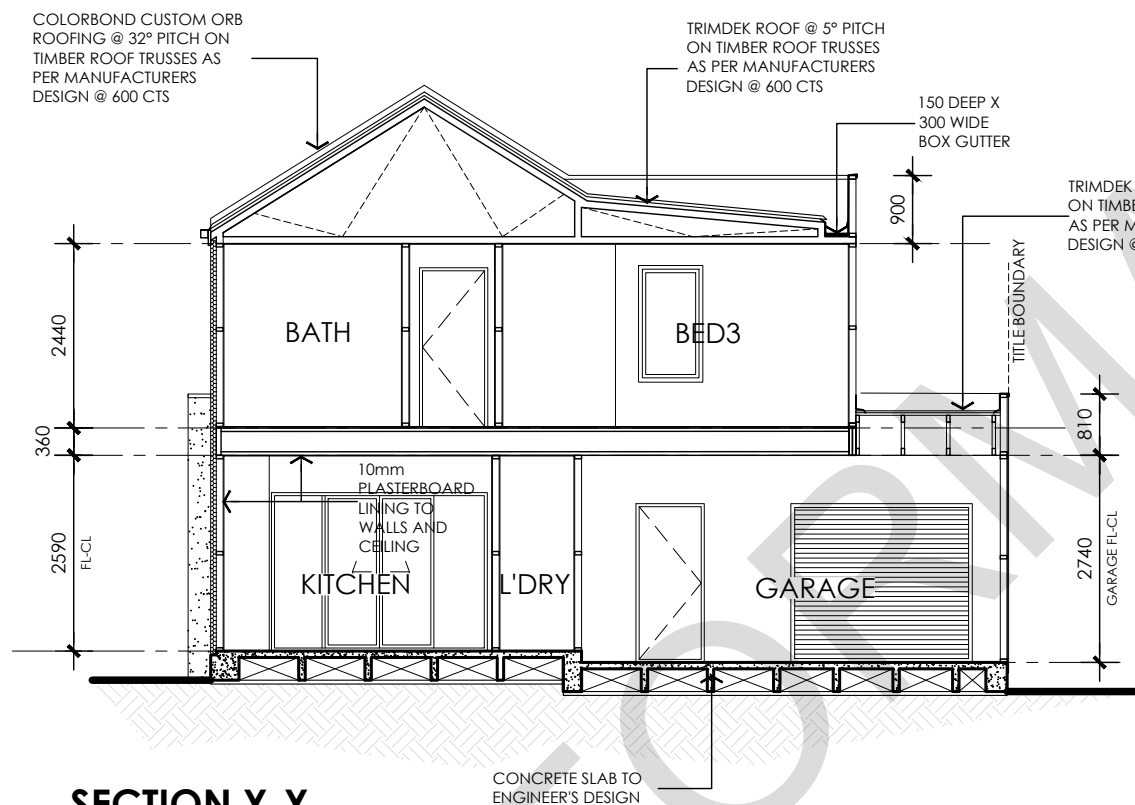
WATERPROOFING TO WET AREAS TO COMPLY WITH NCC 3.8.1

TREADS TO STAIRS TO HAVE A NON-SLIP FINISH OR SUITABLE NON-SKID STRIP NEAR THE EDGE OF THE NOSINGS

STAIRS- MAX 190mm RISER  
MIN 240mm GOING  
HANDRAIL TO BE 865mm ABOVE LINE OF NOSING AND 1030mm ABOVE LANDING.  
MAX 125mm SPACING BETWEEN BALUSTRADES.

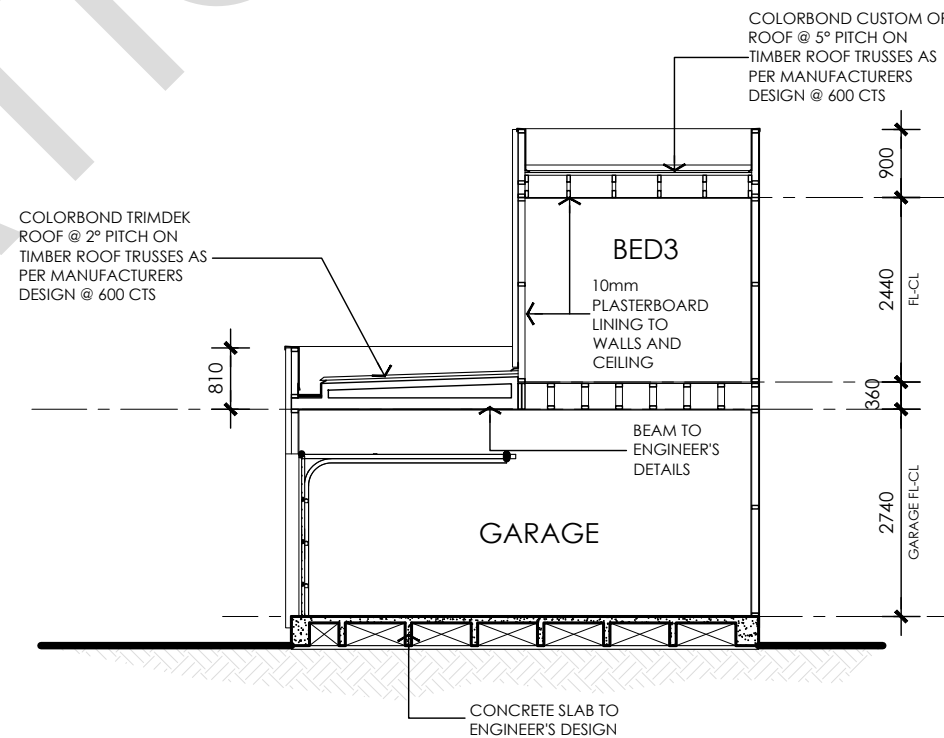
PROVIDE A 2000mm MIN HEAD CLEARANCE MEASURED VERTICALLY ABOVE NOSING

FOR BEAMS AND LINTELS SIZES REFER TO THE ENGINEERING PLANS AND DETAILS



### SECTION Y-Y

Scale 1:100



### SECTION Z-Z

Scale 1:100

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House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**SECTIONS**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

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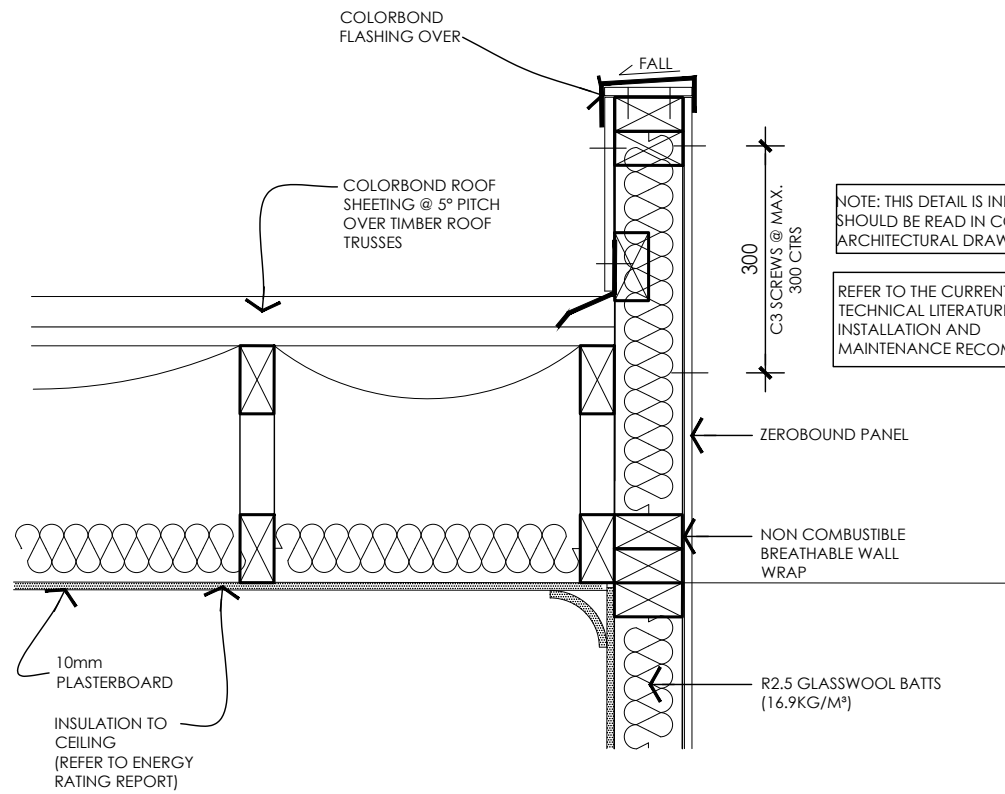
Clients:

**M. CERCHIARO & N. J. CERCHIARO**

Proposed Residence At:

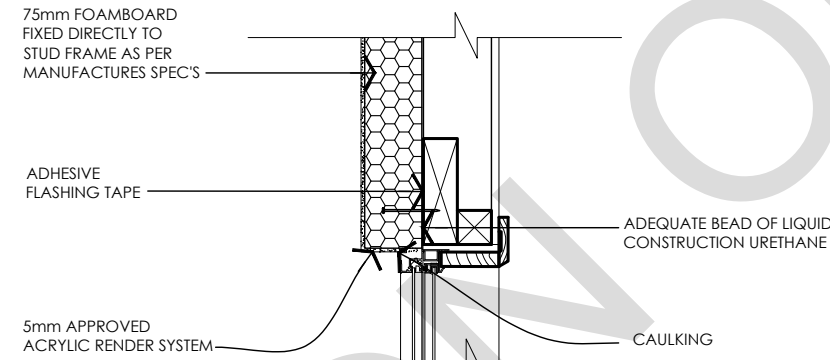
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AURORA ESTATE**

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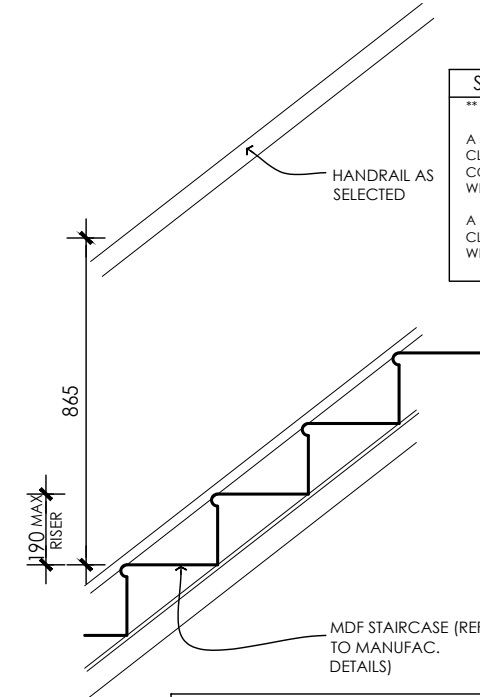


NOTE: THIS DETAIL IS INDICATIVE ONLY AND SHOULD BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS

REFER TO THE CURRENT CBMA "ZEROBOUND" TECHNICAL LITERATURE FOR PRODUCT INSTALLATION AND MAINTENANCE RECOMMENDATIONS.



DETAIL - 75mm FOAM CLADDING  
TYPICAL HEAD DETAIL  
SCALE: 1:10



**STAIR TREAD NOTE**

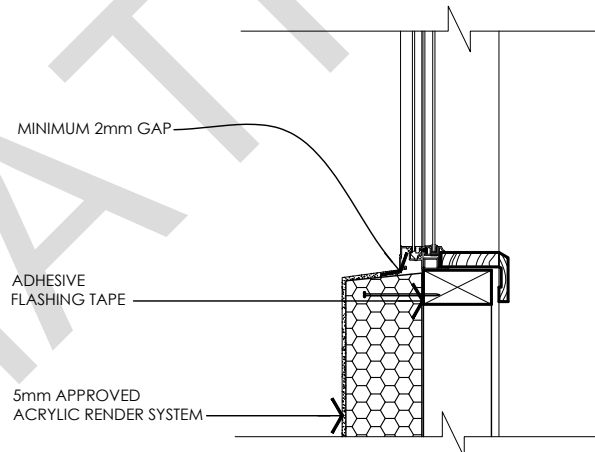
\*\* ALL TREADS MUST HAVE-

A SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN P3 OR R10 (DRY CONDITIONS), P4 OR R11 (WET CONDITIONS) WHEN TESTED IN ACCORDANCE WITH AS 4586; OR

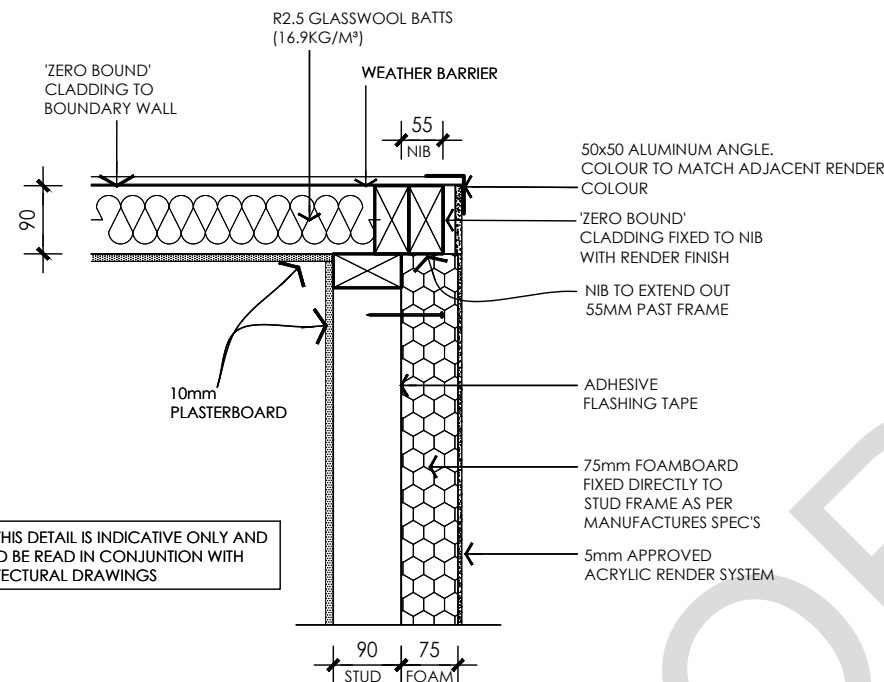
A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN P3 (DRY), P4 (WET) WHEN TESTED IN ACCORDANCE WITH AS 4586 \*\*

STAIR DIMENSIONS		
RISER	GOING	SLOPE RELATIONSHIP (2R+G)
MAX MIN	MAX MIN	MAX MIN
190 115	355 240	700 550

DETAIL - STAIR DETAIL (TYP)  
SCALE: 1:20



DETAIL - 75mm FOAM CLADDING  
TYPICAL SILL DETAIL  
SCALE: 1:10



NOTE: THIS DETAIL IS INDICATIVE ONLY AND SHOULD BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS

DETAIL - TYP FOAM  
FIRE RATED WALL ON BOUNDARY  
CORNER  
SCALE: 1:10

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Drawing title:  
**DETAILS**

Clients Signature / Date

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Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

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**10 of 18**

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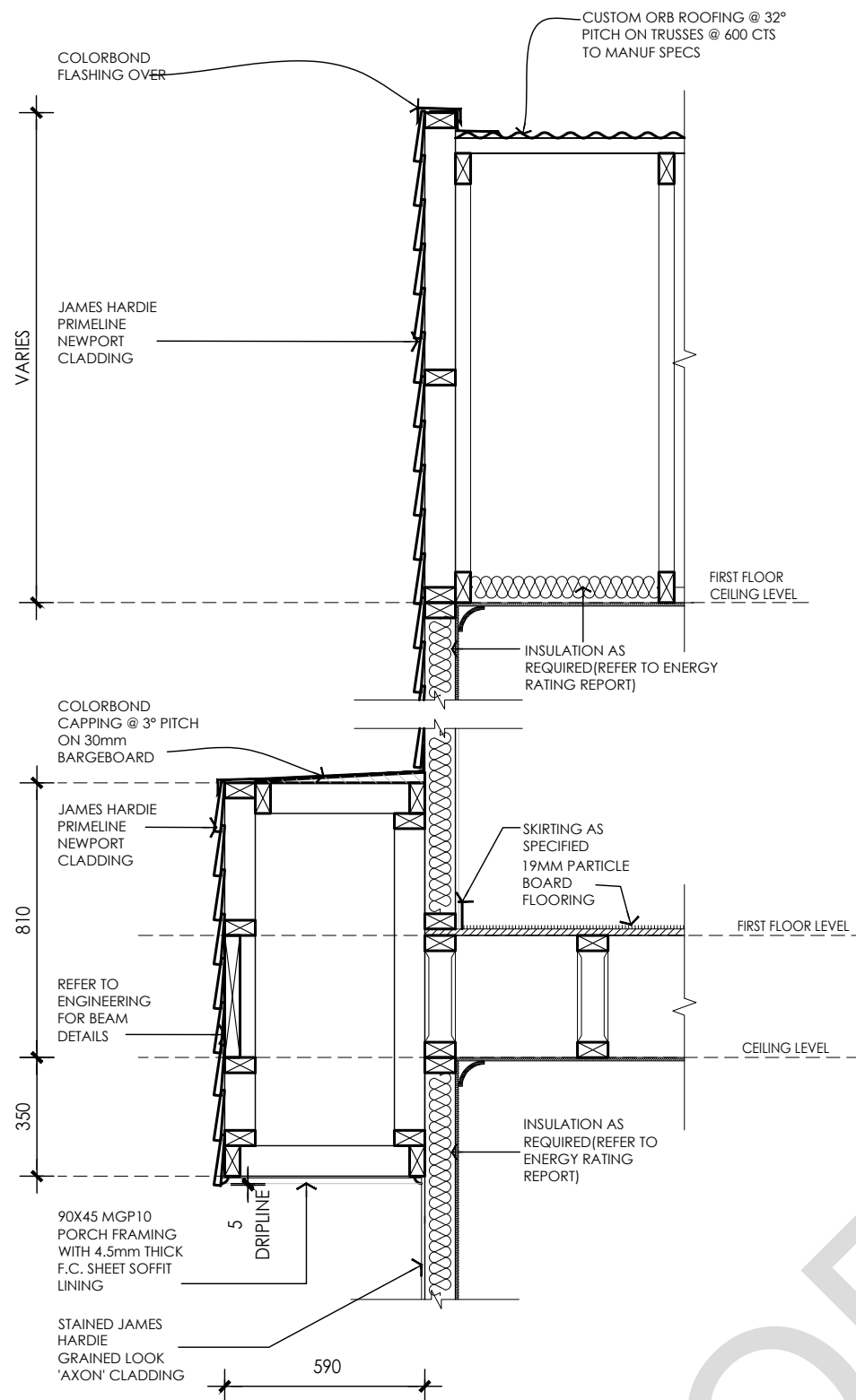
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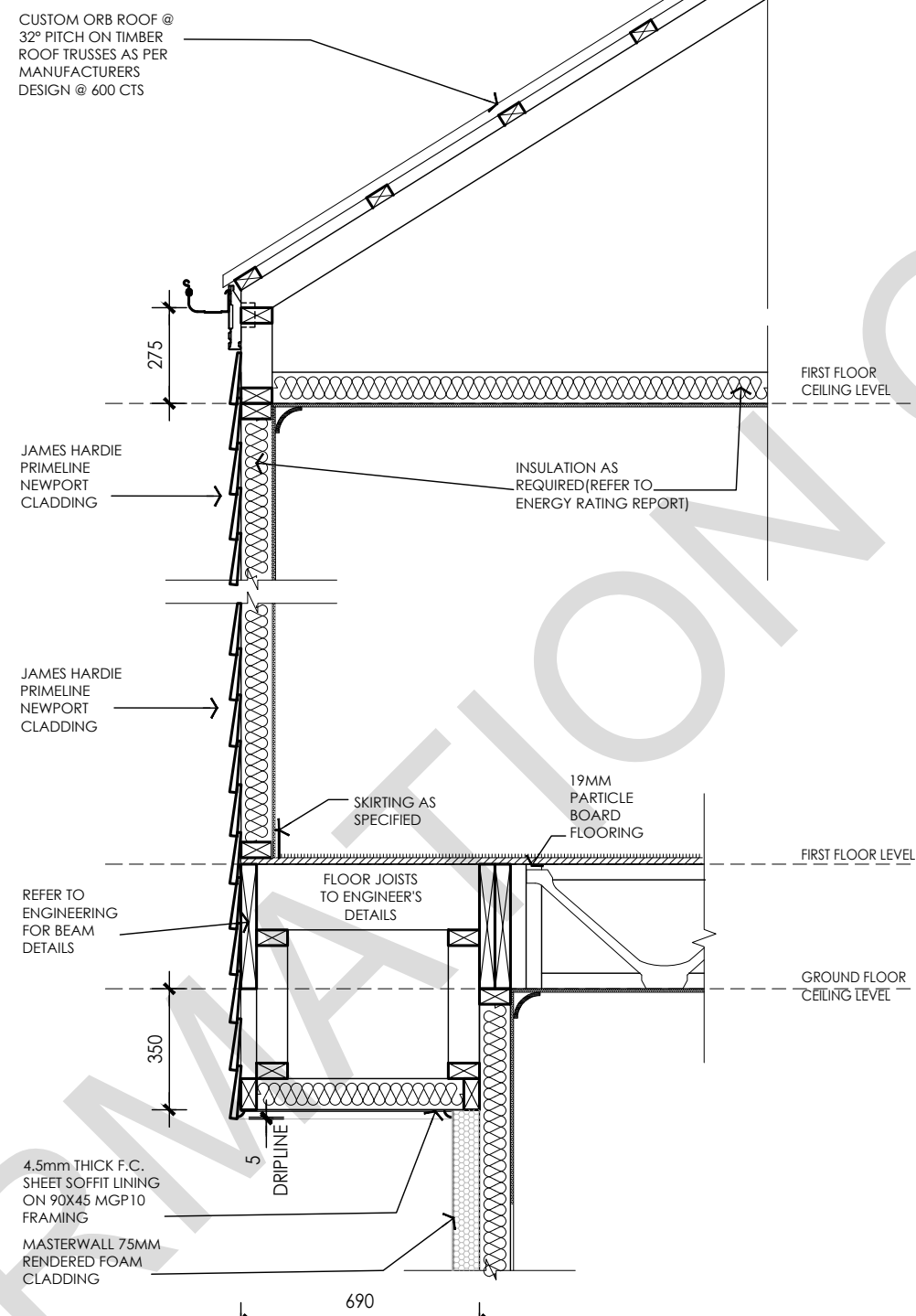
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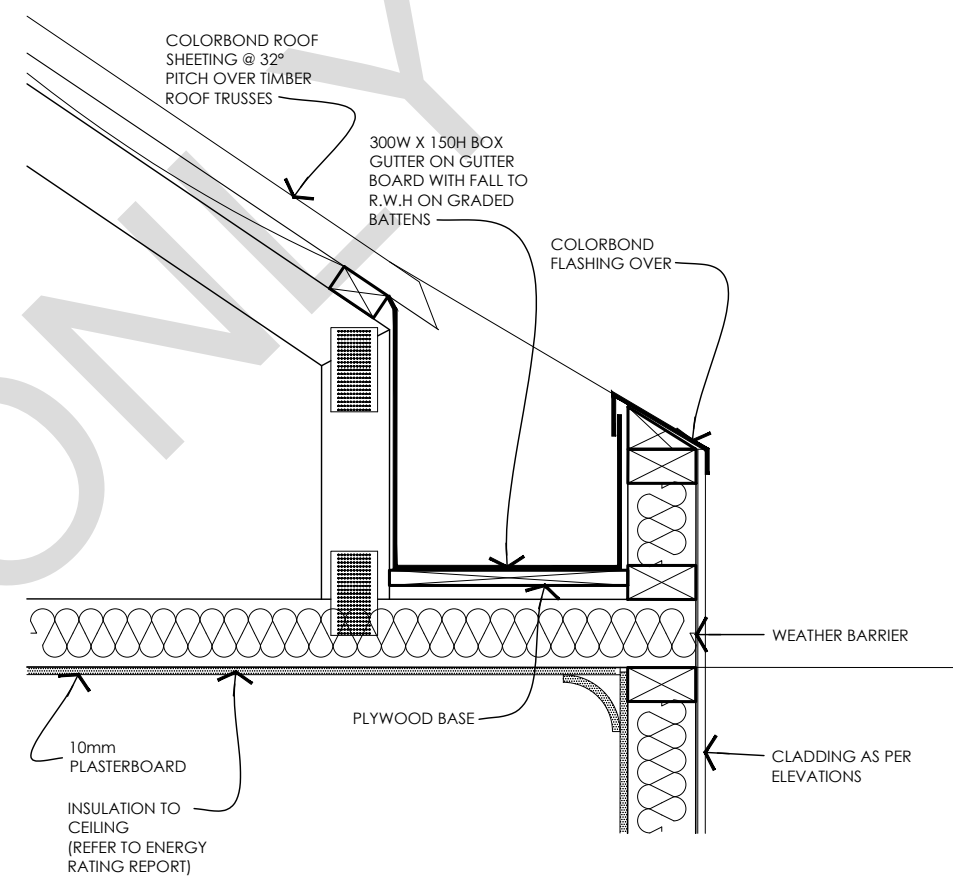
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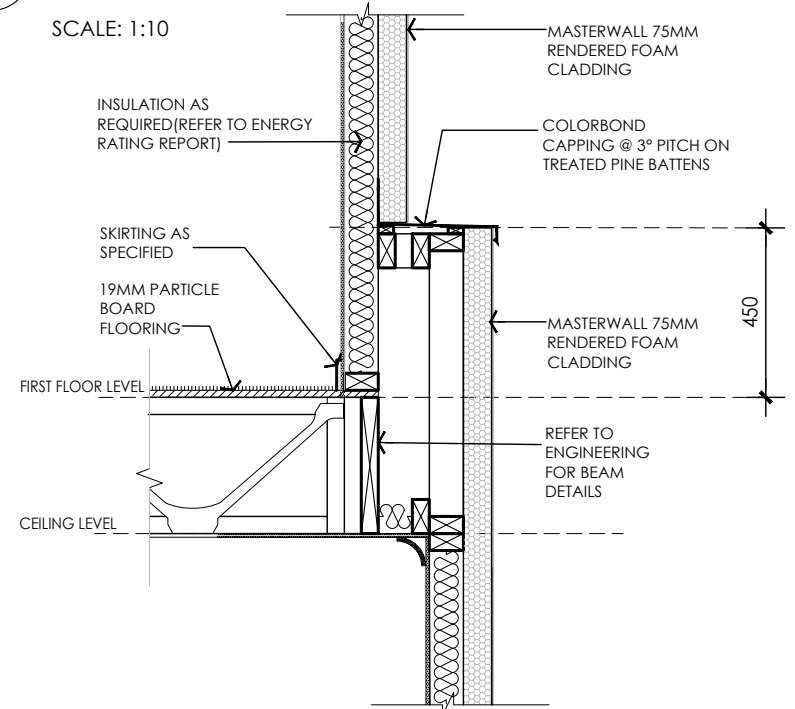
02 DETAIL - PORCH/PARAPET  
SCALE: 1:20



03 04 DETAIL - CANTILEVERED SOFFIT/PARAPET  
SCALE: 1:20



DETAIL - TYPICAL BOX GUTTER - DWELLING  
SCALE: 1:10



03 03 DETAIL-PARAPET  
SCALE: 1:20

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House type:  
**THE HEALEY CNR DG - RH**  
Facade type:  
**TYPE A**  
Drawing title:  
**DETAILS**

Clients Signature / Date  
Clients Signature / Date  
Builders Signature / Date

Job No: **602015**  
Drawn: **NC**  
Checked: **--**  
Issue: **CO1**  
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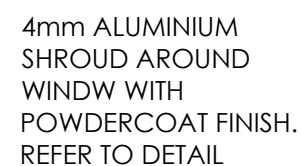
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Scale:  
**AS SHOWN**

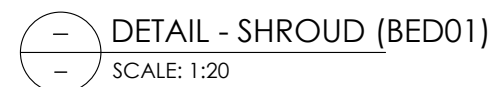
Clients:  
**M. CERCHIARO & N. J. CERCHIARO**  
Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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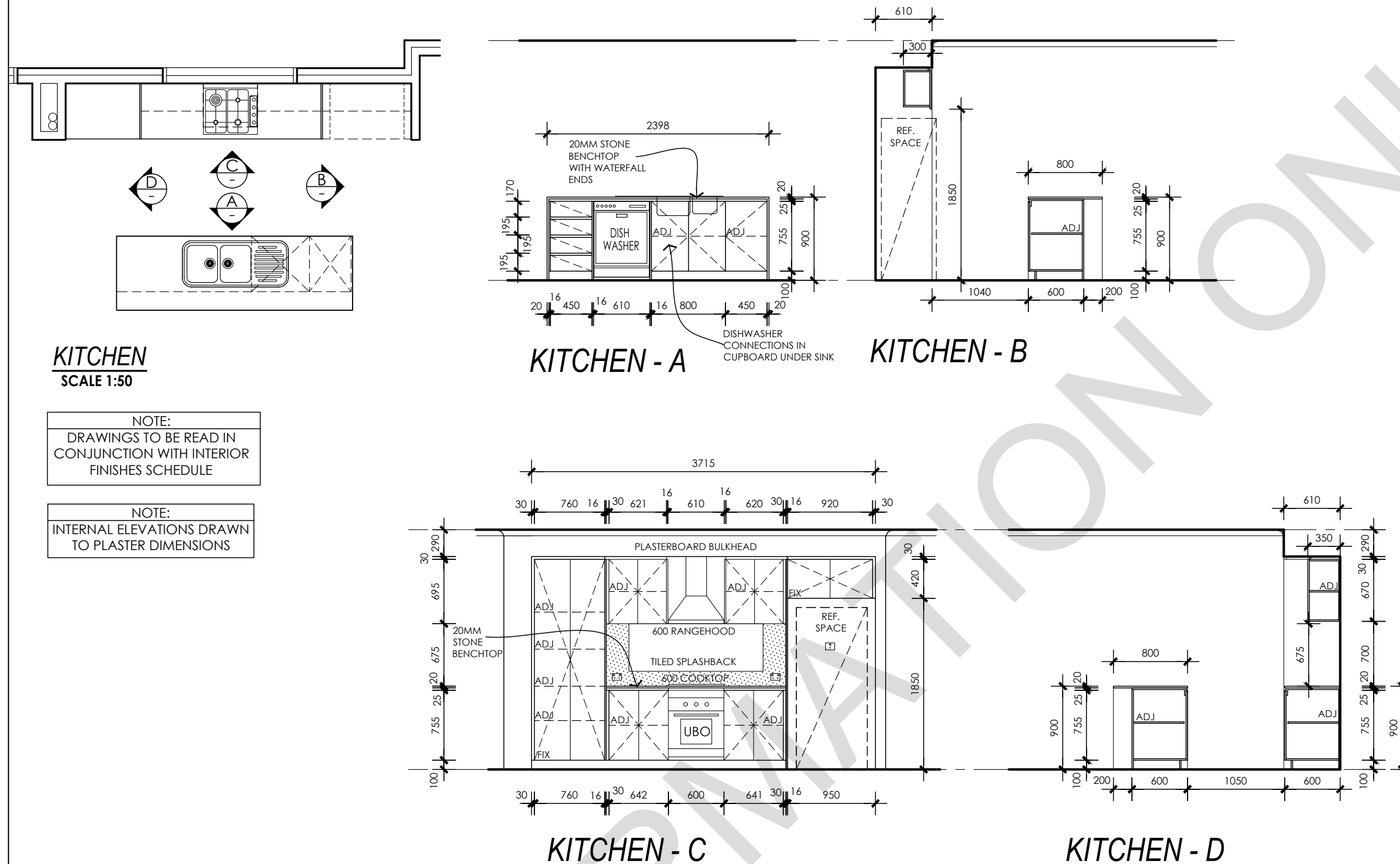




4mm ALUMINIUM  
SHROUD AROUND  
WINDW WITH  
POWDERCOAT  
FINISH. REFER TO  
DETAIL



DETAIL - SHROUD  
SCALE: 1:10



**KITCHEN**  
SCALE 1:50

NOTE:  
DRAWINGS TO BE READ IN  
CONJUNCTION WITH INTERIOR  
FINISHES SCHEDULE

NOTE:  
INTERNAL ELEVATIONS DRAWN  
TO PLASTER DIMENSIONS

**SOHO**  
LIVING

e. info@soholiving.com.au p. 13 SOHO  
11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**INT. ELEVATIONS 01**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:		
Revision no.:	By:	Date:
CONTRACT ISSUE	CH	12.08.21
PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**13 of 18**

Scale:  
**1:50**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

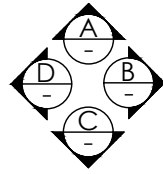
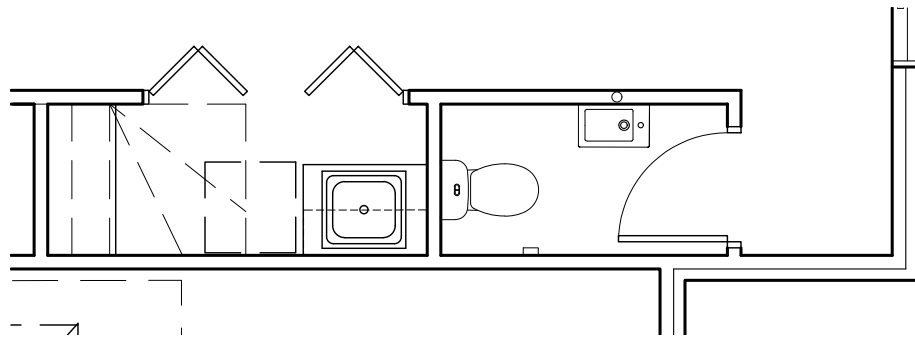
Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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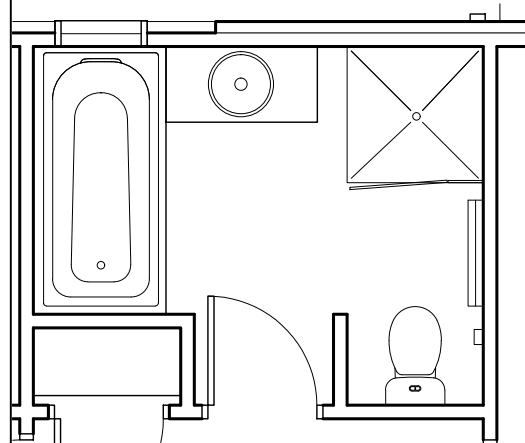
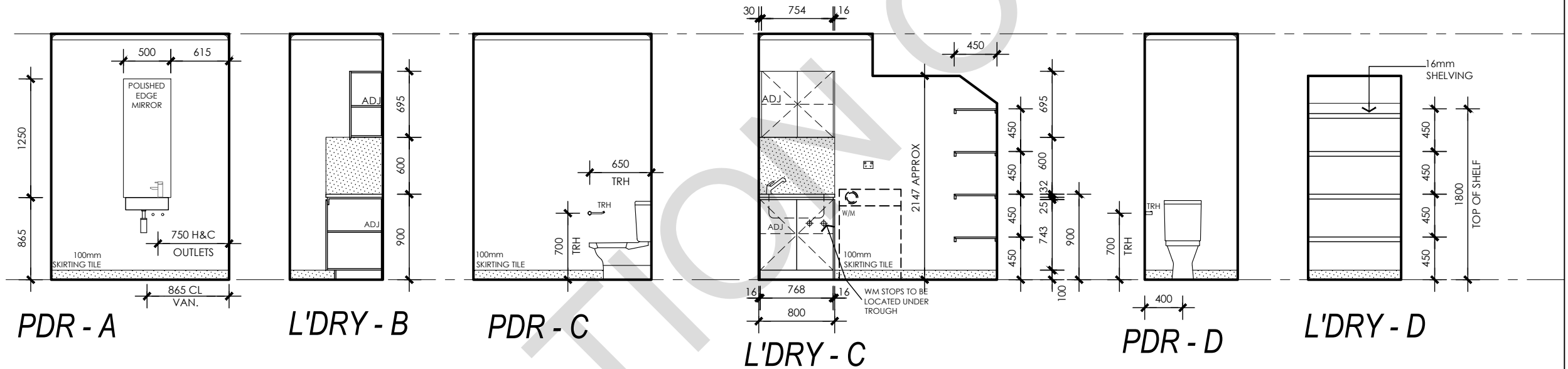
## LAUNDRY/POWDER

SCALE 1:50

NOTE:  
PROVIDE 100mm HIGH  
TILED SKIRTING TO ALL  
WET AREAS, EXCLUDING KITCHEN

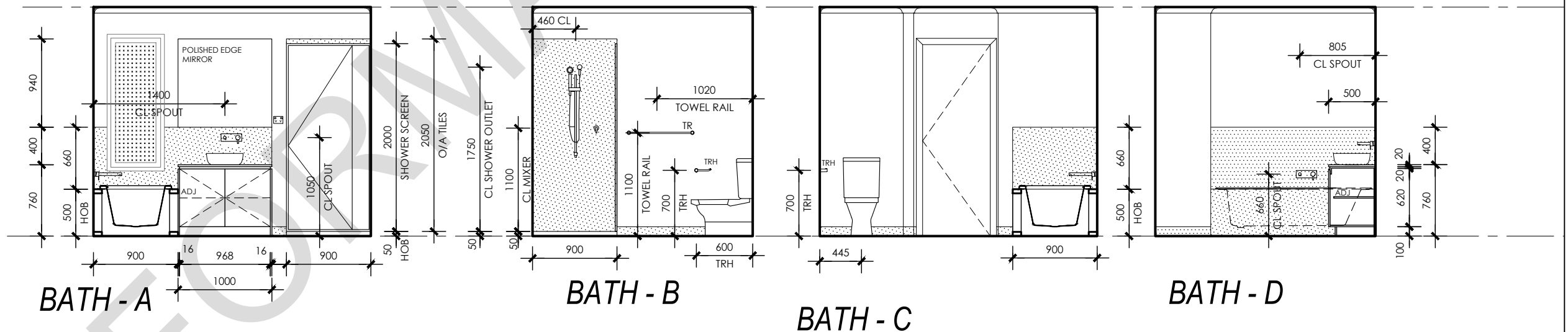
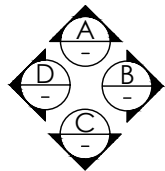
NOTE:  
DRAWINGS TO BE READ IN  
CONJUNCTION WITH INTERIOR  
FINISHES SCHEDULE

NOTE:  
INTERNAL ELEVATIONS DRAWN  
TO PLASTER DIMENSIONS



## BATH

SCALE 1:50



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11/41 Sabre Drive, Port Melbourne, VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**INT. ELEVATIONS 02**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:

Revision no.:	By:	Date:
CONTRACT ISSUE	CH	12.08.21
PCD1	PG	21.06.22
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CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**14 of 18**

Scale:  
**1:50**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

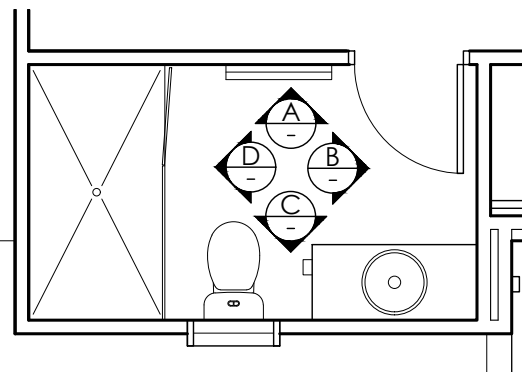
Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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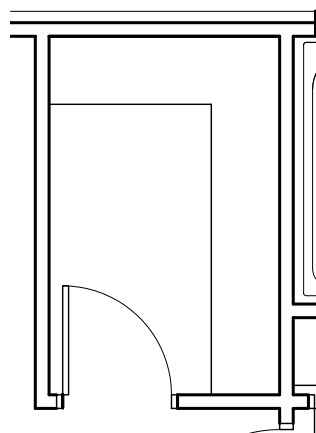
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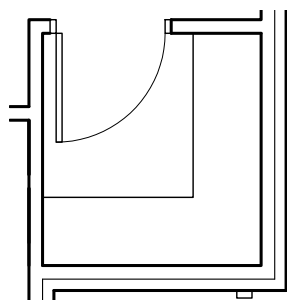
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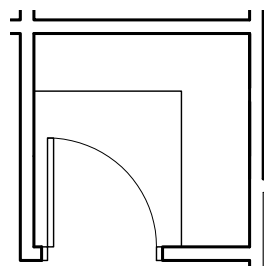
ENSUITE  
SCALE 1:50



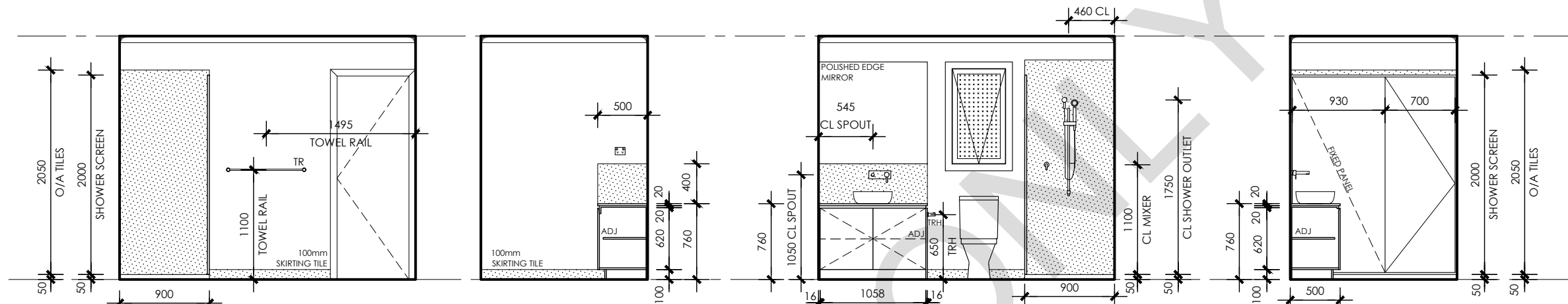
WIR  
SCALE 1:50



WIR 2  
SCALE 1:50



WIR 3  
SCALE 1:50

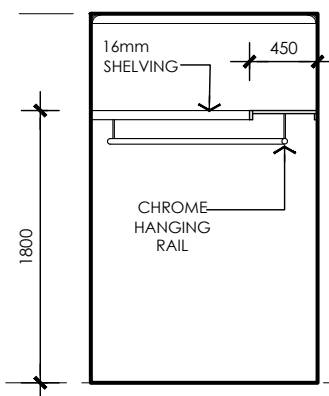


ENS. - A

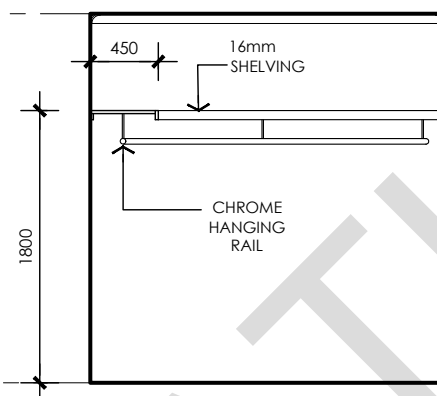
ENS. - B

ENS. - C

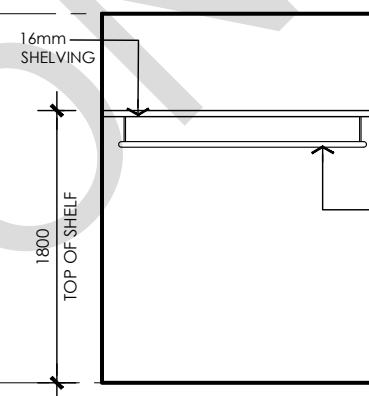
ENS. - D



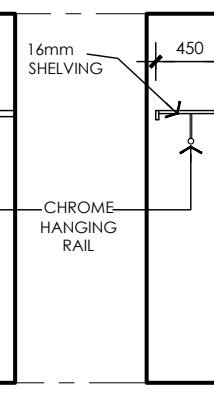
WIR. - A



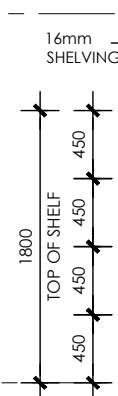
WIR. - B



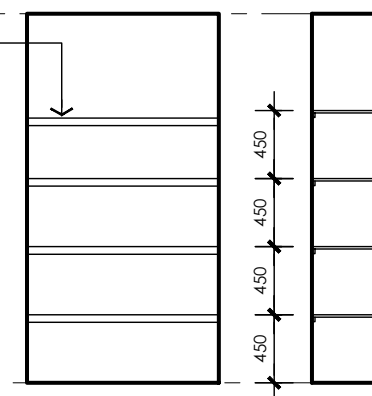
TYPICAL  
ROBE  
(FRONT)



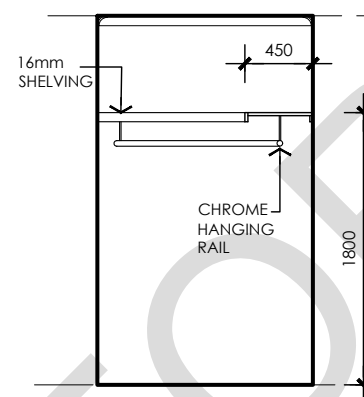
TYPICAL  
ROBE  
(SIDE)



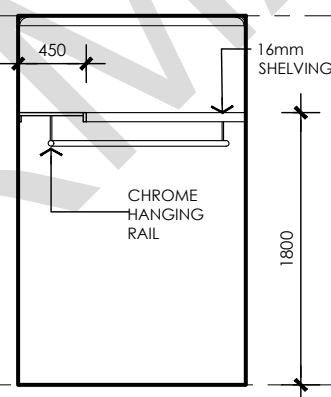
TYPICAL  
LINEN  
(FRONT)



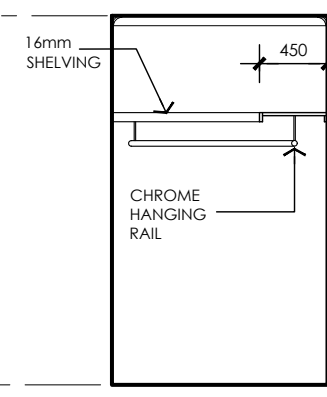
TYPICAL  
LINEN  
(SIDE)



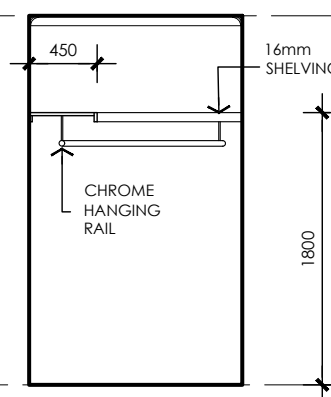
WIR2. - B



WIR 2. - C



WIR 3. - A



WIR 3. - B

NOTE:  
PROVIDE 100mm HIGH  
TILED SKIRTING TO ALL  
WET AREAS, EXCLUDING KITCHEN

NOTE:  
DRAWINGS TO BE READ IN  
CONJUNCTION WITH INTERIOR  
FINISHES SCHEDULE

NOTE:  
INTERNAL ELEVATIONS DRAWN  
TO PLASTER DIMENSIONS

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11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**  
Facade type:  
**TYPE A**  
Drawing title:  
**INT. ELEVATIONS 03**

Clients Signature / Date  
Clients Signature / Date  
Builders Signature / Date

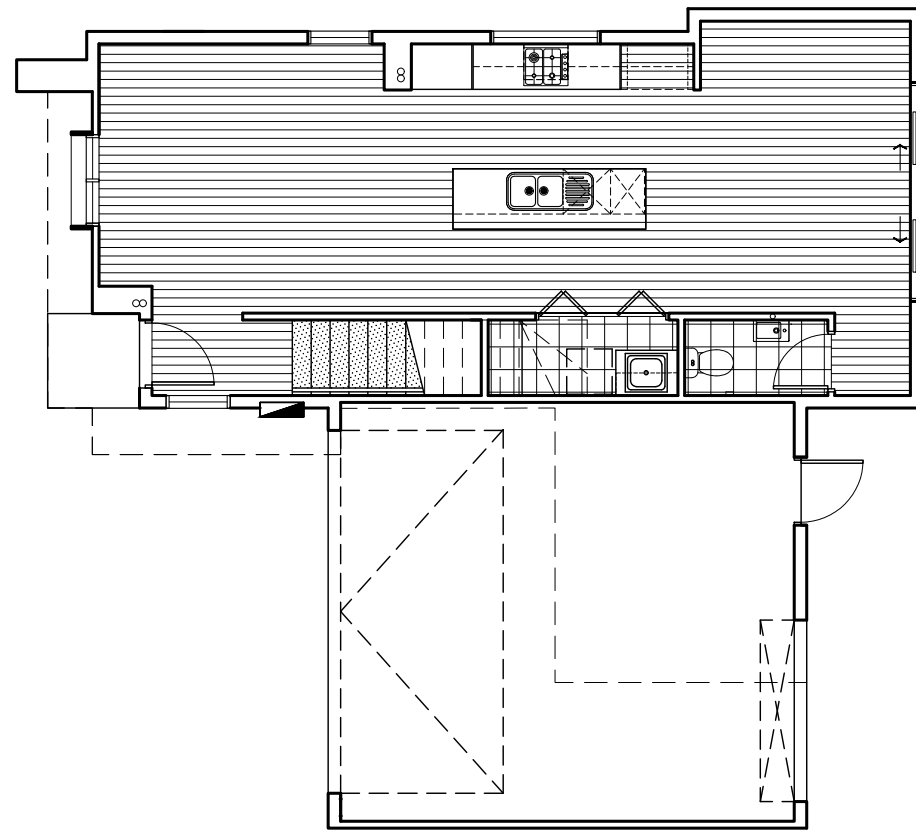
Job No: **602015**  
Drawn: **NC**  
Checked: **--**  
Issue: **CO1**  
Date: **16-11-22**

Revision Table:  
Revision no.:  
CONTRACT ISSUE CH 12.08.21  
PCD1 PG 21.06.22  
APPROVED TOWN PLANNING DRAWINGS NC 25-10-22  
CONSTRUCTION DRAWINGS NC 16-11-22

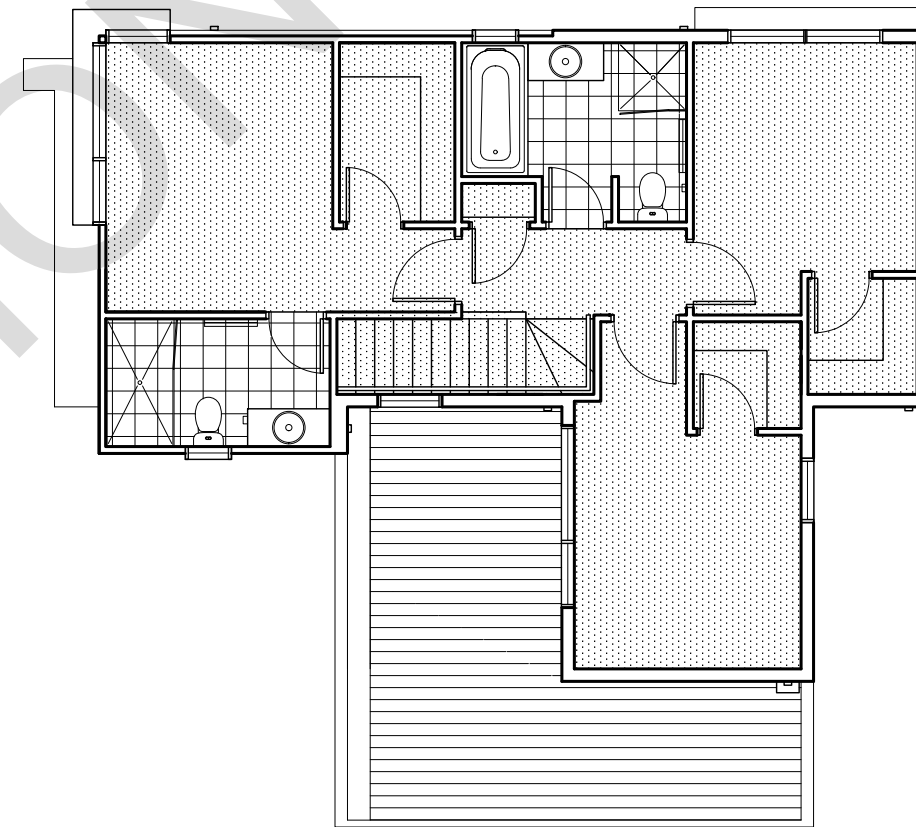
Sheet:  
**15 of 18**  
Scale:  
**1:50**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**  
Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT**  
**AURORA ESTATE**

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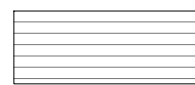


GROUND FLOOR

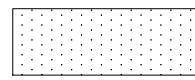


FIRST FLOOR

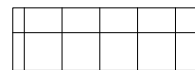
### FLOORING LEGEND



TIMBER LAMINATE FLOORING  
37.63SQM



CARPET  
45.58SQM  
(EXCLUDING STAIRCASE)



FLOOR TILES  
11.93SQM

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11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**FLOOR FINISHES**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:		
Revision no.:	By:	Date:
CONTRACT ISSUE	CH	12.08.21
PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**16 of 18**

Scale:  
**1:100**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
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RENDERED 75mm FOAMBOARD  
FIXED DIRECTLY TO  
STUD FRAME AS PER  
MANUFACTURES SPEC'S

VAPOUR BARRIER

DPC

RENDER STARTER  
TRIM

50  
SLAB  
REBATE

80 HEIGHT  
OF FLASHING

DETAIL - FOAM CLADDING SLAB REBATE  
SCALE: 1:10

50MM HEBEL POWERPANEL  
ON TOP HATS WITH  
RENDERED FINISH  
PROVIDE 10MM CONTROL  
JOINT AT EITHER SIDE OF  
DOOR

DPC

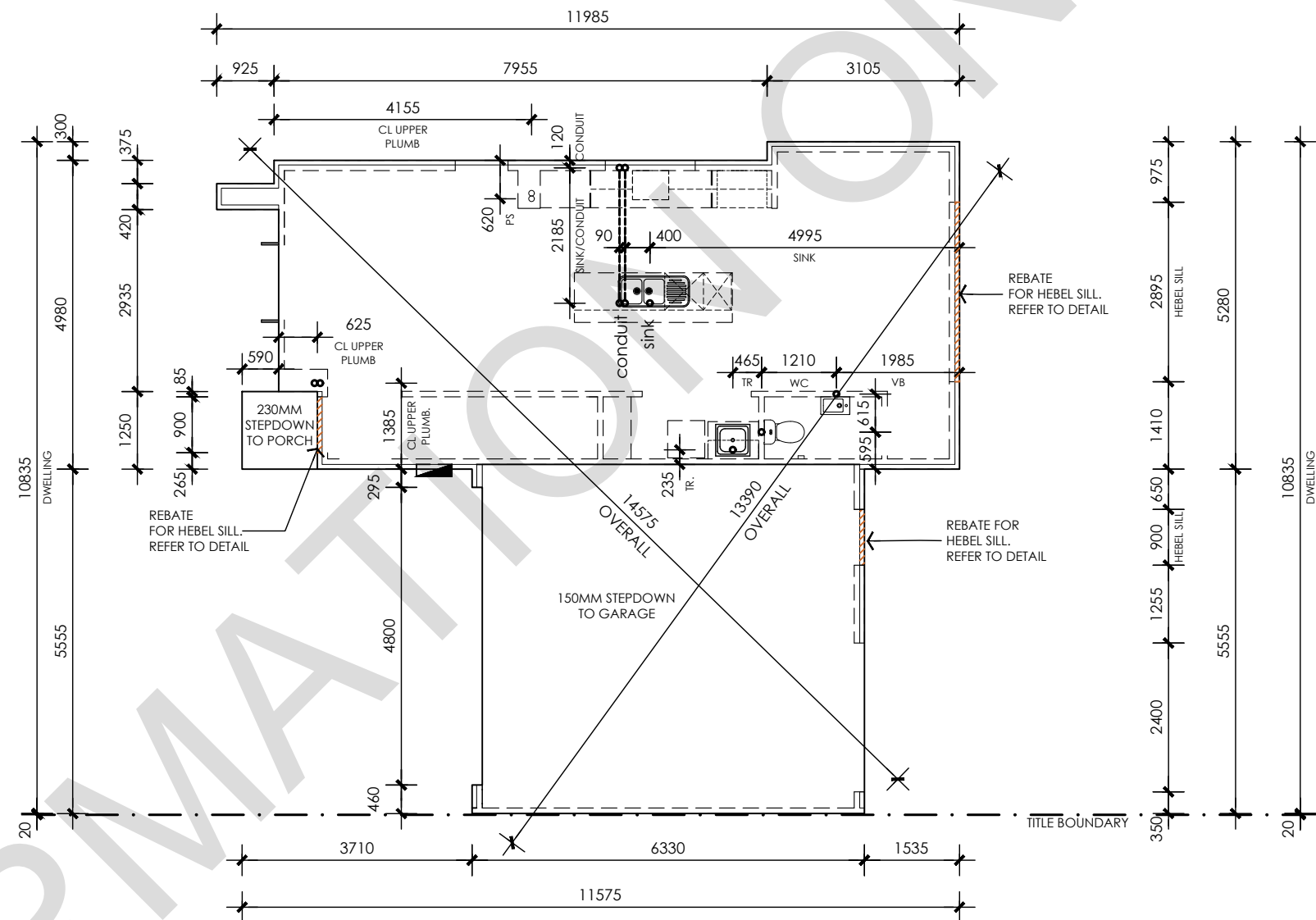
75

VOID FORMER

BACK FILL

REINFORCED CONCRETE WAFFLE SLAB  
TO ENGINEER'S DESIGN

DETAIL - DOOR SILL / HEBEL  
385 FREEBOARD  
SCALE - 1:10



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11/41 Sabre Drive, Port Melbourne. VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**SLAB + PLUMBING**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:

Revision no.:	By:	Date:
CONTRACT ISSUE	CH	12.08.21
PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:  
**17 of 18**

Scale:  
**1:100**

Clients:  
**M. CERCHIARO & N. J. CERCHIARO**

Proposed Residence At:  
**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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LEGEND

(9)MYB

GRASSES AND GROUND COVERS IN GARDEN BED (REFER TO PLANTING SCHEDULE)

(9)MYB

SHRUBS IN GARDEN BED (REFER TO PLANTING SCHEDULE)

(1)OLE

PROPOSED TREE (REFER TO PLANTING SCHEDULE)

GARDEN BED WITH TIMBER EDGING AND ORGANIC MULCH IN NATURAL COLOUR

INSTANT TURF

COMPACTED GRAVEL SURFACE

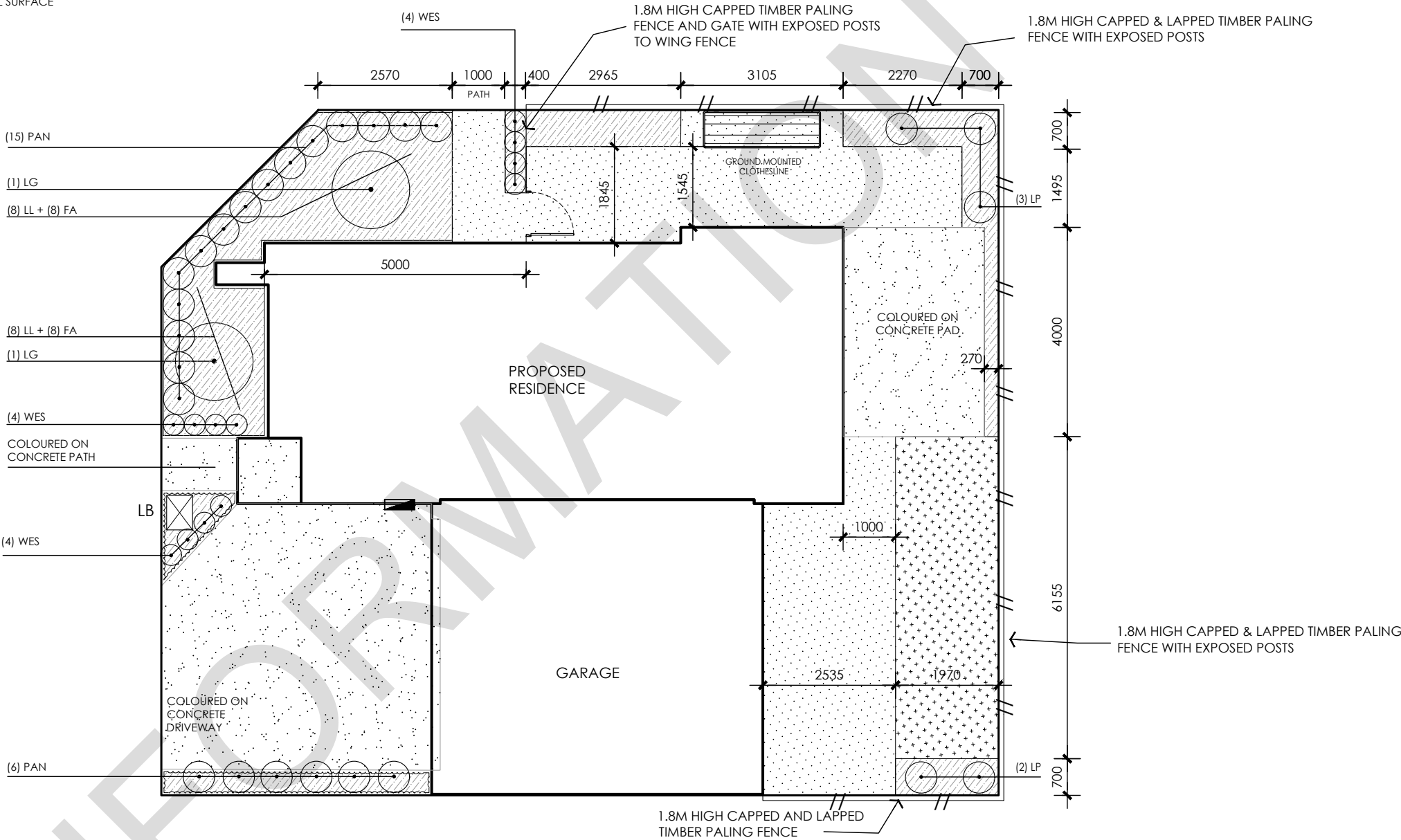
PLANT SCHEDULE - C2

Code	Botanic Name	Common Name	Pot Size (mm)	Spacing	Quantity
Trees					
LG	MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	1.5m high at installation	as shown	2
Medium Shrubs					
LP	LILLY PILLY ACMENA SMITHII	LILLY PILLY (SUBLIME)	200mm	as shown	5
Small Shrubs / tall tussocks					
PAN	PENNISETUM ALOPECUROIDES 'NAFRAY'	NAFRAY FOUNTAIN GRASS	150mm	as shown	21
WES	WESTRINGIA	BLUE GEM	150mm	as shown	12
Ground cover / small tussocks					
LL	LOMANDRA LONGIFOLIA 'TANIKA'	TANIKA	85mm	as shown	16
FA	FELICIA ANGUSTIFOLIA	LILAC FELICIA	85mm	as shown	16

LETTER BOX DETAIL

THE LETTERBOX MUST COMPLEMENT THE DWELLING IN COLOUR, DESIGN AND MATERIAL

- NOTES
1. ALL SETOUTS SHALL BE CHECKED PRIOR TO CONSTRUCTION. ADJUSTMENT WILL BE REQUIRED TO SUIT EACH SPECIFIC HOUSING LOT.
  2. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO SOHO LIVING, WHO SHALL FURTHER ISSUE INSTRUCTIONS.
  3. DO NOT SCALE DRAWINGS. FIGURED DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
  4. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE SOHO LIVING FOR APPROVAL PRIOR TO FABRICATION.
  5. ALL FABRICATED ITEMS SHALL BE INSPECTED AND APPROVED BY SOHO LIVING PRIOR TO INSTALLATION.
  6. THE CONTRACTOR SHALL LOCATE ALL SUBSURFACE SERVICES ETC. PRIOR TO EXCAVATION AND PROTECT SAME DURING CONSTRUCTION.
  7. SERVICES LOCATION SHOWN ARE INDICATIVE ONLY. LOCATE ALL SERVICES ON SITE PRIOR TO PLANTING AND RELOCATE TREES TO 0.50M MIN. FROM SERVICES
  8. ENSURE TYPICAL 150MM SET DOWN FROM FFL TO ADJOINING LANDSCAPE AREAS.
  9. ENSURE POSITIVE DRAINAGE TO ALL PAVED SURFACES
  10. INSTALL AG DRAINAGE AND SURFACE DRAINAGE PITS AS NECESSARY TO PROVIDE POSITIVE DRAINAGE
  11. PROPOSED DRAINAGE PITS ARE TO BE CONNECTED TO DOWNPIPES OR STORMWATER MAINS. LOCATION TO BE DETERMINED ON SITE.
  12. REFER WORKING DRAWINGS FOR FENCING AND GATES
  13. TYPICALLY INSTALL EXPANSION AND SAWCUT JOINTS TO DRIVEWAYS AS SPECIFIED
  14. ALL STEP HEIGHTS TO BE DETERMINED ON SITE (TO MEET BCA REQUIREMENTS)



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11/41 Sabre Drive, Port Melbourne, VIC 3207  
www.soholiving.com.au

House type:  
**THE HEALEY CNR DG - RH**

Facade type:  
**TYPE A**

Drawing title:  
**LANDSCAPE PLAN**

Clients Signature / Date

Clients Signature / Date

Builders Signature / Date

Job No: **602015**

Drawn: **NC**

Checked: **--**

Issue: **CO1**

Date: **16-11-22**

Revision Table:

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PCD1	PG	21.06.22
APPROVED TOWN PLANNING DRAWINGS	NC	25-10-22
CONSTRUCTION DRAWINGS	NC	16-11-22

Sheet:

**18 of 18**

Scale:

**1:100**

Clients:

**M. CERCHIARO & N. J. CERCHIARO**

Proposed Residence At:

**LOT 4511 HAWA AVENUE, WOLLERT  
AURORA ESTATE**

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# Domestic Building Insurance

## Certificate of Insurance

**Mario Cerchiaro, Netty Janetta Cerchiaro****7 Strahan Pl  
SOUTH MORANG  
VIC 3752**

Policy Number:

**C733918**

Policy Inception Date:

**15/09/2022**

Builder Account Number:

**024153**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **1 Hawa Ave WOLLERT VIC 3750 Australia**Carried out by the builder: **SOHO LIVING AUSTRALIA PTY LTD**Builder ACN: **147394367**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Mario Cerchiaro, Netty Janetta Cerchiaro**Pursuant to a domestic building contract dated: **28/08/2021**For the contract price of: **\$ 294,477.00**Type of Cover: **Cover is only provided if SOHO LIVING AUSTRALIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



## Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$956.00</b>
GST:	<b>\$95.60</b>
Stamp Duty:	<b>\$105.16</b>
<b>Total:</b>	<b>\$1,156.76</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some example of what to look for*

	Certificate of insurance	Your Domestic Building Contract
	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>
	<p>Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910</p>	<p>Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789</p>	<p>Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321</p>
	<p>✓</p> <p>Name of Builder and ACN match</p>	<p>✗</p> <p>Name of Builder does not match</p>
	<p>✗</p> <p>ACN does not match</p>	

29th July 2024

LYDIA MARIC  
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1 HAWA AVENUE WOLLERT 3750
<b>Applicant</b>	LYDIA MARIC HOME CONVEYANCING RESERVOIR
<b>Information Statement</b>	30870914
<b>Conveyancing Account Number</b>	4859580000
<b>Your Reference</b>	25976 CERCHIARO

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
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	1 HAWA AVENUE 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)**

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

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.

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	1 HAWA AVENUE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

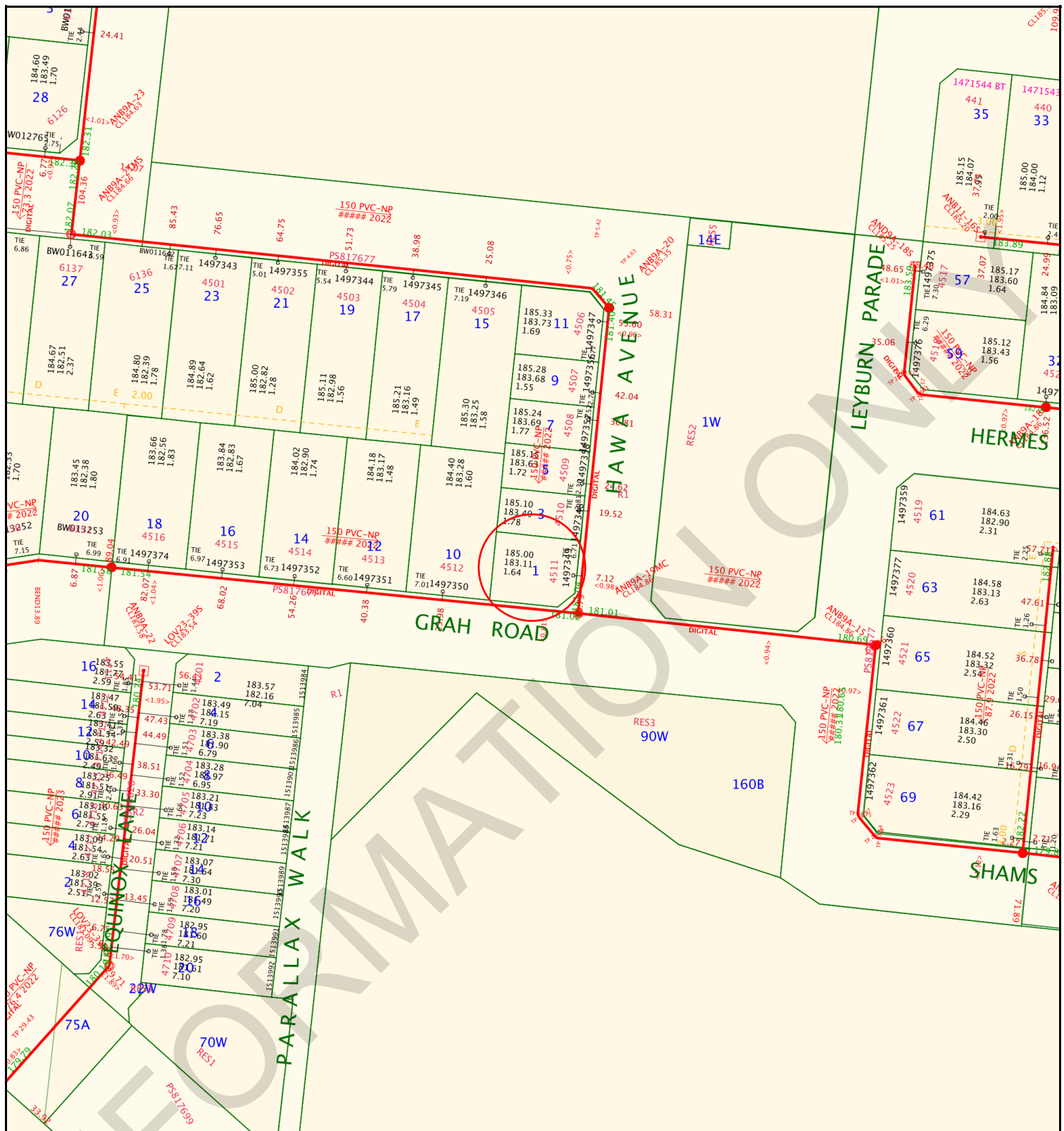
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30870914

Address	1 HAWA AVENUE WOLLERT 3750
Date	29/07/2024
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;

3rd August 2022

Application ID: 553909

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail****Water****Required Services**

Product	Qty
20mm Potable Pressure Limiting Valve (PLV)	1
20mm Recycled Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

**Sewer****Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1497349

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.



Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## RECYCLED WATER CONDITIONS

### Supplementary Conditions of Connection for Class A Recycled Water

### IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	✓ or X
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This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("the Act") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under the Act for breaches of these conditions.**

#### **Recycled Water Supply**

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

## 1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

## 2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

(a) Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

- (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
- (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

### 3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

### 3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
  - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed.  
**Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
  - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
  - (ii) Tap to be the jumper valve type
  - (iii) Tap handle must be the removable type
  - (iv) Standard thread on tap outlet for garden hose bib
  - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

### 3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
  - (i) an educational site including but not limited to schools and kindergartens;
  - (ii) a site to which the public have access;
  - (iii) a health care centre; or
  - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

### 3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
  - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
  - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
  - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (iv) 5/8" Male lugged elbow
  - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

### 3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

### 3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

## 4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems ( <b>excluding sprinkler systems</b> )	YES (✓)
Toilet / urinal flushing ( <b>excluding bidets</b> )	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds ( <b>not for swimming</b> )	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock ( <b>excluding pigs</b> )	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>Boiler feed water</li> <li>Process water</li> <li>Wash-down water</li> <li>Dust suppression</li> </ul>	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

## 5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

## 6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system ([www.yvw.com.au/rwinspection](http://www.yvw.com.au/rwinspection)). Inspections are mandatory and required at the stages below:

### (a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

### (b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

### (c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection



- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

**For inspection related enquiries:**

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

Phone: 9872 2518

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
- (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
- (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

## 7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

## 8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
  - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

## 9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
  - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

## 10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

**10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.**

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
  - (i) 20mm and 25mm meters **are moved for free**
  - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

**11. Stolen Meters**

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

## **12. Owner's Responsibility**

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

## **SEWER**

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).  
Photographs of plans are not acceptable.

## AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

LYDIA MARIC  
HOME CONVEYANCING RESERVOIR  
office6@homeconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 5574309563  
**Rate Certificate No:** 30870914

**Date of Issue:** 29/07/2024  
**Your Ref:** 25976 CERCHIARO

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 HAWA AVE, WOLLERT VIC 3750	4511\PS817677	5275518	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	19-02-2024 to 09-05-2024	\$0.00	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Residential Recycled Water Usage Charge	19-02-2024 to 09-05-2024	\$0.00	\$0.00
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

### Other Charges:

Interest	No interest applicable at this time
	No further charges applicable to this property
<b>Balance Brought Forward</b>	\$0.00
<b>Total for This Property</b>	\$193.11

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

Property Address	Lot & Plan	Property Number	Property Type
15A GARRONG AVE, WOLLERT VIC 3750	K\PS817680	5256654	Superseded

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



GENERAL MANAGER  
RETAIL SERVICES

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**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](http://yvw.com.au/recycled).

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

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

**Property No:** 5275518

**Address:** 1 HAWA AVE, WOLLERT VIC 3750

**Water Information Statement Number:** 30870914

#### HOW TO PAY



**Bill Code:** 314567  
**Ref:** 55743095635

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



3rd August 2022

Shantelle-Ann Marquis  
SOHO Living  
care of  
ShantelleM@soholiving.com.au

Dear Shantelle-Ann Marquis,

### APPLICATION FOR BUILD OVER CONDITIONS

Application ID	554921
Property Address	1 HAWA AVENUE WOLLERT 3750
Service Location ID	5275518

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.**

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 \*

Residential or Habitable Structure

- cannot build over any sewer branch and 600mm horizontal clearance is required

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed)

- can build over the sewer main and 750mm vertical clearance is required
- can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level

\* 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](mailto: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 cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

## **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of sewer mains up to and including 225 mm diameter and greater than 3.5 m deep, the following apply:

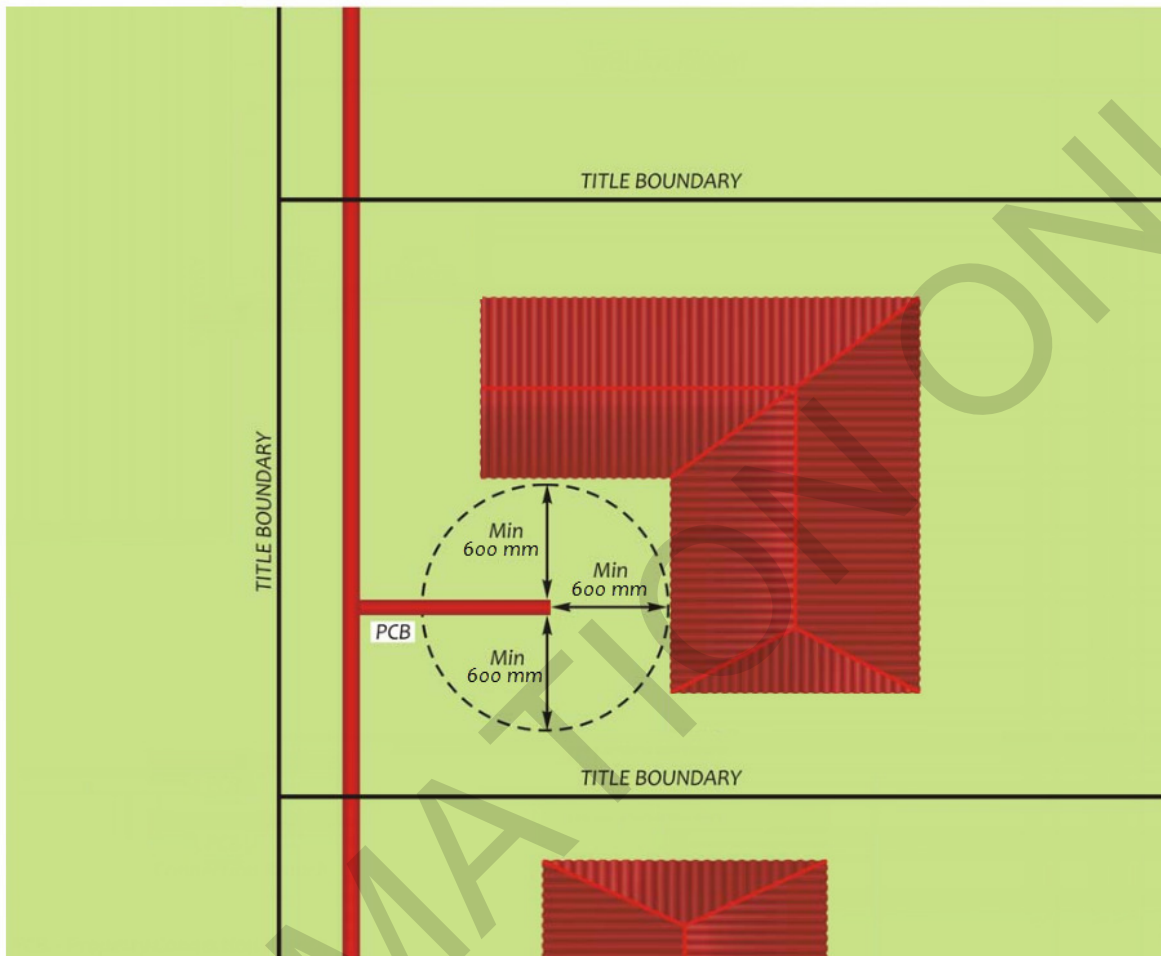
1. Refer to attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main by the works

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'F' for this structure
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing the property, there is no requirement to raise the (27A) to surface.

## RESIDENTIAL PROPERTY CONNECTION BRANCH

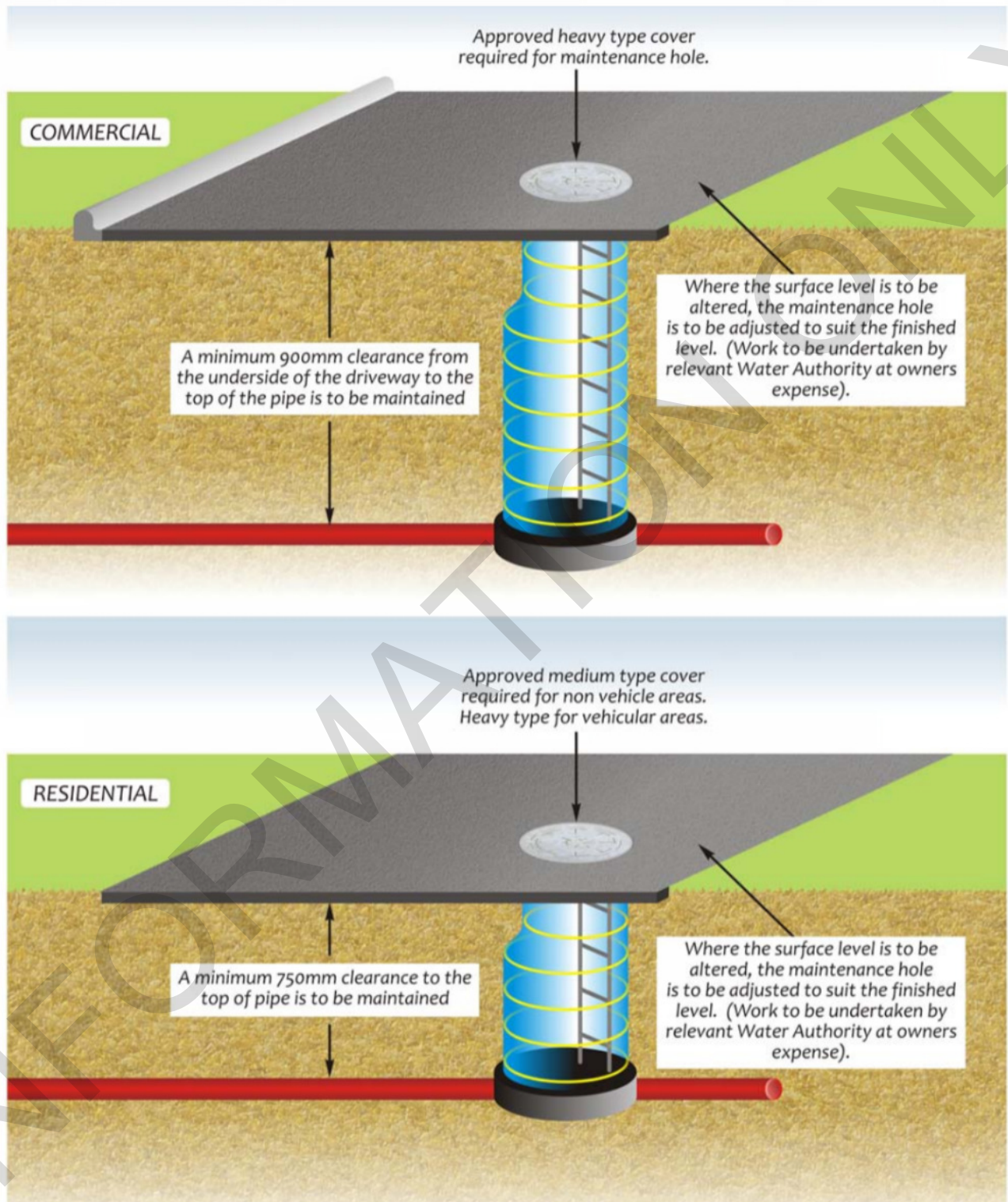
### RESIDENTIAL PROPERTY CONNECTION BRANCH

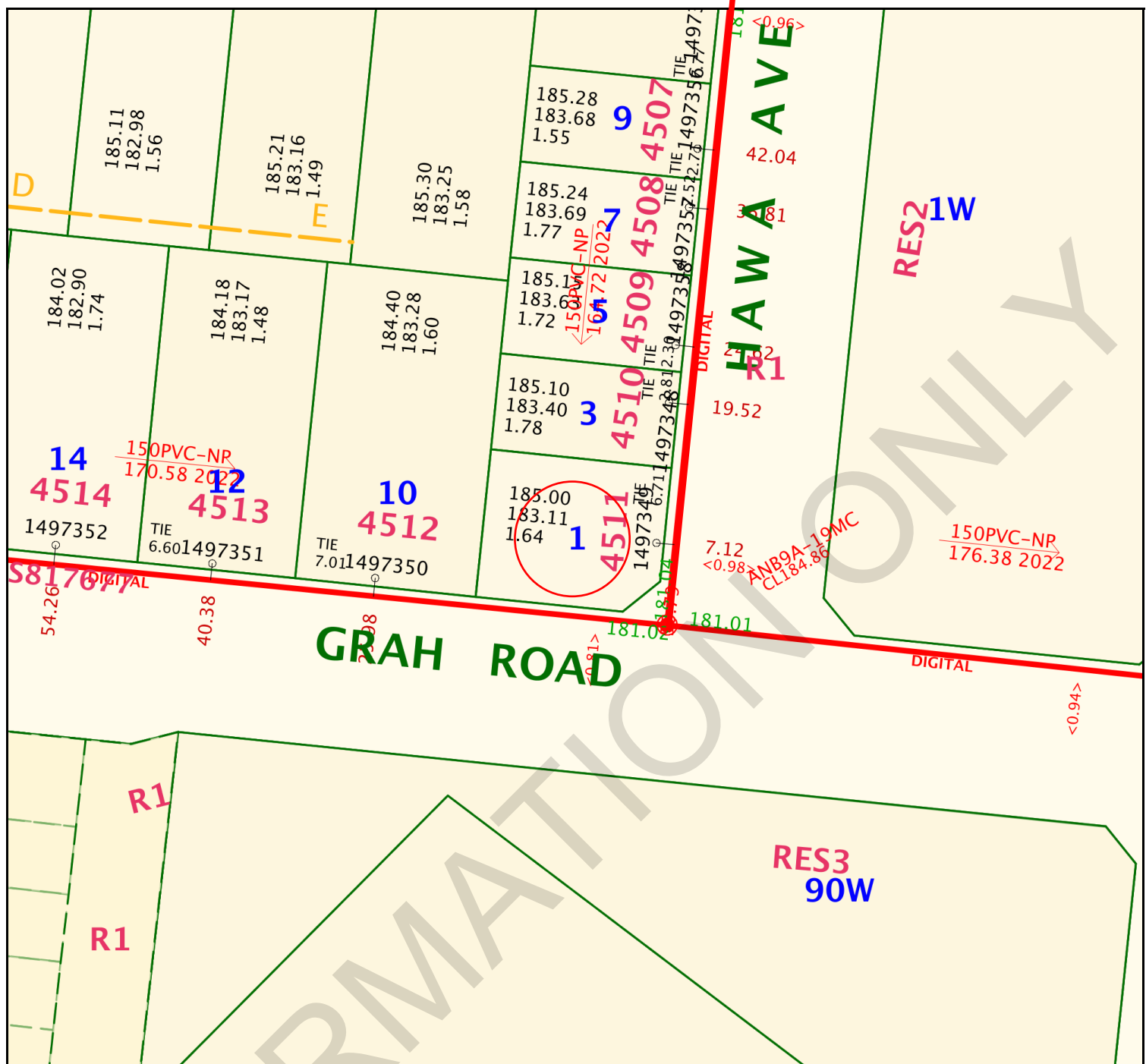


PCB - Property Connection Branch

# DRIVEWAY AND PAVING

## DRIVEWAYS AND PAVING





# **Yarra Valley Water Sewerage Depth Offset Asset Map**

**Address**

1 HAWA AVENUE WOLLERT 3750

**Date**

03/08/2022

**Scale**

1:500



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		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
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

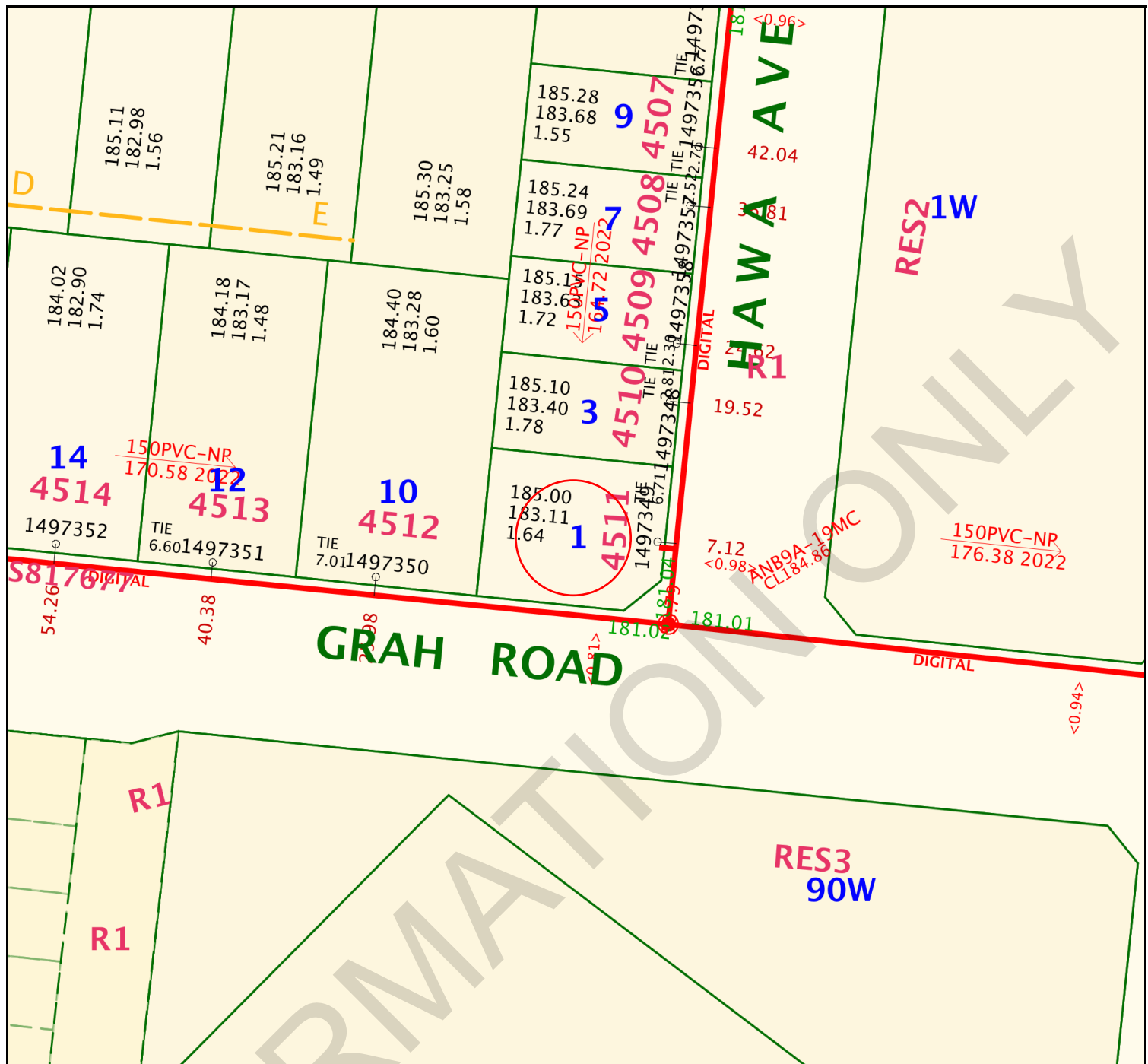
## **ASSET DETAILS**

**Pipe Size:** 150  
**Pipe Material:** PVC-NP  
**Average Depth (m):** 3.64  
**Branch Length (m):** 1.644

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:** 5275518





# Yarra Valley Water Sewer Branch Asset Map

Address

1 HAWA AVENUE WOLLERT 3750

Date

03/08/2022

Scale

1:500



Disclaimer: This Sewer Branch 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



Access Point Number

GLV2-42

Proposed Title



Circular Manhole



Sewer Branch



Gas Check Manhole



Existing Sewer



Inspection Shaft



Sewer Pipe Flow



Pipe Junction



Sewer Offset



Maintenance Shaft



Abandoned Sewer



Maintenance Chamber



Long Branch Reducer



End of Pipe



## 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

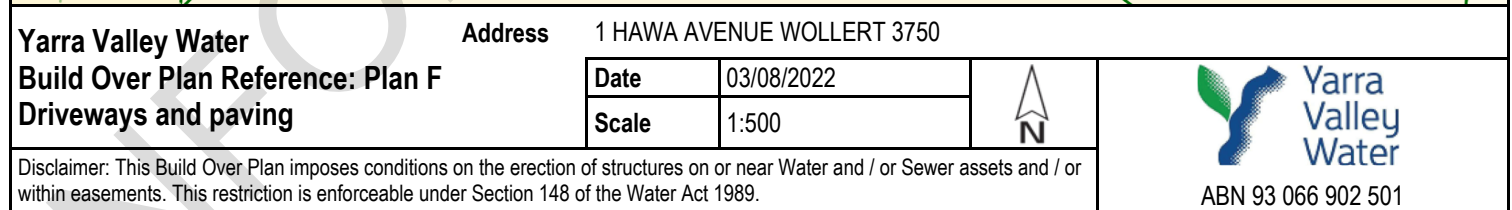
Branch Size: 100  
Branch Material: PVC-NP  
Branch Depth (m): 1.887  
Branch Length (m): 1.644

Note: Offsets denoted in brackets  
< > are from the title boundary to  
centreline of pipe.

YVW Ref: 5275518







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

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## 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.

# RESPONSIBILITY OF SEWER CONNECTION POINTS

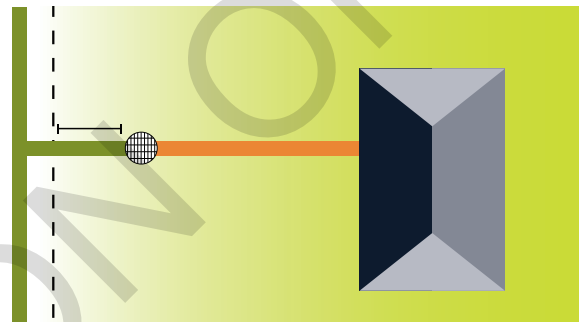


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

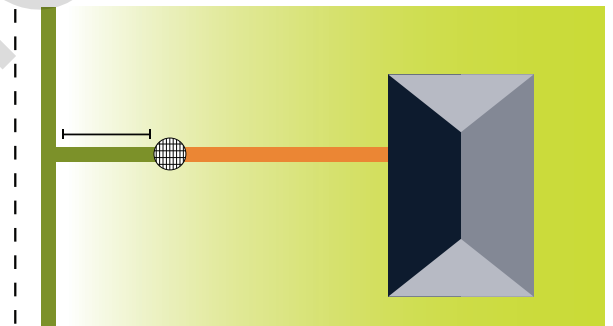
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

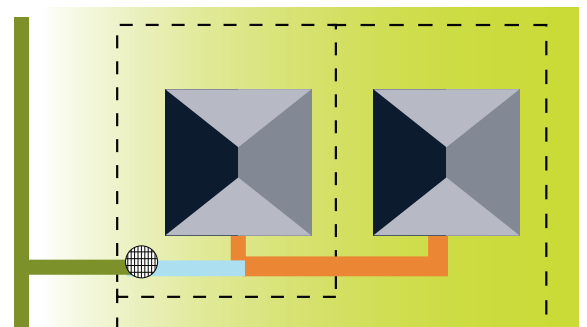
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



## COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



### KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening  
(may be below ground  
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132