

DATED

2026

HARKANWAR SINGH

to

CONTRACT OF SALE OF LAND

Property: 6 Grasslands Loop, Keysborough VIC 3173

Instant Conveyancing Services

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Ref: AD:ARUN.B:13427

CONTRACT OF SALE OF REAL ESTATE

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Address: 6 GRASSLANDS LOOP, KEYSBOROUGH VIC 3173

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

The terms of this contract are contained in the:

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

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

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

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

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

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

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

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

SIGNED BY THE VENDOR

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

Print name of person signing **HARKANWAR SINGH**

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**Tel:
Ref:Fax:
Email:**VENDOR****HARKANWAR SINGH**
of:**VENDOR'S CONVEYANCER
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**
of PO Box 1353, Lalor VIC 3075
Tel: (03) 9939 6824 Fax: (03) 9478 7868
Ref:
Email: arun@instantconveyancing.com.au**PURCHASER**

of:

**PURCHASER'S CONVEYANCER
OR LEGAL PRACTITIONER**of:
Tel: Fax:
Ref: Email:**PROPERTY ADDRESS**

The address of the property is 6 Grasslands Loop, Keysborough VIC 3173

LAND (General Conditions 3)The land is –
Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11979 Folio 372	35	PS 747974
Volume Folio		

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

All fittings and fixtures of a permanent nature as inspected

(General Condition 2.2(f))

(List or attach a Schedule)

PAYMENT

(General Condition 10)

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

GST (General Condition 13)

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

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

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

SETTLEMENT

(General Condition 10)

is due on/...../20.....

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

The above date; or

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

LEASE

(General Condition 1.1)

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

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

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

TERMS CONTRACT

(General Condition 23)

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

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

BUILDING REPORT

This condition applies only if the box is checked.

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

PEST REPORT

This condition applies only if the box is checked.

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

- 3.1. An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2. The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or

- any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Duties Online Settlement Statement

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

8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that -
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

9. Builder warranty insurance

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

10. Settlement

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

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

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

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition

required by general condition 24.2, but may claim compensation from the vendor after settlement.

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

default.

SPECIAL CONDITIONS

1. Electronic Conveyancing

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

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

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

1.3 Each party must:

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

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

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

1.6 Settlement occurs when the workspace records that:

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

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

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

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

1.9 The purchaser must before settlement:

- (a) ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b) ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c) ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d) be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e) acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

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

2 Compliance with Sale of Land Act

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

3 Jointly and Severally

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

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

4 Whole Agreement

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

5 Acceptance of Title

General Condition 12.4 is added:

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

6 Adjustments

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

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

7 Notices

General Condition 21 is replaced with the following:

21.NOTICES

21.2 The Vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

21.2 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8 Transfer of Land and Duties On Line

The 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 the Special Conditions 8 and 1.10 and General Condition 6.

9 Identity of Land

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to

Section 9AC of the Sale of Land Act 1962 (as amended).

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

10 Condition of Property and Chattels

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

11 Representation and Warranty

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

12 Planning

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

13 Default Interest

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

14 Cancellation and Re-Scheduling of Settlement

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

15 Settlement Cheques

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

16 Nomination

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

additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

17 Director's Guarantee and Warranty

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

18 Foreign Acquisition

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

19 Auction

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

20 Foreign Resident Capital Gains Withholding;

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

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

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

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

20.5 The purchaser must:

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

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

- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (b) Promptly provide the vendor with proof of payment; and
- (c) Otherwise comply, or ensure compliance with, this special condition; despite
- (d) Any contrary instructions, other than from both the purchaser and the vendor; and
- (e) Any other provision in this contract to the contrary.

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

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

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

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

20.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

21 GST Withholding Payments and Notifications

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

(a) Commencement Date means 1 July 2018

(b) Commissioner has the meaning given to that term in the TA Act;

(c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;

(d) Operative Date means 1 July 2020.

(e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;

(f) TA Act means the Taxation Administration Act 1953 (Cth); and

(g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

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

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

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

21.5 This special condition will not merge on settlement.

22 Release of Security General Condition 8

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

23. Finance Clause

23.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that

potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

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

24 . GST and Margin Scheme

The Purchaser acknowledges and agrees that the Vendor may, at any time prior to Settlement, amend this Contract to reflect whether the supply of the Property is:

- (a) a taxable supply on which GST is payable;
 - (b) a taxable supply under the margin scheme pursuant to Division 75 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth); or
 - (c) a supply on which no GST is payable,
- as required by the Vendor.

Any such amendment shall not alter the Purchase Price (unless expressly stated), and the Purchaser consents to the execution of any further documents reasonably required to give effect to such amendment, including any revised particulars, GST clauses, or settlement statements.

The Purchaser releases and indemnifies the Vendor against any claim, loss, liability, or cost arising from or in connection with such amendment.

GUARANTEE and INDEMNITY

I/We, of

and..... of

being the **Sole Director / Directors** of of

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

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

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

this day of 2026

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)

Sale of Land Regulations 2005

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

Schedule 5

Regulation 6

Information concerning the conduct of public auctions of land

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: HARKANWAR SINGH, 6 GRASSLANDS LOOP, Keysborough VIC 3173

Property Address: 6 Grasslands Loop, Keysborough VIC 3173

Lot: 35 Plan of subdivision: 747974

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 02/04/2026

Signed for an on behalf of the Vendor: *Instant Conveyancing Services*

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	6 GRASSLANDS LOOP, KEYSBOROUGH VIC 3173
-------------	---

Vendor's name	HARKANWAR SINGH	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$6,000.00

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

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

Not Applicable

3.1 Road Access

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

3.2 Designated Bushfire Prone Area

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

3.3 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11979 FOLIO 372

Security no : 124133467299B
Produced 01/04/2026 12:13 PM

LAND DESCRIPTION

Lot 35 on Plan of Subdivision 747974P.
PARENT TITLE Volume 11968 Folio 721
Created by instrument PS747974P Stage 2 10/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HARKANWAR SINGH of 6 GRASSLANDS LOOP KEYSBOROUGH VIC 3173
AR605176U 30/10/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX619793N 08/01/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT C184982

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
AN340343L 05/12/2016

DIAGRAM LOCATION

SEE PS747974P 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: 6 GRASSLANDS LOOP KEYSBOROUGH VIC 3173

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 08/01/2024

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 2 PLAN NO. PS747974P

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS747974P
Number of Pages (excluding this cover sheet)	12
Document Assembled	01/04/2026 12:13

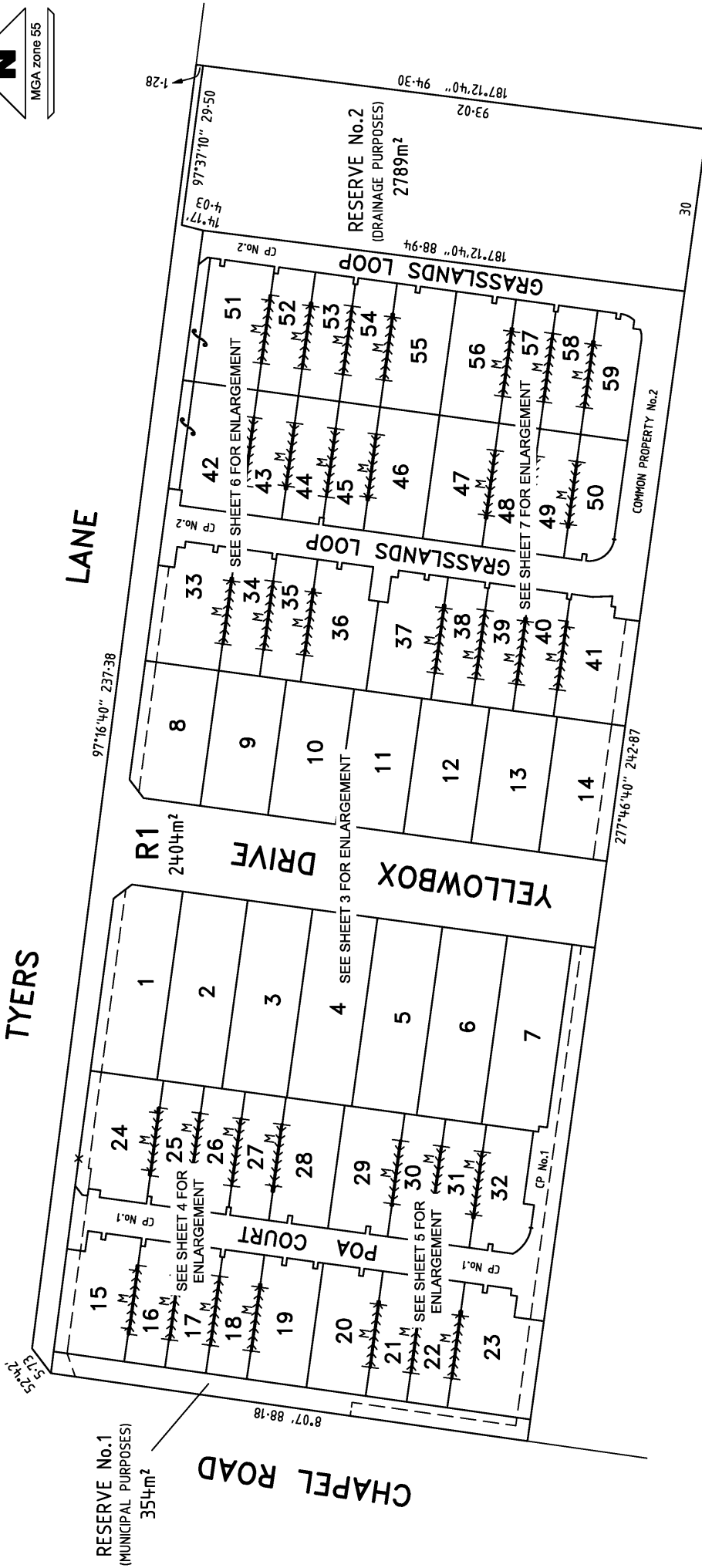
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PLAN OF SUBDIVISION		LV use only EDITION 3	PS 747974P	
<p style="text-align: center;">Location of Land</p> <p>Parish: DANDENONG Township: - Section: - Crown Allotment: 56 (PART) Crown Portion: - Title Reference: VOL 8588 FOL 521</p> <p>Last Plan Reference: LOT 1 ON LP62652</p> <p>Postal Address: 175 CHAPEL ROAD (at time of subdivision) KEYSBOROUGH VIC 3173</p> <p>MGA Co-ordinates E 338608 Zone: 55 (of approx. centre of land in plan) N 5791690 GDA 94</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: GREATER DANDENONG CITY COUNCIL</p>		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS MEDIAN: BOUNDARIES MARKED 'M' SHOWN THUS M EXTERIOR FACE: ALL OTHER BOUNDARIES</p> <p> DENOTES STRUCTURE (NON-BOUNDARY)</p> <p> DENOTES TANGENT POINT</p> <p>ENL. DENOTES ENLARGEMENT</p> <p>CP No.1 DENOTES COMMON PROPERTY No.1</p> <p>CP No.2 DENOTES COMMON PROPERTY No.2</p> <p>COMMON PROPERTY No.2 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.1.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p>		
ROAD R1	GREATER DANDENONG CITY COUNCIL			
RESERVE No.1	GREATER DANDENONG CITY COUNCIL			
RESERVE No.2	GREATER DANDENONG CITY COUNCIL			
Notations				
Depth Limitation DOES NOT APPLY				
<p>Staging This is/is not a staged subdivision Planning Permit No.</p> <p>Survey This plan is/is not based on survey</p> <p style="text-align: right;">DANDENONG PM'S 1837, 1865, 1866</p> <p>This survey has been connected to permanent marks no(s) 1910, 1790, 1882 In Proclaimed Survey Area No.</p>				
OTHER PURPOSES OF PLAN				
<p>1. REMOVAL OF THE DRAINAGE EASEMENT SET APART ON PLAN OF SUBDIVISION LP62652 THAT AFFECTS THE LAND IN THIS PLAN. GROUNDS FOR REMOVAL: PLANNING PERMIT No. PLN15/0275</p> <p>2. CREATION OF RESTRICTION (SEE SHEET 10)</p>				
Easement Information				
Legend:		<p>E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p> <p>A - Appurtenant Easement</p> <p>R - Encumbering Easement (Road)</p>		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.50	THIS PLAN	SOUTH EAST WATER CORPORATION
E-2	ELECTRICITY SUPPLY	SEE DIAG.	THIS PLAN	UNITED ENERGY DISTRIBUTION LIMITED
E-3	RIGHT OF ACCESS BY FOOT FOR MAINTENANCE OF SERVICES (LIMITED AS TO DEPTH SEE SECTIONS A-A')	SEE DIAG.	THIS PLAN	LOTS 42-59 (BOTH INCLUSIVE) ON THIS PLAN
A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au		SURVEYORS FILE REF: 13163S-COMPILED PLAN LICENSED SURVEYOR: ANDREAS CIRUGEDA COMPILED PLAN		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 10 SHEETS THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN

PS 747974P



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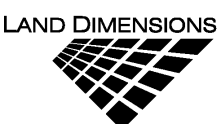
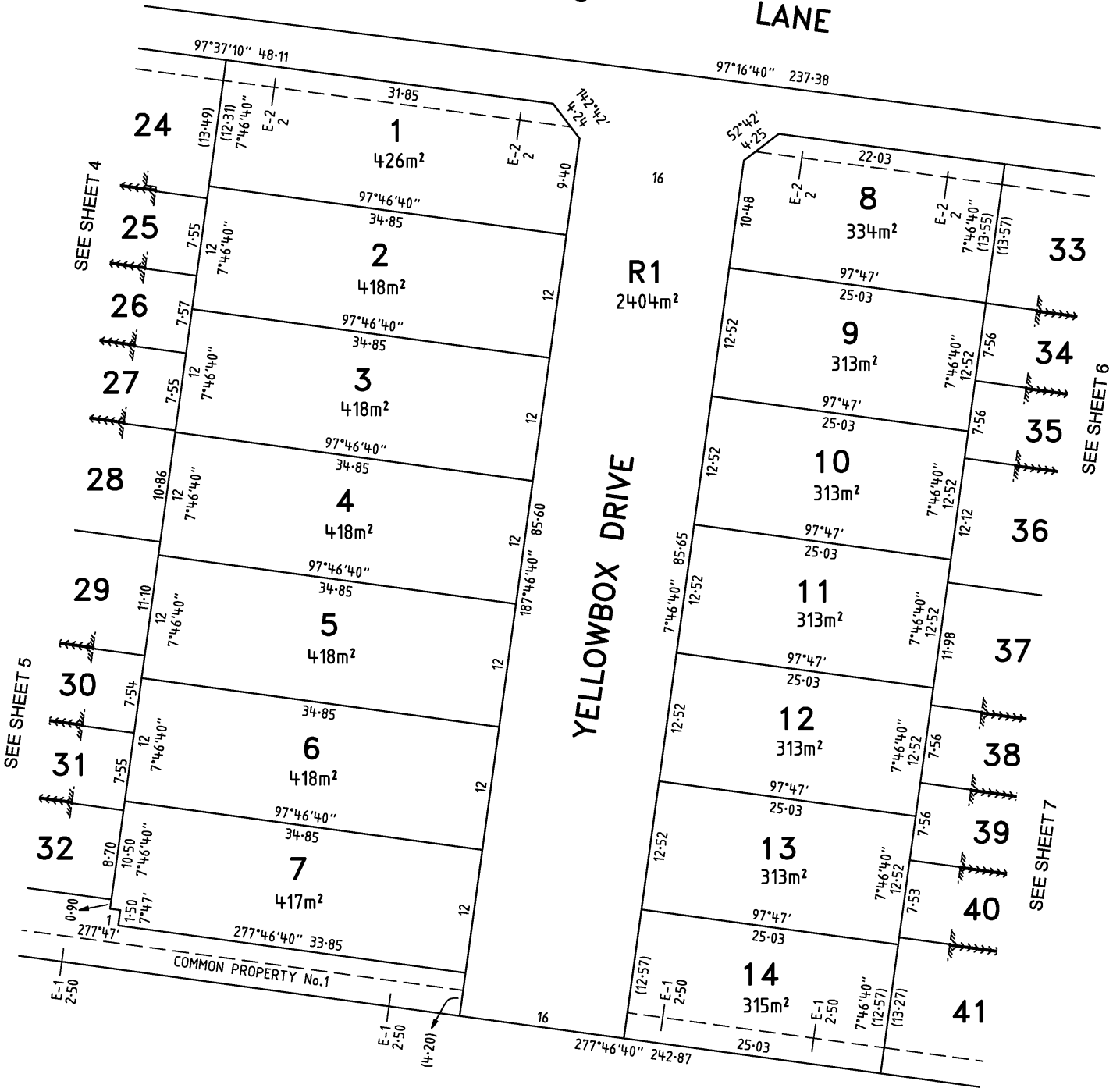
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TYERS LANE



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 COMPILED PLAN

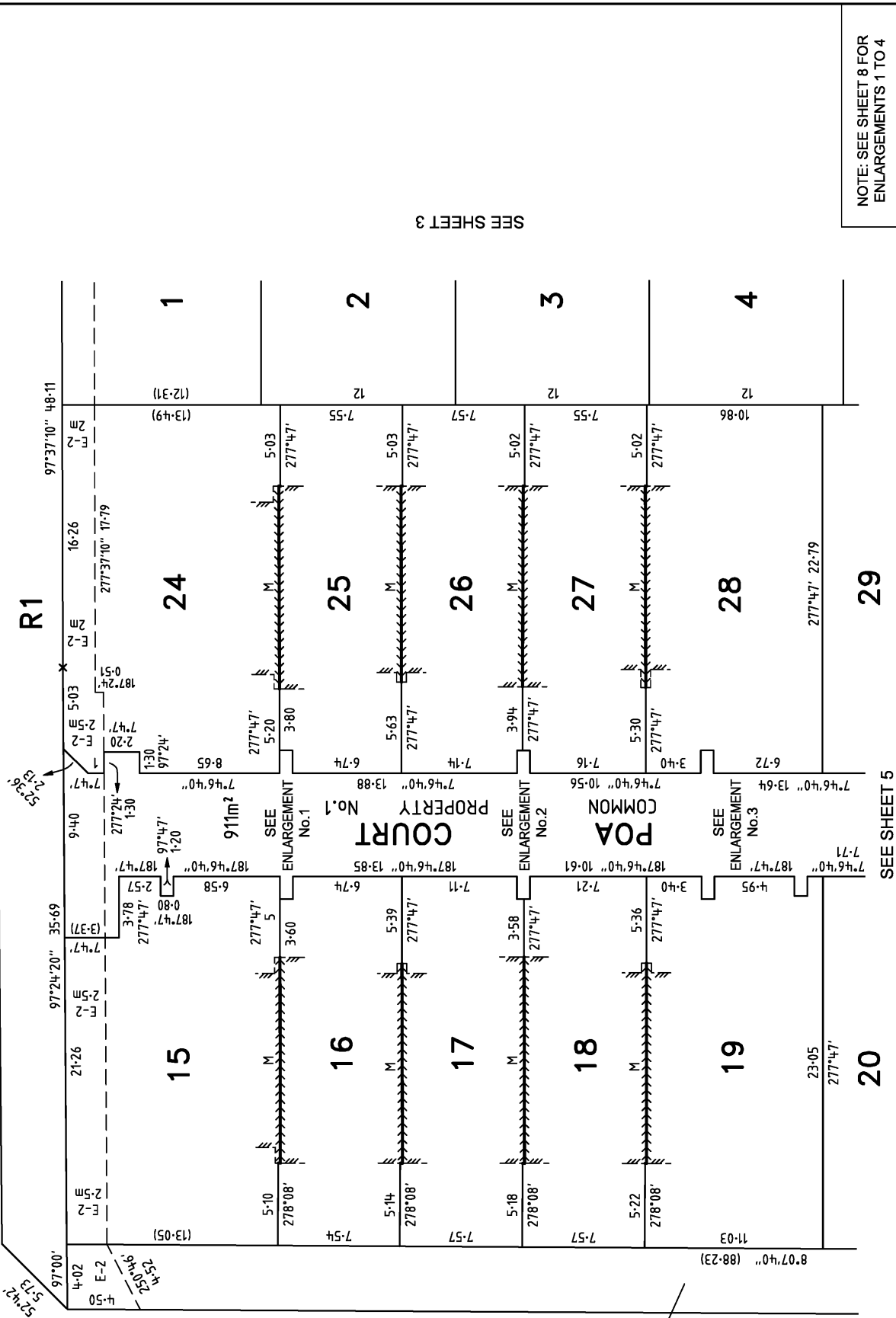
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 SHEET 3

PS 747974P

LANE

TYERS

97°16'40" 237.38



NOTE: SEE SHEET 8 FOR ENLARGEMENTS 1 TO 4

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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 4

LICENSED SURVEYOR: ANDREAS CIRUGEDA
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SEE SHEET 5

SEE SHEET 3

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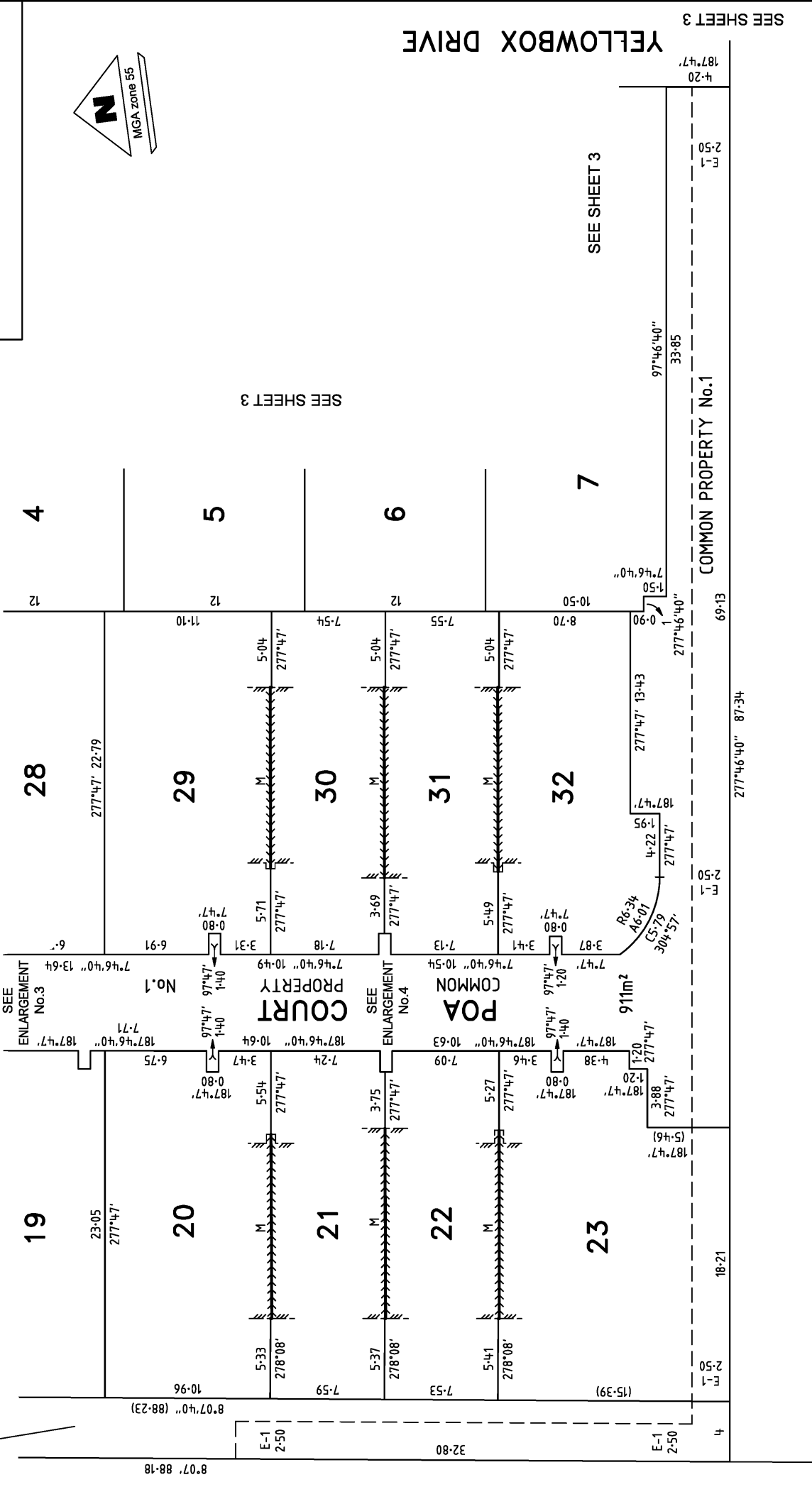
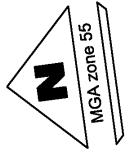


RESERVE No.1 (MUNICIPAL PURPOSES)

RESERVE No.1
(MUNICIPAL PURPOSES)

SEE SHEET 4

PS 747974P



SEE SHEET 3

YELLOWBOX DRIVE

SEE SHEET 3

SEE SHEET 3

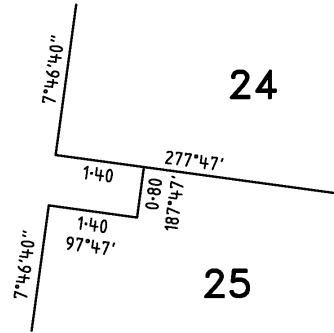
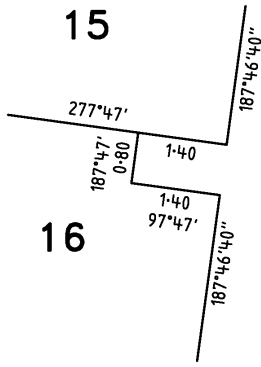
NOTE: SEE SHEET 8 FOR ENLARGEMENTS 1 TO 4

<p>LAND DIMENSIONS A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au</p>	<p>SCALE 1:250</p>	<p>25 0 5 10 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 5</p>
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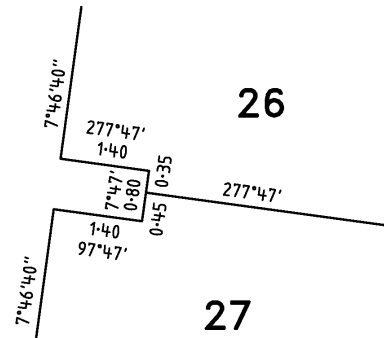
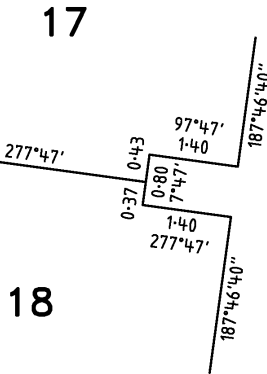


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PS 747974P

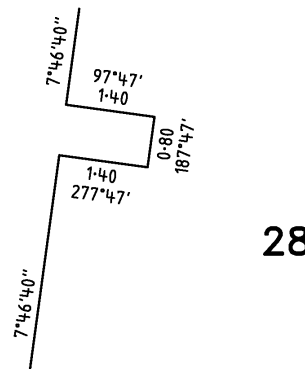
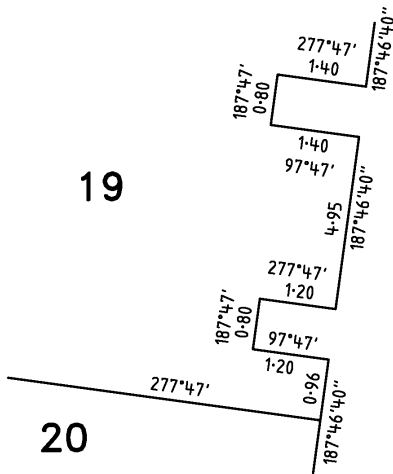


POA COURT
COMMON PROPERTY No.1



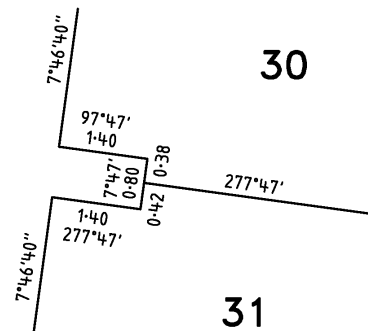
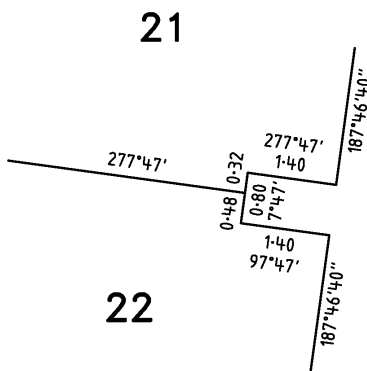
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COMMON PROPERTY No.1



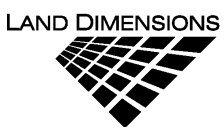
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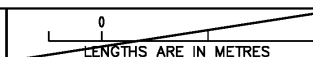
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COMMON PROPERTY No.1



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SCALE
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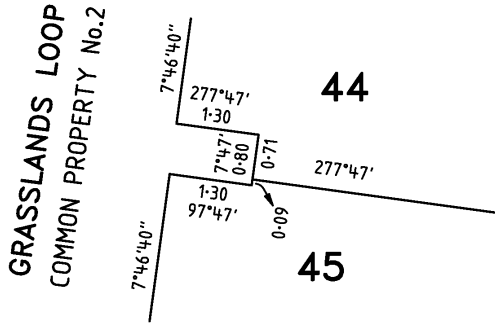
SHEET 8

LICENSED SURVEYOR: ANDREAS CIRUGEDA
COMPILED PLAN

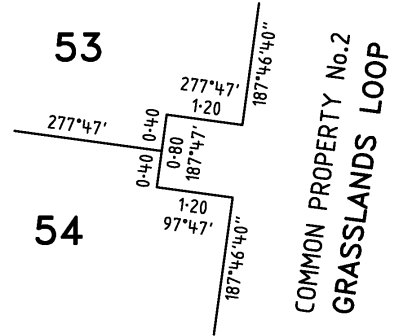
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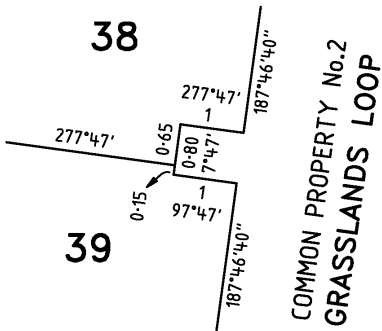
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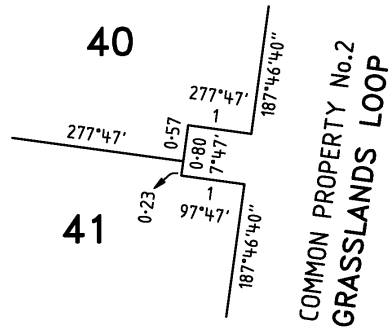
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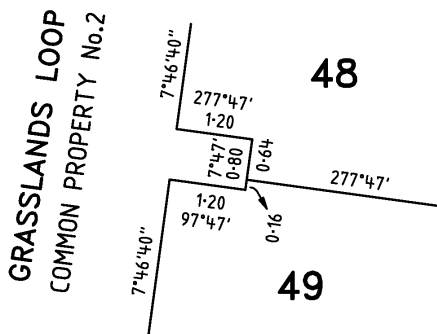
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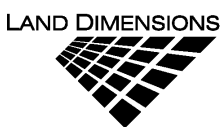
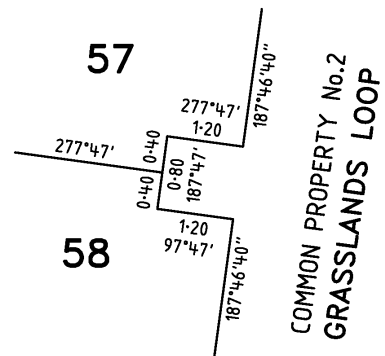
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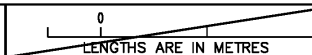


ENLARGEMENT No.10
NOT TO SCALE



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SCALE
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ORIGINAL SHEET
SIZE: A3

SHEET 9

LICENSED SURVEYOR: ANDREAS CIRUGEDA
COMPILED PLAN

PS 747974P**SUBDIVISION ACT 1988****CREATION OF RESTRICTION**

The following restriction is to be created upon registration of this Plan.

Table of land burdened and land benefited:

Burdened Lot No.	Benefited Lot No.
1	2
2	1, 3
3	2, 4
4	3, 5
5	4, 6
6	5, 7
7	6
8	9
9	8, 10
10	9, 11
11	10, 12
12	11, 13
13	12, 14
14	13

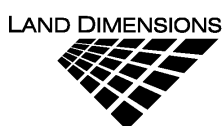
DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on this Plan shall not, unless with the consent of the Responsible Authority:

(1) Construct or allow to be constructed:

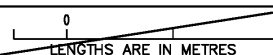
- (a) Any Dwelling outside of the Dwelling Envelope Zone shown hatched on sheet 11 of this Plan with the exception of the usual encroachments into the nominated setback as provided for under Regulation 414(3) of the Building Regulations 2006.
- (b) Any Garage with a front setback of less than 6 metres from the front boundary.
- (c) Any Dwelling that is setback from the side boundary in accordance the Dwelling Envelope Zone shown hatched on sheet 5 of this Plan, which is also setback an additional 0.30 metres from the side boundary for every metre in height of the Dwelling over 3.60 metres to 6.90 metres above site level, plus an additional 1 metre side setback for the dwelling over 6.90 metres above site level.
- (d) Any Dwelling with a site coverage in accordance with Regulation 411(3) of the Building Regulations 2006, of no more than 60%.
- (e) No more than 1 crossover per lot with said crossover having a width of 3 metres.
- (f) A garage wall along a boundary of no more than 7 metres in length.
- (g) No more than one dwelling per lot.

This Restriction shall expire on 31st December 2024.



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SCALE

ORIGINAL SHEET
SIZE: A3

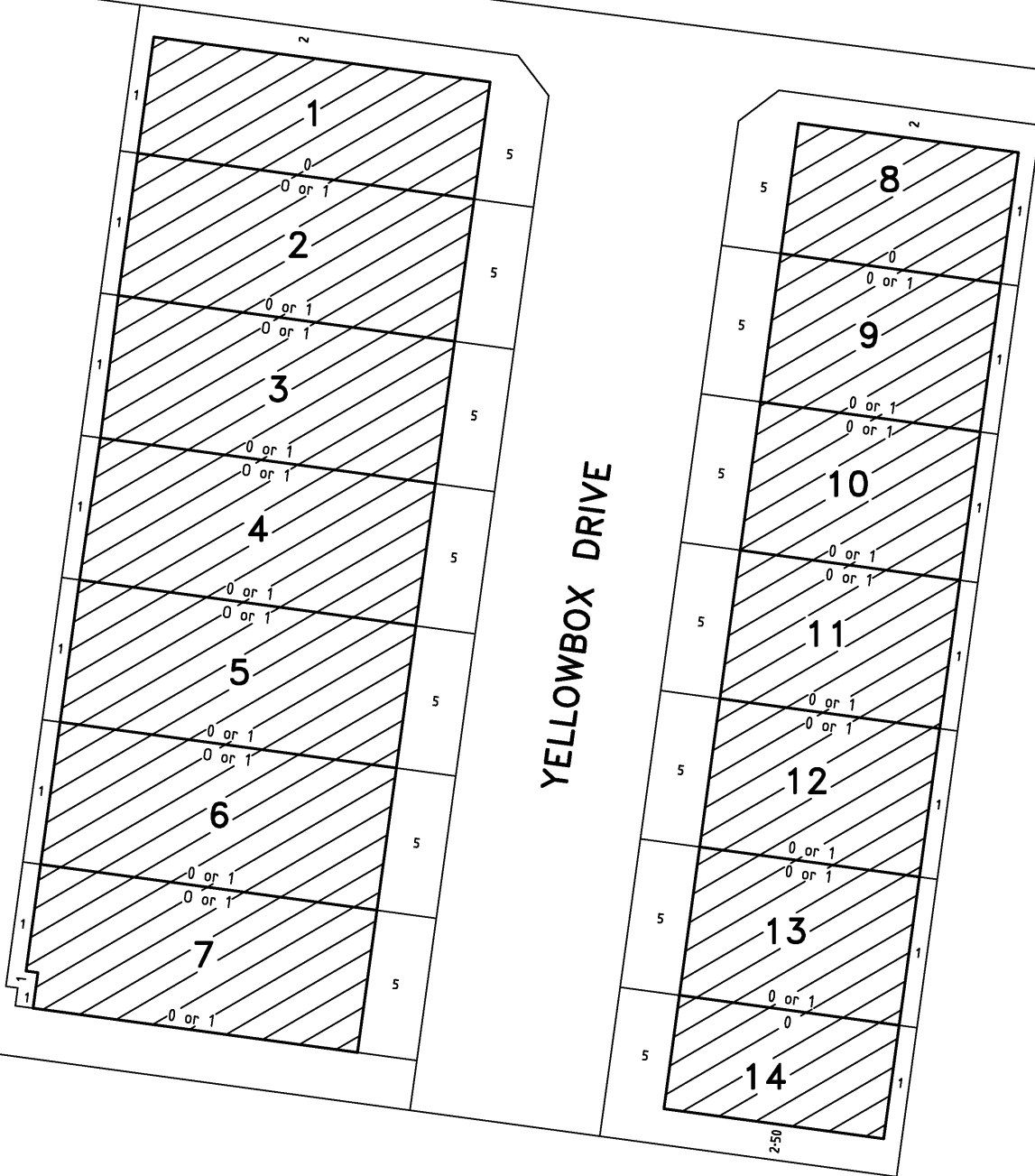
SHEET 10



LICENSED SURVEYOR: ANDREAS CIRUGEDA
COMPILED PLAN

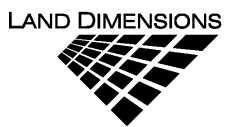
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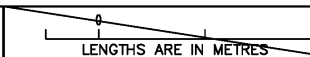


-  DWELLING ENVELOPE BOUNDARY
-  DWELLING ENVELOPE ZONE



A.C.N. 129 548 054
 Level 1 Suite 2
 327 Police Road, Mulgrave
 Tel: (03) 9790 0399
 www.landdimensions.net.au

SCALE
NTS



ORIGINAL SHEET
SIZE: A3

SHEET 11

LICENSED SURVEYOR: ANDREAS CIRUGEDA
 COMPILED PLAN



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S
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~~NEW TITLE~~

~~P750629~~ REGS

RE-LOGGED
9.31
- 2 APR 1965
OFFICE OF TITLES

GORDON RENNICK & GAYNOR

VICTORIA

TRANSFER OF LAND

We, RONALD HERBERT McMAHEN Grazier and DOROTHY MARGARET McMAHEN Married Woman both of Chapel Road, Keysborough being registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of FIVE THOUSAND FIVE HUNDRED POUNDS paid to us by K. C. GARTSIDE AND COMPANY PROPRIETARY LIMITED of Centre Dandenong Road Dingley DO HEREBY TRANSFER to the said K. C. GARTSIDE AND COMPANY PROPRIETARY LIMITED all our estate and interest in ALL THAT piece of

land being Lot 23 on Plan of Subdivision No.60022 lodged in the Office of Titles Parish of Dandenong and the said K. C. GARTSIDE AND COMPANY PROPRIETARY LIMITED for itself its assigns and transferees and as separate covenants therewith RONALD HERBERT McMAHEN and

DOROTHY MARGARET McMAHEN and the survivor of them and their respective heirs successors and transferees and other proprietor or proprietors for the time being of the land comprised in Certificate of Title Volume 5951 Folio 115 and every part or parts thereof (other than the land hereby transferred)

that it (will not erect or cause or suffer to be erected on the said Lot any building or buildings of a temporary nature and suitable for habitation) and that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Certificate of Title and every part thereof (other than the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and every part thereof and that the same shall be noted and appear on every future Certificate of Title for the said Lot and every part thereof as an encumbrance affecting the same and every part thereof.

DATED the 18th day of September One thousand nine hundred and sixty-three.

CEDED with consent of
for parties
27/9/65

VICTORIA - STAMP DUTY
SEP-25-63 563159 41302

LEA 100E***8210-0

27/9/65
1/10/65

Handwritten notes:
12/5/63
116
60
80
12
85



DC184982-1-4

THE COMMON SEAL of K. C. GARTSIDE
AND COMPANY PROPRIETARY LIMITED
was hereunto affixed in the presence
of

W.A. Gartside Director

K.C. Gartside Secretary

SIGNED by the said RONALD HERBERT
McMAHEN in Victoria in the presence
of

R.H. McMahon
David McCarigan

SIGNED by the said DOROTHY
MARGARET McMAHEN in Victoria in
the presence of

D.M. McMahon
David McCarigan

ENCUMBRANCES REFERRED TO

Nil.



DC184982-2-1

DATED

1963

R.H. and D.M. McMAHEN

to

K. C. GARTSIDE AND COMPANY
PROPRIETARY LIMITED

TRANSFER OF LAND
(Lot 23)

A memorandum of the within instrument
has been entered in the Register Book



GORDON RENNICK & GAYNOR,
SOLICITORS,
473 BOURKE STREET,
MELBOURNE.

DC:ED



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Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

AN340343L



Lodged by:

Name: MACPHERSON KELLEY
Phone: +61 3 9794 2600
Address: 40-42 Scott Street
Dandenong VIC 3175
Reference: PRM:JWF:264543
Customer Code: 1161S

The responsible 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 and folio)*

Volume 08588 Folio 521

Responsible Authority: *(full name and address including postcode)*

GREATER DANDENONG CITY COUNCIL of 225 Lonsdale Street, Dandenong Vic 3175

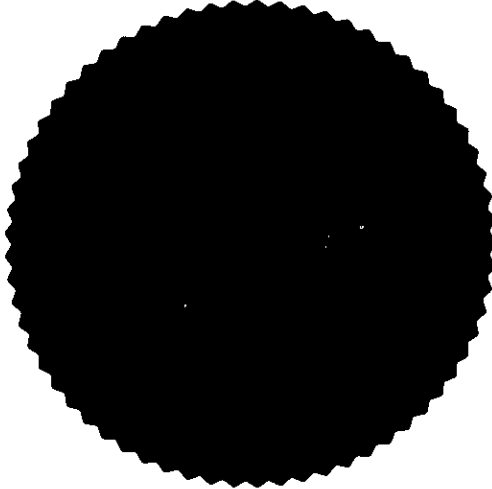
Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this application.

Date: 14.11.16

THE COMMON SEAL of the GREATER DANDENONG)
CITY COUNCIL was affixed on behalf of the Council in)
the presence of a Councillor and the Chief Executive)
Officer)



.....
Councillor

CR Jim MEMETI (MAYOR)

.....
Name of Councillor

.....
Chief Executive Officer

JOHN BENNIE - PSM

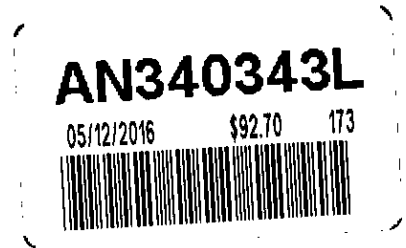
.....
Name of Chief Executive Officer

Form 21

Page 1 of 1

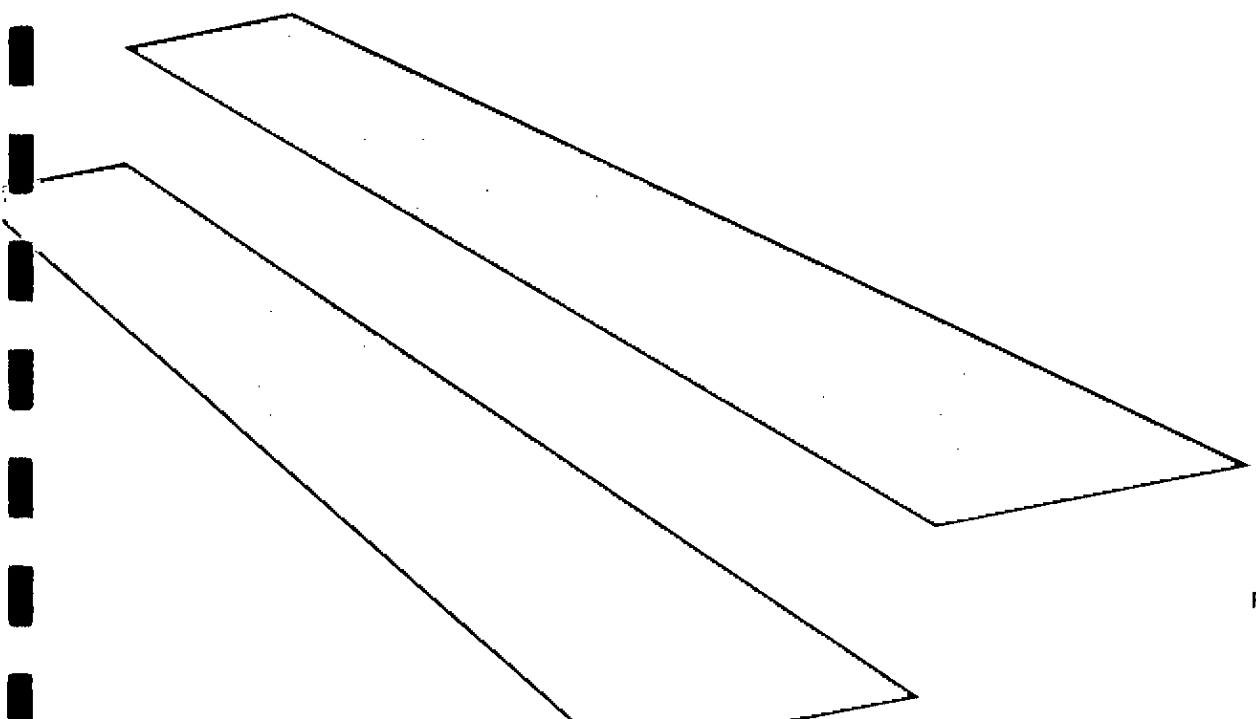
THE BACK OF THIS FORM MUST NOT BE USED

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



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT

175 Chapel Road, Keysborough





Agreement Under Section 173 of the Planning and Environment Act
175 Chapel Road, Keysborough



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05/12/2016 \$92.70 173



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Agreement Under Section 173 of the Planning and Environment Act
~~6 Theodore Avenue, Noble Park~~

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THIS AGREEMENT is made the *14th* day of *November* 2016

PARTIES

- + **Greater Dandenong City Council** of 225 Lonsdale Street, Dandenong, Victoria 3175 (**Council**)
- + The party or parties referred to in Item 1 (**Owner**)

BACKGROUND

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for the Development of the land into 45 dwellings, the staged Subdivision of the Land, the removal of native vegetation and the variation of an (E-1) easement.
- E. Prior to the issue of a Statement of Compliance for any stage of the Subdivision allowed under the Permit, Condition 6 of the Permit provides for the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Prior to the commencement of construction, Condition 7 of the Permit provides for the Owner to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- G. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Conditions 6 and 7 of the Permit; and
 - (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme.

GENERAL TERMS

1. Definitions

In this Agreement the following words have the following meanings unless the contrary intention appears:

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



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

Commencement Date means the date in Item 3;

Current Owner means the registered proprietor of the Land at the time of execution of this Agreement;

Development means the development of the Land in accordance with the Permit;

Endorsed Plans means the plans of the Land approved by Council to form part of the Permit;

Item means an item in the Schedule;

Land means the land described in Item 2;

Lot means a lot created upon registration of the Plan of Subdivision;

Owner means the person or persons referred to in Item 1, and entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

Owner's Corporation means any owner's corporation created on registration of the Plan of Subdivision in accordance with the *Owners Corporation Act 2006*;

Permit means Planning Permit Number PLN15/0275 issued on 14 July 2016 and any amended or subsequent permit thereto;

Planning Approval means any planning permit issued in accordance with the Act;

Planning Scheme means the Greater Dandenong City Council Planning Scheme and any other planning scheme which applies to the Land and includes any planning control in the form of or similar to a planning scheme;

Plan of Subdivision means the plan illustrating the subdivision of the Land in accordance with the Permit;

Schedule means the schedule forming part of this Agreement; and

Subsequent Owner means any owner or owners that become the registered proprietor of any Lot subsequent to the Current Owner; and

Termination Date means the date in Item 4.

2. Interpretation

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 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.
- 2.4 A reference to a permit includes a reference to that permit and all amendments to that permit.
- 2.5 If the Owner comprises more than one person, this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a law includes any law amending, consolidating or replacing it or any regulation made under that law.
- 2.7 All headings are for ease of reference only and are not to be taken into account in the construction or interpretation of this Agreement.
- 2.8 The recitals to this Agreement are and are taken to be part of this Agreement.
- 2.9 Any reference in this Agreement to the Council includes (where applicable) its agents, officers, employees, servants, workers and contractors.

3. Agreement Under Section 173 of the Act

The Council and the Owner agree that, without limiting or restricting their respective powers to enter into this Agreement and as far as it may be treated, this Agreement is made under section 173 of the Act.

4. Effect of Agreement

4.1 Commencement Date

This Agreement commences on the Commencement Date.

4.2 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or to advance (or both) the objectives of planning in Victoria and the objectives of the Planning Scheme and any matters incidental to those objectives.

4.3 Binding covenants

The obligations of the Owner under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.



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5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must, until such time as a memorandum of this Agreement is registered on the title to the Land, procure that the Owner's successors in title:

- (a) give effect to and do all acts and sign all documents which may be required for the Owner's successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement as if the Owner's successors were named as the Owner under this Agreement.

6. Covenants of the Owner

6.1 The Owner:

- (a) must ensure that waste generated from the Lots on the Land are serviced by a private contractor providing waste collection services in accordance with the waste management plan prepared by Waste Tech Services Pty Ltd and submitted to Council with the Permit application;
- (b) must ensure that all domestic, recyclable and green waste receptacles for Lots on which dwellings front private roads are placed along the common property laneway to each Lot on bin collection day;
- (c) consents and agrees that Council will levy each Subsequent Owner of a Lot to pay an annual levy for the ongoing maintenance of the parks and open spaces in the Development (the "Charge");
- (d) consents and agrees that the Charge will be an ongoing annual levy included on the rates notice of each Lot;
- (e) consents and agrees the Council may vary the Charge from time to time as necessary in accordance with the Councils usual method of adjustment, which at the time of executing this Agreement is a CPI adjustment;
- (f) consents and agrees that the Charge will be added to the rates notice of each Lot following the first rate collection period after the Current Owner has sold the Lot; and
- (g) consents and agrees that the late payment of the Charge will be treated in the same manner as the late payment of rates, and may incur interest or be noted as a charge on the Lot until paid in full;
- (h) must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessee, licensee or occupier of the Land;



Agreement Under Section 173 of the Planning and Environment Act
-6 Theodore Avenue, Noble Park-

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05/12/2016 \$92.70 173

- (i) warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;
- (j) warrants that no part of the Land is subject to any rights obtained by adverse possession or to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958* (Vic);
- (k) consents and agrees to Council making application to the Registrar of Titles to record this Agreement on the certificate of title to the Land in the register in accordance with Section 181 of the Act and to do all things necessary to enable the recording to be made in the register, including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator,
- (l) indemnifies and keeps indemnified Council against all costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement; and
- (m) must ensure that this agreement is recorded on each Lot title that may be created as a result of the registration of the Plan of Subdivision;

all to the satisfaction of Council.

6.2 The Current Owner:

- (a) must complete the parks and open spaces in accordance with the Landscape Plan specified in condition 2.3 of the Permit;
- (b) must ensure that the parks and opens spaces are maintained in accordance with condition 2.3.5 of the Permit, being for a period of 156 weeks from the date the Council has certified practical completion of these works.

all to the satisfaction of Council.

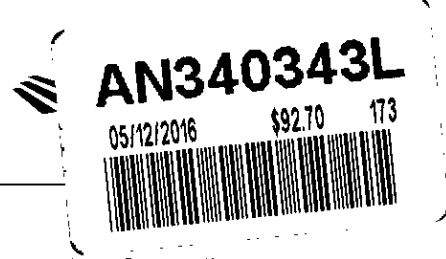
7. Costs

The Owner must pay, on demand, Council's costs and expenses (including legal and other consultants' expenses) of and incidental to:

- (a) the negotiation, preparation, execution, registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by clause 15;



Agreement Under Section 173 of the Planning and Environment Act
-6 Theodore Avenue, Noble Park-



- (b) the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and
- (c) any request by the Owner for Council's consent or approval under this Agreement.

8. Notices

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

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in Item 5 or Item 6 (as the case may be) or as subsequently notified to each party from time to time; or
- (c) by sending it by fax.

8.2 A notice or other communication is taken to be served:

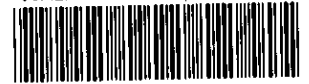
- (a) if personally delivered, on the next business day following delivery;
- (b) if posted, on the expiry of two business days after the date of posting; or
- (c) if sent by fax, at the time recorded by the fax machine of the party sending the transmission, provided that:
 - (i) the transmission is successful and has been transmitted in its entirety; and
 - (ii) if the time recorded is after 5.00pm, the time is taken to be 9.00am on the first business day following transmission.

9. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things as may be required by Council to give effect to the terms and conditions in this Agreement.

10. No Fettering of Council's Powers

The Owner acknowledges that this Agreement does not fetter, limit or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the grant of any Planning Approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.



11. 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 does not in any way amount to a waiver of any of the rights or remedies of Council under this Agreement.

12. Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

13. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

14. Governing Law

This Agreement takes effect, is governed by and to be construed in accordance with the laws from time to time in force in the State of Victoria.

15. Ending of Agreement

15.1 This agreement ends on the Termination Date.

15.2 As soon as reasonably practicable after this Agreement has ended Council may (but is not obliged) at the request and 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 in the register.

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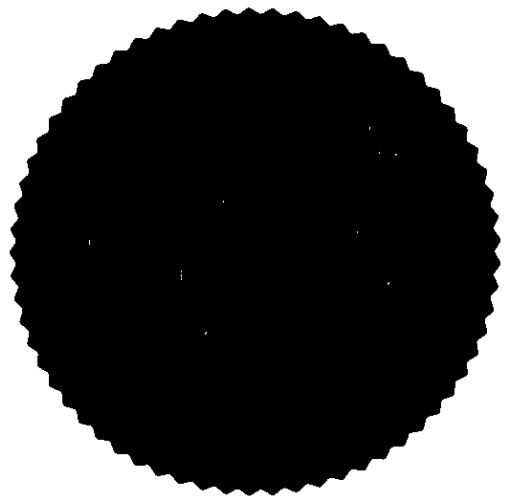
Agreement Under Section 173 of the Planning and Environment Act
6 Theodore Avenue, Noble Park

AN340343L



EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the GREATER)
DANDENONG CITY COUNCIL was affixed on)
behalf of the Council in the presence of a)
Councillor and the Chief Executive Officer)



[Handwritten Signature]
.....
Councillor

CR JIM MEMETI
.....
Name of Councillor

[Handwritten Signature]
.....
Chief Executive Officer

JOHN BENNIE - PSM
.....
Name of Chief Executive Officer

SIGNED SEALED AND DELIVERED by
GIUSEPPE ANASTASIO in the presence
of:

[Handwritten Signature]
.....
GIUSEPPE ANASTASIO

[Handwritten Signature]
.....
Signature of Witness

VINCE MAURO
.....
Name of Witness

SIGNED SEALED AND DELIVERED by
GIUSEPPINA ANASTASIO in the
presence of:

[Handwritten Signature]
.....
GIUSEPPINA ANASTASIO

[Handwritten Signature]
.....
Signature of Witness

VINCE MAURO
.....
Name of Witness



Agreement Under Section 173 of the Planning and Environment Act
~~6 Theodore Avenue, Noble Park~~

AN340343L

05/12/2016 \$92.70 173

SCHEDULE

Item 1 Owner	Giuseppe Anastasio and Giuseppina Anastasio
Item 2 Land	175 Chapel Road, Keysborough, Victoria 3173 being the whole of the land in Certificate of Title Volume 08588 Folio 521. Any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
Item 3 Commencement Date	The date of this Agreement
Item 4 Termination Date	The date on which Council provides written notice to the Owner that all the requirements of this Agreement have been fulfilled
Item 5 Address of Council	225 Lonsdale Street, Dandenong, Victoria 3175
Item 6 Address of Owner	Both of 71 Ormond Road, Clayton, Victoria, 3168



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS747974P**

The land in PS747974P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 15 - 32.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC039271Y 10/05/2018

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC039273U 10/05/2018

Additional Owners Corporation Information:

OC039271Y 10/05/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS747974P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Total	1800.00	1800.00

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

Statement End.



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 01/04/2026 12:13:49 PM

OWNERS CORPORATION 2
PLAN NO. PS747974P

The land in PS747974P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 33 - 59.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE G07 12-14 CATO STREET HAWTHORN EAST VIC 3123

OC039272W 10/05/2018

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC039274S 10/05/2018

Additional Owners Corporation Information:

OC039272W 10/05/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 2
PLAN NO. PS747974P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Total	2700.00	2700.00

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

Statement End.

Created at 01 April 2026 12:39 PM

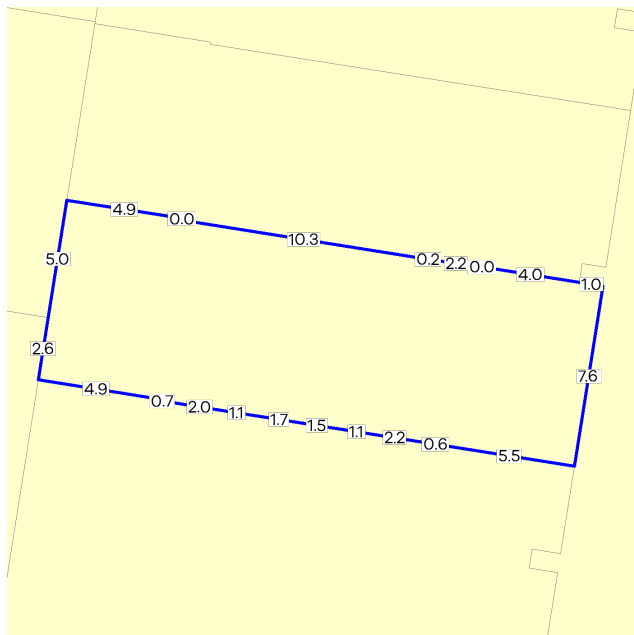
PROPERTY DETAILS

Address: **6 GRASSLANDS LOOP KEYSBOROUGH 3173**
Lot and Plan Number: **Lot 35 PS747974**
Standard Parcel Identifier (SPI): **35\PS747974**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **503850**
Directory Reference: **Melway 94 B1**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 172 sq. m

Perimeter: 61 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.

10 overlapping dimension labels are not being displayed

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: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 01 April 2026 12:39 PM

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www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

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STATE ELECTORATES

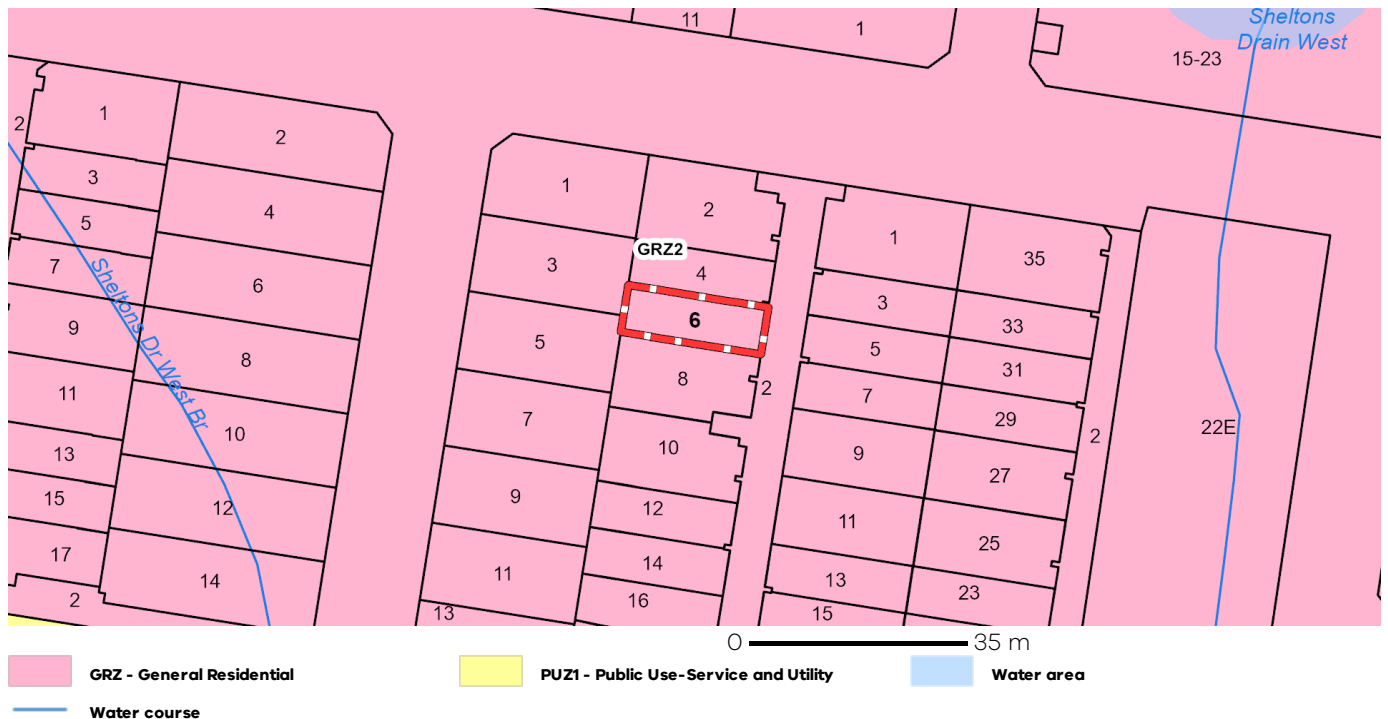
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MORDIALLOC**
 Registered Aboriginal Party: **Bunurong Land Council
 Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 31 March 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

32.08

31/03/2025
VC267

GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

Purpose

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

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1

27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2

14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

GREATER DANDENONG PLANNING SCHEME

Use	Condition
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.

GREATER DANDENONG PLANNING SCHEME

Use	Condition
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.08-3
16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

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

Minimum garden area requirement

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

Clause 56 requirement

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

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

Class of subdivision	Objectives and standards to be met
60 or more lots	All except clause 56.03-5.
16 – 59 lots	All except clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except clauses 56.02-1, 56.03-1 to 56.03-4, 56.03-5 (unless the land is in the Neighbourhood Character Overlay), 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5 (only if the land is in the Neighbourhood Character Overlay), 56.04-2, 56.04-5, 56.06-8 and 56.07-4.

VicSmart applications

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

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02
Subdivide land into two lots if: <ul style="list-style-type: none"> ▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. 	Clause 59.02

Class of application	Provision
<ul style="list-style-type: none"> ▪ Each lot will contain either: <ul style="list-style-type: none"> – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit. 	

Subdivide land into two lots for residential development if:	Clause 59.11
<ul style="list-style-type: none"> ▪ The subdivision creates at least one vacant lot. ▪ The land does not contain native vegetation if it has an area of 0.4 hectares or more. ▪ The land is not located in an Environmental Audit Overlay, Neighbourhood Character Overlay or an area that is a designated bushfire prone area as determined under section 192A of the <i>Building Act 1993</i>. 	

32.08-4
14/12/2023
VC253

Construction or extension of a dwelling, small second dwelling or residential building

Minimum garden area requirement

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5
08/09/2025
VC282

Construction and extension of one dwelling on a lot

Permit requirement

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

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in clause 54.02-7.

GREATER DANDENONG PLANNING SCHEME

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

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

Class of application	Provision
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54: <ul style="list-style-type: none">▪ clause 54.02-1 Street setback.▪ clause 54.02-2 Building height.▪ clause 54.02-3 Side and rear setbacks.▪ clause 54.02-4 Walls on boundaries.▪ clause 54.02-5 Site coverage▪ clause 54.02-6 Tree canopy.▪ clause 54.02-7 Front fences.▪ clause 54.04-1 Daylight to existing windows.▪ clause 54.04-2 Existing north-facing windows.▪ clause 54.04-3 Overshadowing secluded open space.▪ clause 54.04-4 Overlooking.▪ clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 54
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

Transitional provisions

Clauses 32.08-5, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-6
08/09/2025
VC282

Construction and extension of a small second dwelling on a lot

Permit requirement

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

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

Class of application	Provision
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ clause 54.02-1 Street setback. ▪ clause 54.02-2 Building height. ▪ clause 54.02-3 Side and rear setbacks. ▪ clause 54.02-4 Walls on boundaries. ▪ clause 54.02-5 Site coverage. ▪ clause 54.02-6 Tree canopy. ▪ clause 54.02-8 Building setback for small second dwellings. ▪ clause 54.03-5 Safety and accessibility for small second dwellings. ▪ clause 54.04-1 Daylight to existing windows. ▪ clause 54.04-2 Existing north-facing windows. ▪ clause 54.04-3 Overshadowing secluded open space. ▪ clause 54.04-4 Overlooking. ▪ clause 54.05-2 Overshadowing domestic solar energy systems. <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 54

Transitional provisions

Clauses 32.08-6, 54 and 59.14 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-7
16/10/2025
VC288

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

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

GREATER DANDENONG PLANNING SCHEME

- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

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

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

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

Class of application	Provision
<p>Construct one dwelling if there is no more than one dwelling existing on a lot, extend a dwelling if there are two dwellings on a lot, or construct two dwellings on a lot, if the development meets the following standards of clause 55:</p> <ul style="list-style-type: none"> ▪ clause 55.02-1 Street setback ▪ clause 55.02-2 Building height ▪ clause 55.02-3 Side and rear setbacks ▪ clause 55.02-4 Walls on boundaries ▪ clause 55.02-5 Site coverage ▪ clause 55.02-6 Access ▪ clause 55.02-7 Tree canopy ▪ clause 55.02-8 Front fences ▪ clause 55.04-1 Daylight to existing windows ▪ clause 55.04-2 Existing north-facing windows ▪ clause 55.04-3 Overshadowing secluded open space ▪ clause 55.04-4 Overlooking ▪ clause 55.05-2 Overshadowing domestic solar energy systems <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the clause 55 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 55</p>
<p>Construct or extend a front fence within 3 metres of a street if the fence is associated with two or more dwellings on a lot or a residential building.</p>	<p>Clause 59.03</p>

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

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

Clause 58 does not apply to:

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

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

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

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

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

32.08-8
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A2-1, A2-5, A2-7 and A3-2 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-9
14/12/2023
VC253

Residential aged care facility

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-10
08/09/2025
VC282

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

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

Class of application	Provision
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – clause 54.02-3 Side and rear setbacks. – clause 54.02-4 Walls on boundaries. – clause 54.04-1 Daylight to existing windows. – clause 54.04-2 Existing north-facing windows. – clause 54.04-3 Overshadowing secluded open space. – clause 54.04-4 Overlooking. – clause 54.05-2 Overshadowing domestic solar energy systems. <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

Transitional provisions

Clauses 32.08-10, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

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

32.08-11
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-13

08/09/2025
VC282

Exemption from notice and review

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Construction and extension of one dwelling on a lot

An application under clause 32.08-5 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-7, 54.04 and 54.05-2 are met.

Construction and extension of a small second dwelling on a lot

An application under clause 32.08-6 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clauses 54.02-1, 54.02-2, 54.02-3, 54.02-4, 54.02-5, 54.02-6, 54.02-8, 54.03-5, 54.04 and 54.05-2 are met.

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

An application under clause 32.08-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.08-14

31/03/2025
VC267

Decision guidelines

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

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-15
14/12/2023
VC253

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-16
14/12/2023
VC253

Transitional provisions

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

06/06/2022
C220gdan

SCHEDULE 2 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ2** .

DANDENONG SOUTH AND KEYSBOROUGH SOUTH

1.0
06/06/2022
C220gdan

Neighbourhood character objectives

To ensure the scale, built form and setbacks of residential development responds to the existing site circumstances by respecting the predominant built form, façade and street patterns.

To provide appropriate front, side and rear setbacks, garden areas and private open space to allow for substantial high quality landscaping and canopy trees to protect the amenity of adjoining properties and to create a landscape character.

To maximise the opportunities to create high quality landscaping, through minimal paving and hard surfaces within front setbacks.

To ensure vehicle accessways and storage facilities do not visually dominate the streetscape.

To ensure that residential development achieves high quality useable private open space outcomes for future residents, including the provision of secluded private open space at the side or rear of each dwelling.

2.0
26/04/2024
VC252

Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement

Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?

No

3.0
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A2-1	None specified.
	B2-1	None specified.
Site coverage	A2-5	None specified.
	B2-5	None specified.
Private open space	A3-2	None specified.
	B3-5	None specified.
Front fence height	A2-7 and B2-8	Maximum 1.5 metre height in streets in a Transport Zone 2. Maximum 1.2 metre height for other streets.

4.0
26/04/2024
VC252

Maximum building height requirement for a dwelling, small second dwelling or residential building

None specified.

5.0
26/04/2024
VC252

Application requirements

The following application requirements apply to an application for a permit under Clause 32.08, in addition to those specified in Clause 32.08 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- A Traffic and Transport Report detailing, but not limited to:
 - An assessment of the traffic generation and potential effects that the proposed development may have on the surrounding road network;
 - A plan showing existing traffic and junction conditions; mitigation treatments; pedestrian network including access routes to public transport.
- A Waste and Recycling Site Assessment and Plan showing, but not limited to:
 - On-site waste and recycling storage location and dimensions;
 - Waste and recycling collection location and dimensions; and
 - Details of waste and recycling maintenance and management.
- A Landscape Plan showing, but not limited to:
 - vegetation to be retained, both on-site and adjacent to the site;
 - location of new planting and proposed species, and
 - details of landscape maintenance and management, including water sensitive design principles.
- A schedule of all building materials and finishes, including colours, to the satisfaction of the responsible authority.

6.0
26/04/2024
VC252

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 32.08, in addition to those specified in Clause 32.08 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- Whether the development might adversely impact on an item of heritage significance; and
- Whether the development respects the neighbourhood character of the area.

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

**Owners Corporation 2 on Plan of Subdivision No. 747974P
175 Chapel Road, Keysborough VIC 3173**

This certificate is issued for: Owners Corporation 2 Plan No. PS747974P
Lot 35/175 Chapel Road, Keysborough VIC 3173

The postal address is: 6 Grasslands Loop, Keysborough VIC 3173

Applicant for certificate: Harkanwar Singh

Delivery address for certificate: Via email: marwaha009@gmail.com

IMPORTANT:

The information in this certificate is issued on 09/04/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

(a) The current annual fees for the financial year 01/05/25 to 30/04/26 for the above lot are **\$2,351.20** payable quarterly in advance.

Due Date	Levy Description	TOTAL DUE	STATUS
01/05/25	Quarterly Levy 01/05/25 to 31/07/25	\$555.56	Paid
01/08/25	Quarterly Levy 01/08/25 to 31/10/25	\$555.56	Paid
01/11/25	Quarterly Levy 01/11/25 to 31/01/26	\$587.80	Paid
01/11/25	Levy adjustment as per AGM #1	\$32.24	Paid
01/02/26	Quarterly Levy 01/02/26 to 30/04/26	\$587.80	Paid
01/02/26	Levy adjustment as per AGM #2	\$32.24	Paid

(b) **The date up to which the fees for the lot have been paid:**
30/04/26.

(c) **The total of any unpaid fees or charges (including debt recovery cost) for the lot is:**
Nil.

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

(e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**
None known to the Manager as at the date of this certificate.

(f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.

(g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.

(h) **The total funds held by the Owners Corporation as at 09/04/2026 are:**
Please refer to attached Balance Sheet.

(i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
None known to the Manager as at the date of this certificate.

(j) **Are there any current contracts, leases, licences or agreements affecting the common property?**
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.

(k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
- At the Inaugural General Meeting held 11/05/18, it was resolved by Special Resolution pursuant to Section 12(1)(a)(b) of the *Owners Corporations Act 2006* that the Owners Corporation will arrange the maintenance, repair and replacement of all lawns, vegetation, plants and trees at the front entry facade of each Lot to ensure a consistent standard of landscaping with the landscaping of the Common Property and that the cost of this provision of service to Members and Occupiers be included in the annual Administrative Fund budget.

(l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**
None known to the Manager as at the date of this certificate.

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

None known to the Manager as at the date of this certificate.

(n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**

The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)

PO Box 2228, Hawthorn, VIC 3122

Phone: 03 9818 2488

Email: info@mocs.com.au

(o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**

The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) **Documents required to be attached to the Owners Corporation Certificate are:**

- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Certificate of Currency;
- A copy of the Owners Corporation Balance Sheet;
- A copy of the Special Rules of the Owners Corporation.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 09/04/2026



.....
On behalf of Owners Corporation 2 on Plan of Subdivision No. 747974P

Jan Klimes

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an Owners Corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

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

Balance Sheet - Group

As at 09/04/2026

Owners Corporation 2 Plan No. PS747974P

Grasslands Loop, 175 Chapel Road, Keysborough
 VIC 3173

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(789.98)
Owners Equity--Admin	5,328.93
	4,538.95
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
	0.00
Net owners' funds	\$4,538.95
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	8,837.09
	8,837.09
Maintenance Fund	
	0.00
Unallocated Money	
Cash at bank--Unallocated	277.59
	277.59
<i>Total assets</i>	9,114.68
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	4,298.14
	4,298.14
Maintenance Fund	
	0.00
Unallocated Money	
Prepaid Levies--Unallocated	277.59
	277.59
<i>Total liabilities</i>	4,575.73
Net assets	\$4,538.95

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-022506

Policy Class: Axis Residential Strata Insurance Policy

Insured: OC 747974P (OC2)

Interested Party:

Interest Insured:

Location: 175 Chapel Street
KEYSBOROUGH

State: VIC

Postcode: 3173

Inception Date: 4:00pm on 17th April 2025

Expiry Date: 4:00pm on 17th April 2026

Sums Insured:	1. Buildings	\$	12,362,400
	Common Contents	\$	123,624
	Loss of Rent	\$	1,854,360
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	15%	Insured
	Option Cover: Flood		Not Insured
	2. Public or Legal Liability	\$	20,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	1,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 15 May 2025



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION NO. 2 ON PLAN NO. PS747974P2

GRASSLANDS LOOP, 175 CHAPEL ROAD, KEYSBOROUGH VIC 3173

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of the Owners Corporation was held on:

Date: Thursday, 12th June 2025

Time: 6:00 PM

Venue: Via Zoom conference

PRESENT: Lot 41 (Unit 18) Sharafath (Shaz) Lebbe
Lot 43 (Unit 3) Oshin Abeyegunawardene
Lot 50 (Unit 17) Shirley Anthony
Lot 53 (Unit 31) Virandi Wettewa
Lot 54 (Unit 29) Rangana Abeysuriya Gunasekara

APOLOGIES: Lot 37 (Unit 10) Kassie Lu

IN ATTENDANCE: Jan Klimes – Owner Corporation Manager, MOCS
Janet Leung – Assistant Owner Corporation Manager, MOCS

- 1. QUORUM:** As 5 of the 27 lots forming Owners Corporation 2 on Plan No. PS747974P2 were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting would proceed with all decisions being “interim decisions”. The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).
- 2. CHAIRPERSON:** It was Resolved:

To appoint Jan Klimes to chair the meeting.
- 3. MINUTES:** It was Resolved:

That the minutes of the previous Annual General Meeting held on 30/11/2023 as attached to the Notice of Meeting be accepted.
- 4. INSURANCE:** It was Resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) For the manager to organise an insurance valuation for the replacement & reinstatement insurance policy, cost to be defrayed by the administrative fund.
- d) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was Resolved:

To accept the following report:

- a) Manager's Report

Note:

- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan

6. FINANCIAL REPORTS: It was Resolved:

That the financial statements for the period 01/05/2023 to 30/04/2024 as attached to the Notice of Meeting be accepted.

That the financial statements for the period 01/05/2024 to 30/04/2025 as attached to the Notice of Meeting be accepted.

Note: Any queries regarding the Financial Reports, please forward to the manager in writing at least 72 hours prior to the meeting.

7. BUDGET & CONTRIBUTIONS:

It was Resolved:

- a) That the proposed Administration Fund Budget for the period 01/05/2025 to 30/04/2026, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$63,482.00 per annum to commence on 01/05/2025.
- c) That the Administration Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st May, 1st August, 1st November and 1st February of each year.

That an adjustment levy totaling \$1,740.75 be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative Fund levy contributions for the period 01/05/2025 to 30/04/2026. The adjustment levy is due and payable over two installments on 01/11/2025 and 01/02/2026.

8. ARREARS & PENALTY INTEREST: It was Resolved:

- a) That Owners Corporation 2 on Plan No. PS747974P2 continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 2 on Plan No. PS747974P2 arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 2 on Plan No. PS747974P2 delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

9. APPOINTMENT OF COMMITTEE:

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting more than 10 lots may elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member.

A Committee Nomination form is enclosed with this Notice of Meeting. Lot Owners wishing to nominate as Members of the Committee of Owners Corporation 2 are required to complete this form and return it to the Manager 24 hours before the meeting.

It was Resolved:

- a) That the following persons be elected to the Committee for Owners Corporation 2 on Plan No. PS747974P2.

Lot 41 (Unit 18) Sharafath (Shaz) Lebbe

Lot 43 (Unit 3) Oshin Abeyegunawardene

Lot 50 (Unit 17) Shirley Anthony

Lot 54 (Unit 29) Rangana Abeysuriya Gunasekara

- b) That Lot 43 (Unit 3) Oshin Abeyegunawardene be elected as Chairperson of Owners Corporation 2 on Plan No. PS747974P2.

- c) That Melbourne Owners Corporation Services Pty be elected as Secretary of Owners Corporation 2 on Plan No. PS747974P2.

10. INSTRUMENT OF DELEGATION:

It was Resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee/Chairperson to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

11. ESSENTIAL SAFETY:

Note: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate

Australian Standards.

12. GENERAL BUSINESS:

a) Window cleaning

It was resolved that window cleaning will not be required in the upcoming year. MOCS will obtain a quote for reference in future considerations.

b) Traffic mirror, caution zone and speed signals

MOCS will work with Anytime Towing for the arrangements.

13. CLOSE OF MEETING:

There being no further business, the meeting closed at 6:43 PM.

**SPECIAL RULES OF THE
OWNERS CORPORATION**

OWNERS CORPORATION 2 ON PLAN NO. PS747974P/S2

**'SEASONS TOWNHOMES'
175 CHAPEL STREET, KEYSBOROUGH**

In these Rules:

- if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- if it is not possible to read down a provision as required in these Rules, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

1. HEALTH, SAFETY AND SECURITY

1.1 Health, safety and security of lot owners, occupiers of lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1.2.1 Except with the approval in writing of the Owners Corporation, a Lot Owner must not use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

1.2.2 This Rule does not apply to:

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

A Lot Owner must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots. Refuse bins must not be placed at the front of the lot other than on the day it is cleared. Bins must be retrieved promptly after refuse clearance and must be placed out of view from the public.

2. USE OF COMMON PROPERTY

2.1 Use of Common Property

2.1.1 A Lot Owner must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

2.2.2 A Lot Owner must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.

2.2.3 A Lot Owner must not

- (a) do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Lot Owners;
- (b) do or permit anything which might cause structural damage to the Common Property;
- (c) interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- (d) interfere with any personal property vested in the Owners Corporation;
- (e) park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property;
- (f) paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation;
- (g) when on Common Property (or if on any part of a lot so as to be visible from another lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the Common Property;

- (h) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Lot Owner or person lawfully using the Common Property;
- (i) disregard any requirements made by the Owners Corporation relating to the use of access upon roadways created within the Common Property;
- (j) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- (k) permit any drying or airing facilities to be kept, maintained or placed on any part of the Common Property or the lot where it would be visible from any part of the Common Property, road or street;
- (l) store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation; and
- (m) obstruct the lawful use of the Common Property by any person.

2.2 Damage to Common Property

- 2.2.1 A Lot Owner must not damage or deface the Common Property or a structure that forms part of the Common Property.
- 2.2.2 The Lot Owner must promptly notify the Owners Corporation or the Manager on becoming aware of any damage or defect in the Common Property or any personal property vested in the Owners Corporation.
- 2.2.3 The Lot Owner must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that owner or occupier or their respective tenants, licensees or guests.

3 LOTS

3.1 A Lot Owner must not:

- (a) create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the owner of another lot, or any person lawfully using the Common Property;
- (b) do or permit anything on a lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- (c) without the prior written consent of the Owners Corporation, maintain inside a lot anything visible from outside a lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their lot;
- (d) carry out or cause to be carried out on a lot, road or any other land in the vicinity of a lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view.

3.2 Each Lot Owner must:

- (a) maintain their lot and must ensure that their lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Lot Owners; and
- (b) comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any Governmental Authority.

3.3 Signs, blinds and awnings

3.3.1 All blinds, shades, awnings, window ventilators and other decorative fittings and fixtures installed in the Owner's lot and visible from outside the lot must conform to the requirements and standards prescribed by the Owners Corporation from time to time.

- (a) The Lot Owner must not affix or fit any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures to the exterior of their lot.
- (b) Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the lot must be white or off white and no other colour whatsoever.
- (c) The Lot Owner must not, without the prior written consent of the Owners Corporation permit the:
 - (a) installation or erection of any signs whatsoever (including banners and boards and whether affixed to any walls or free standing); or
 - (b) painting or inscribing of any signs or notices or other forms of advertisements whatsoever to or on the Owner's lot or the Common Property.

3.4 Screens

- (a) A Lot Owner or person authorised by a Lot Owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the buildings constructed within Townhouse precinct.
- (b) The Lot Owner must keep any device, screen or barrier installed in good order and repair.

3.5 Appearance

Without limiting any other of these Rules, a Lot Owner must not, without prior written consent of the Owners Corporation:

- (a) maintain inside the lot anything visible from outside the lot that is not in keeping with the rest of the Townhouse Precinct;
- (b) install bars or grilles to the exterior of any windows or doors of a lot;
- (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another lot or another part of the Townhouse Precinct;
- (d) attach to or hang from the exterior of the lot any aerial or any security device or wires;
- (e) allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (f) install any external wireless, television aerial, sky dish receiver, satellite dish (exceeding 1.5 metres in size) or receiver or any other apparatus that can be viewed from the street frontage of the Building;
- (g) install any air conditioning unit in a lot visible from another lot or from Common Property;
- (h) install any pipes, wiring, cables or the like to the external face of the Building visible from another Lot or from Common Property; and

- (i) place any washing, towel or other article so as to be visible from the Common Property or outside the Building.

3.6 Painting and finishings

A Lot Owner must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property without the prior approval of the Owners Corporation.

3.7 Structural changes

3.7.1 A Lot Owner must not do anything or permit anything to be done on or in relation to that lot or the Common Property so that:

- (a) the structural integrity of any part of the Common Property is impaired;
- (b) the provision of services through the Lot or Common Property is interfered with; or
- (c) any support or shelter provided by that lot or the Common Property for any other lot or the Common Property is interfered with.

3.7.2 A Lot Owner must not undertake any building works within or about or relating to a Lot unless:

- (a) all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the Manager;
- (b) such works are undertaken strictly in accordance with those permits, approvals and consents referred to in Rule 3.7.20; and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.

3.7.3 A Lot Owner must not proceed with any such works until the Lot Owner:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Lot Owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Townhouse Precinct;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and will cooperate with the Owners Corporation so that the Owners Corporation is reasonably satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the Townhouse Precinct and do not endanger the Townhouse Precinct or the lot and are compatible with the overall services to the Townhouse Precinct;
- (c) receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Owners Corporation approval (but excluding any internal Owners Corporation costs) must be paid by the Lot Owner; and
- (d) if required, pays the costs of any external consultants engaged as a result of assessing approval referred to in Rule 3.7.3(c) to the Owners Corporation.

- 3.7.4 The Lot Owner must ensure that the Lot Owner and the Lot Owner's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of Common Property and on-site management and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 3.7.5 Without limiting the generality of Rules 3.7.3 and 3.7.4, the Lot Owner must ensure that the Lot Owner and its servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored in the front of the lot;
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building for a period exceeding the number of days approved in writing by the Owners Corporation (acting reasonably);
 - (c) construction work times must comply with any requirement of Council;
 - (d) the exterior and Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
 - (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.
- 3.7.6 Before any of the Lot Owner's works commence the Lot Owner must:
- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- 3.7.7 Access shall not be available to other lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Owner of the relevant lot or of the Owners Corporation in the case of Common Property.
- 3.7.8 The Lot Owner will within 7 days make good all damage to and dirtying of the Building, the Common Property or the services or therein which are caused by such works and, if the Lot Owner fails to immediately do so, the Owners Corporation may in its absolute discretion (or if the Lot Owner fails to do so within a reasonable period of time must) make good the damage and dirtying and in that event the Lot Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

3.8 Fire safety

- 3.8.1 A Lot Owner must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 3.8.2 A Lot Owner must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 3.8.3 The Lot Owner must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

3.8.4 The Lot Owner must not breach fire regulations by installing deadlocks or peepholes that would void the Owners Corporation insurance policy.

3.9 Insurance

A Lot Owner must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

3.10 Cleanliness and good repair

A Lot Owner must keep its Lot clean and in good repair.

3.11 Vehicles and bicycles

3.11.1 A Lot Owner must not park or leave a vehicle on Common Property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

3.11.2 A Lot Owner must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the driveway or other part of the Common Property after due notice has been served.

3.11.3 A Lot Owner must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles.

3.11.4 A Lot Owner must not:

- (a) park within a space allocated for visitor parking; or
- (b) permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than a lot in the same Owners Corporation.

3.11.5 A Lot Owner must not:

- (a) park, cause or permit to be parked an caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time onto or throughout the Common Property or on any lot or within the vicinity of a lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street;
- (b) obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development by any Lot Owner, the tenants, guests, servants, employees, agent, children, invitees, licensees of any owner or used by them for any purpose other than the reasonable access to and from their respective lots or the parking areas provided;
- (c) permit any occupation of a caravan on a lot; and
- (d) permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths without the consent of the Owners Corporation. The riding of bicycles on the roadways is permitted.

3.11.6 The Owners Corporation or the Manager has the power to:

- (a) impose a speed limit for driving on the Common Property;
- (b) impose reasonable restrictions on the use of Common Property, driveways and parking areas;
- (c) install speed humps and other traffic control devices on Common Property at the cost of the Owners Corporation; and
- (d) install signs in relation to parking to control driving on Common Property at the cost of the Owners Corporation.

3.11.7 The Lot Owner must not permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks.

4 BEHAVIOUR

- 4.1** A Lot Owner must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property.
- 4.2** The Lot Owner must not:
- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Lot Owner or occupier of another lot or of any person lawfully using Common Property;
 - (b) use or permit a Lot or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Lot Owner.
- 4.3** The duties and obligations imposed by these Rules upon a Lot Owner a Lot must be observed not only by the Lot Owner but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their lot (Invitees).
- 4.4** A Lot Owner must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Lot Owner or occupier of another Lot or of any person lawfully using the Common Property.
- 4.5** A Lot Owner is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 4.1, 4.2, 4.3 and 4.4.
- 4.6** Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

5 COMPLIANCE

5.1 Lot Owner's responsibilities

- (a) The Lot Owner must:
- (a) promptly notify the Owners Corporation or its Manager on becoming aware of any damage or defect in the Common Property or any personal Property vested in the Owners Corporation;
 - (b) compensate the Owners Corporation in respect of any damage to the Common Property or personal Property vested in the Owners Corporation caused by that Lot Owner or occupier or their respective tenants, licensees or guests; and

- (c) not grant any lease or licence of the lot, or any part of the lot, for less than 3 months without the prior written consent of the Owners Corporation.
- (b) A Lot Owner must take all reasonable steps to ensure that invitees of the resident comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the lot and the Building.
- (c) A Lot Owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these Rules.

5.2 Non compliance

- (a) If a Lot Owner has refused or failed to carry out repairs, maintenance or other works to the Owner's lot in breach of these Rules, the Lot Owner agrees that the Owners Corporation may serve the Lot Owner with a Notice requiring the Lot Owner to carry out the necessary repairs, maintenance or other works. If the Lot Owner does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Lot Owner must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.
- (b) The Owners Corporation may institute legal proceedings if a Lot Owner fails to comply with a Notice served under Rule (a) within 28 days after the service of the Notice, in a Court of competent jurisdiction to compel the Lot Owner to comply with these Rules.
- (c) The Lot Owner must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non-compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non-compliance which (until paid) are and will be a charge on the lot.
- (d) The Lot Owner must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Lot Owner's non-compliance with these Rules.

5.3 Charges and penalty interest

- (a) Where the Owners Corporation pursues enforcement of its Rules through the procedures prescribed by law, or where debt recovery action has incurred costs from third parties or where it expends money to make good damage caused by a breach of the Act, or of these Rules by any Lot Owner or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Lot Owner of the lot at the time when the breach occurred.
- (b) The Lot Owner must pay interest at the maximum rate prescribed by the Owners Corporations Act or any substitute legislation on outstanding fees and charges set under the Act, Regulations or the Rules until they are paid.
- (c) Any payments made for the purposes of these Rules will be appropriated first in payment of any interest on unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

5.4 Charges imposed on Members and Occupiers

- (a) Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- (b) The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

- (c) The Member or Occupier must pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- (d) Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

6 MAINTENANCE OF GARDENS (FRONT AND REAR)

- 6.1** The Owners Corporation will procure the maintenance, repair and replacement of all lawns, vegetation, plants and trees at the front entry of each Lot to ensure a consistent standard of landscaping with the landscaping of the Common Property.
 - (a) The Member or Occupier acknowledges and agrees that the Owners Corporation may (acting reasonably) appoint a contractor of its choice to carry out maintenance, repair and replacement of all lawns, vegetation, plants and trees at the front entry of each Lot;
 - (b) The Member or Occupier must permit the Owners Corporation (or its authorised contractor to access the front entry lawn/garden bed to maintain the area.
 - (c) The total cost for lawn and garden maintenance for each lot's front entry is to be included in the annual budget and fees for the Owners Corporation.
- 6.2** Lot Owners must maintain lawns, vegetation, plants and trees within the rear of their Lot (including internal gardens and landscaping) which are visible from the Common Property or another Lot to the same standard consistent with the front of each Lot's landscaping and the Common Property landscaping.
- 6.3** No lawn, garden, plants, trees, shrub, flower or other vegetation within the owner's Lot which is visible from outside the Lot, in particular, any perimeter trees, are to be removed, destroyed, damaged or lopped without the written consent of the Owners Corporation and the Council (if applicable). Lot Owners must promptly notify the Owners Corporation of any dead or diseased trees or shrubs.
- 6.4** The owner must not remove boundary trees without the consent of the neighbouring land that will be affected by the removal of those trees.

7 DEVELOPER

- 7.1** Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Lot Owner or is engaged in any action required to complete the Development or any mortgagee or chargee of the mortgagee of the Developer has an interest in any part of any lot these Rules will not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer their servant, agents and contractors their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete construction of the buildings and facilities comprised in the Plan or in Development.
- 7.2** The Developer (including the successors, assigns, mortgagee or chargee) will be and are by this Rule 7 in relation to the completion of the Development, authorised by the Owners Corporation to:
 - (a) erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the Development;

- (b) notwithstanding anything herein contained take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
- (c) exclude all and any Lot Owners or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
- (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
- (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit; and
- (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 7.3** Upon written request by the Developer or its mortgagee or chargee the Owners Corporation will sign whatever consents authorities permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.
- 7.4** A Lot Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 7 or contravene any right or relieve afforded to the Developer under this Rule 7.
- 7.5** A Lot Owner must comply with the terms of any agreement between the Developer and the Owners Corporation that is disclosed to the Lot Owner.
- 7.6** In exercising its rights under this Rule 7.6, the Developer must act honestly and in good faith and with due care and diligence in the interests of Owners Corporation and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine benefit of the Owners. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Lot Owners.

8 DISPUTE RESOLUTION

- 8.1** The grievance procedure set out in this Rule applies to disputes involving a Lot Owner, an occupier or the Owners Corporation.
- 8.2** The person making the complaint must prepare a written statement setting out the complaint and invite the other party or parties to a meeting.
- 8.3** If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 8.4** If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 8.5** The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 10 working days after the dispute comes to the attention of all the parties.
- 8.6** A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 8.7** If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.

- 8.8** This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

9 ENFORCEMENT OF DOMESTIC BUILDING CONTRACT

- 9.1** This Rule applies when the Initial Owner (which may include the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.
- 9.2** If the Initial Owner takes steps contemplated by Rule 9.1, the Initial Owner may:
- (a) make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;
 - (b) exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
 - (c) settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; and
 - (d) take any other enforcement action the Initial Owner considers appropriate in the circumstances.
- 9.3** A Lot Owner must not require the Initial Owner to take any further steps other than those listed in Rule 9.2.
- 9.4** The Lot Owners must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.
- 9.5** Where the Initial Owner has elected to enforce any Domestic Building Contract, a Lot Owner must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Developer to take remedial action, repair, rectify, alter or amend any component of the Common Property. Lot Owners must follow any safety instruction or procedure put in place to protect the safety of occupiers, workers, pedestrians, or the Building or Development. A Member or the Owners Corporation in general must not take any action to prevent any Domestic Building Contract being enforced by the Developer.

10 CONTACT

Each Lot Owner must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

11 RESTRICTIONS – TRADE OR BUSINESS

- 11.1** The Lot Owner must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.
- 11.2** If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- (a) the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
 - (b) any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

- (c) the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

12 DEFINITIONS

Common Property means any areas designated as Common Property in the Development.

Council means the City of Greater Dandenong.

Developer means 175 Chapel Rd Keysborough Pty Ltd / ACN: 609 636 231

Development means the development comprising the Land and improvements contained in the Plan and includes all the Lots and the Common Property and, and all the land, lots, Common Property and improvements contained in PS747974P/S2.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner means that the first registered proprietor of the Lot after registration of the plan of subdivision.

Land means all of the land in Plan of Subdivision PS747974P/S2.

Lot means a lot shown on Plan of Subdivision PS747974P/S2.

Lot Owner(s) means a member of the Owners Corporation and where the context requires includes an occupier of an Owner's Lot.

Manager means the Manager appointed from time to time by the Owners Corporation under section 119 of the *Owners Corporation Act 2006* (Vic).

Notice means a notice in writing issued by the Owners Corporation to a Lot Owner in accordance with these Rules.

Owners Corporation means Owners Corporation No. 2 on PS747974P / S2.

Rules means these owners corporation rules.



031-3173 (11214)

Harkanwar Singh
6 Grasslands Loop
KEYSBOROUGH VIC 3173

Rates Instalment Notice

1 July 2025 to 30 June 2026

Date Issued: 2nd February 2026

Property Number: 503850

Instalments

3 Instalment 3 \$3,363.67
Due by 28 February 2026

4 Instalment 4 \$402.82
Due by 31 May 2026

See over the page for payment options

Property Number: 503850

Property Description

6 Grasslands Loop
KEYSBOROUGH VIC 3173
Lot 35 PS 747974 Vol 11979 Fol 372

Instalment Details

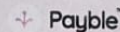
Overdue Instalment(s) & Interest (if applicable)	\$2,960.86
Instalment No. 3	\$402.81

TOTAL DUE	\$3,363.67
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Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.



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Late payments will be charged interest at the rate of 10.0% p.a.

See reverse for detailed information about late penalties.



*321 50385000000000



Have your next rate notice delivered to your email.

Sign up for EzyBill at <https://greaterdandenong.ezybill.com.au> or scan the QR code.



ezyBILL



*321 50385000000000

Property Address: 6 Grasslands Loop, KEYSBOROUGH VIC 3173

Ratepayer Name: Harkanwar Singh

Property Number: 503850

Total Due: \$3,363.67

For more information visit greaterdandenong.vic.gov.au



8571 1000



council@cgd.vic.gov.au

INSTANT CONVEYANCING SERVICES
 E-mail:
 arun@instantconveyancing.com.au

Statement for property:
 LOT 35 6 GRASSLANDS LOOP
 KEYSBOROUGH 3173
 35 PS 747974

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52G//11961/00002	13427	01 APRIL 2026	51818191

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>

TOTAL UNPAID BALANCE \$176.08

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
 GENERAL MANAGER
 CUSTOMER EXPERIENCE

South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

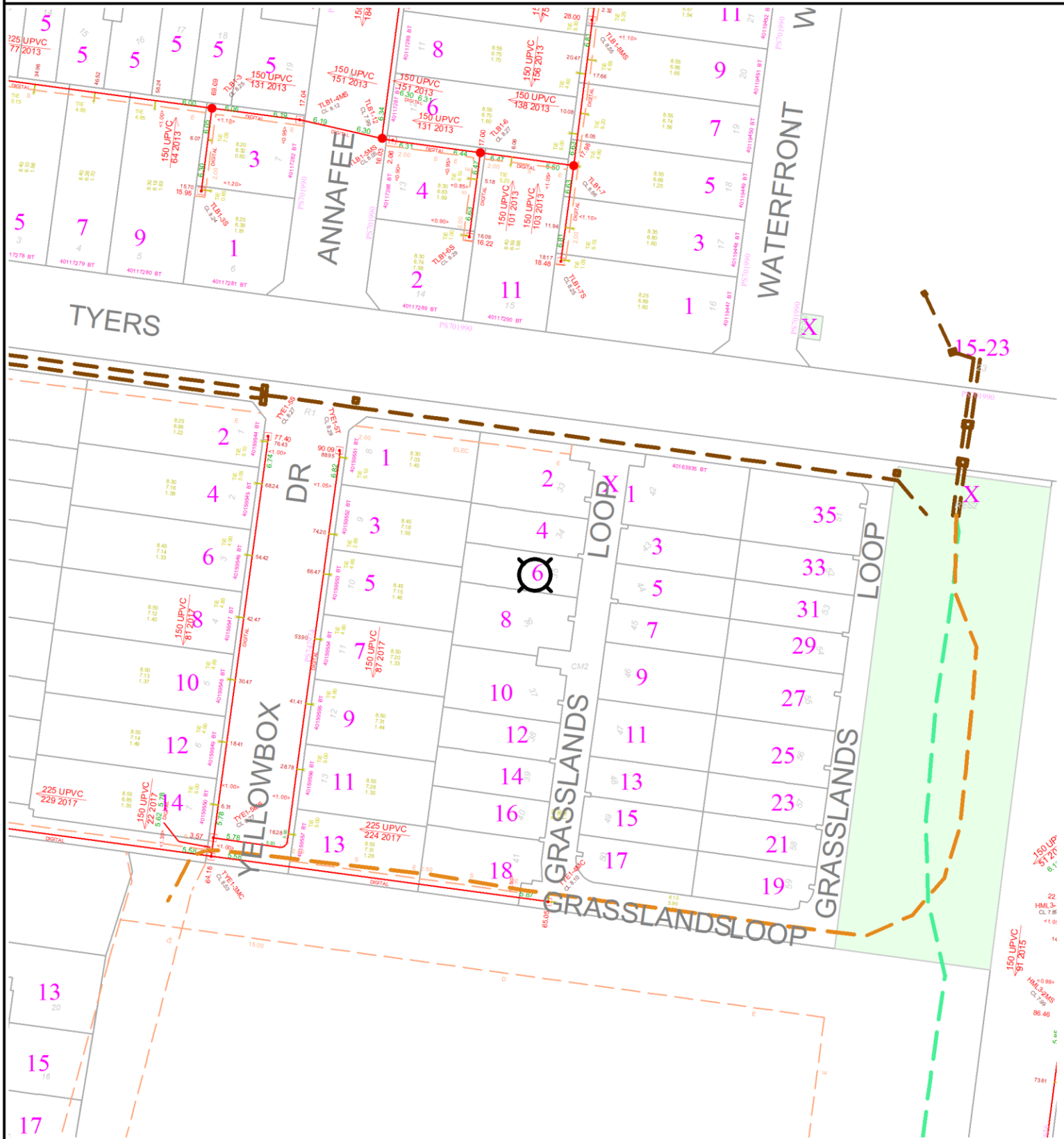
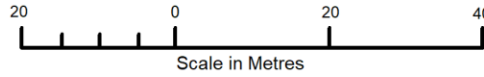
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

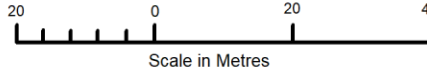
Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	Offset from Boundary	

Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

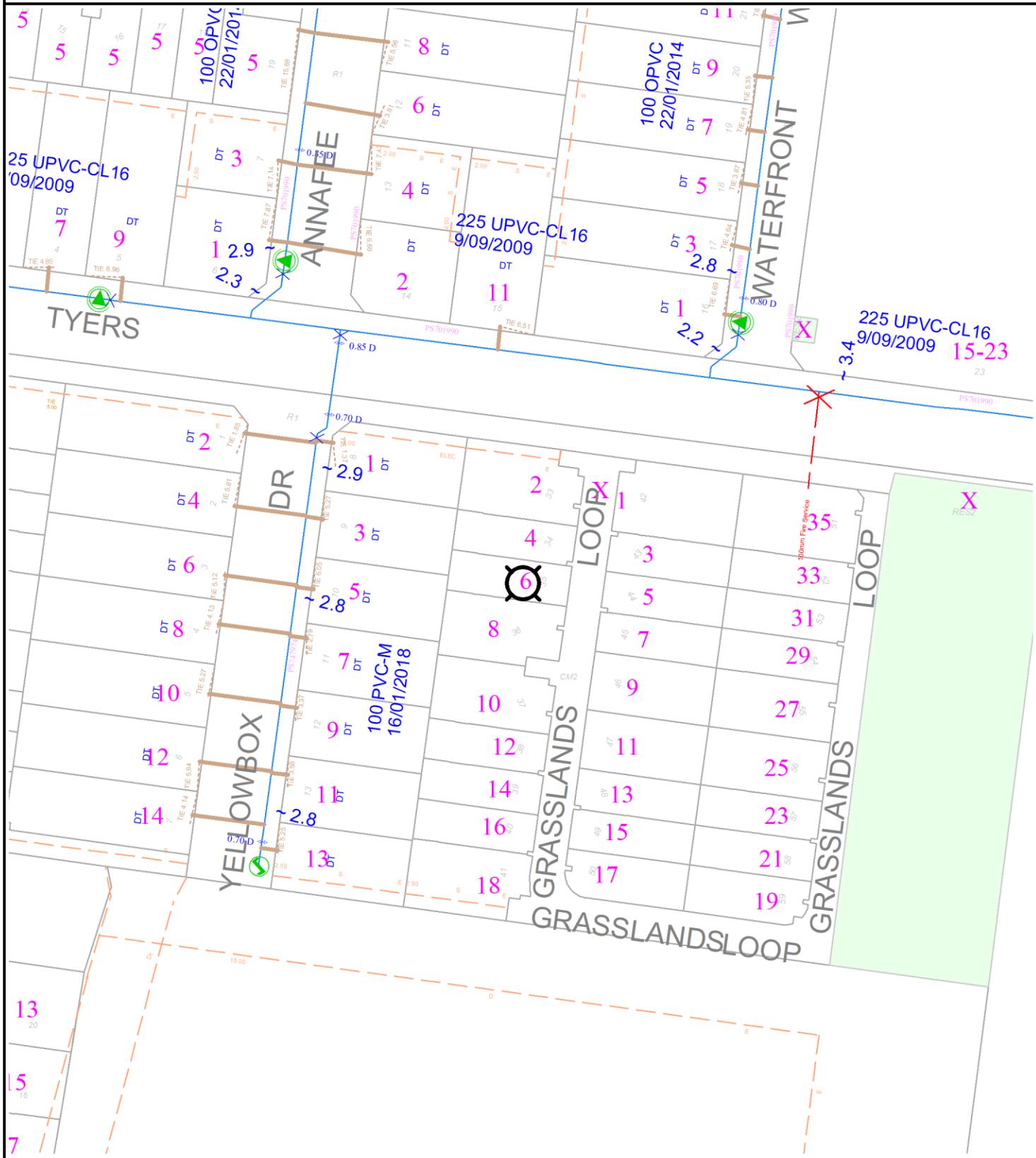


Property: Lot 35 6 GRASSLANDS LOOP KEYSBOROUGH 3173

Case Number: 51818191

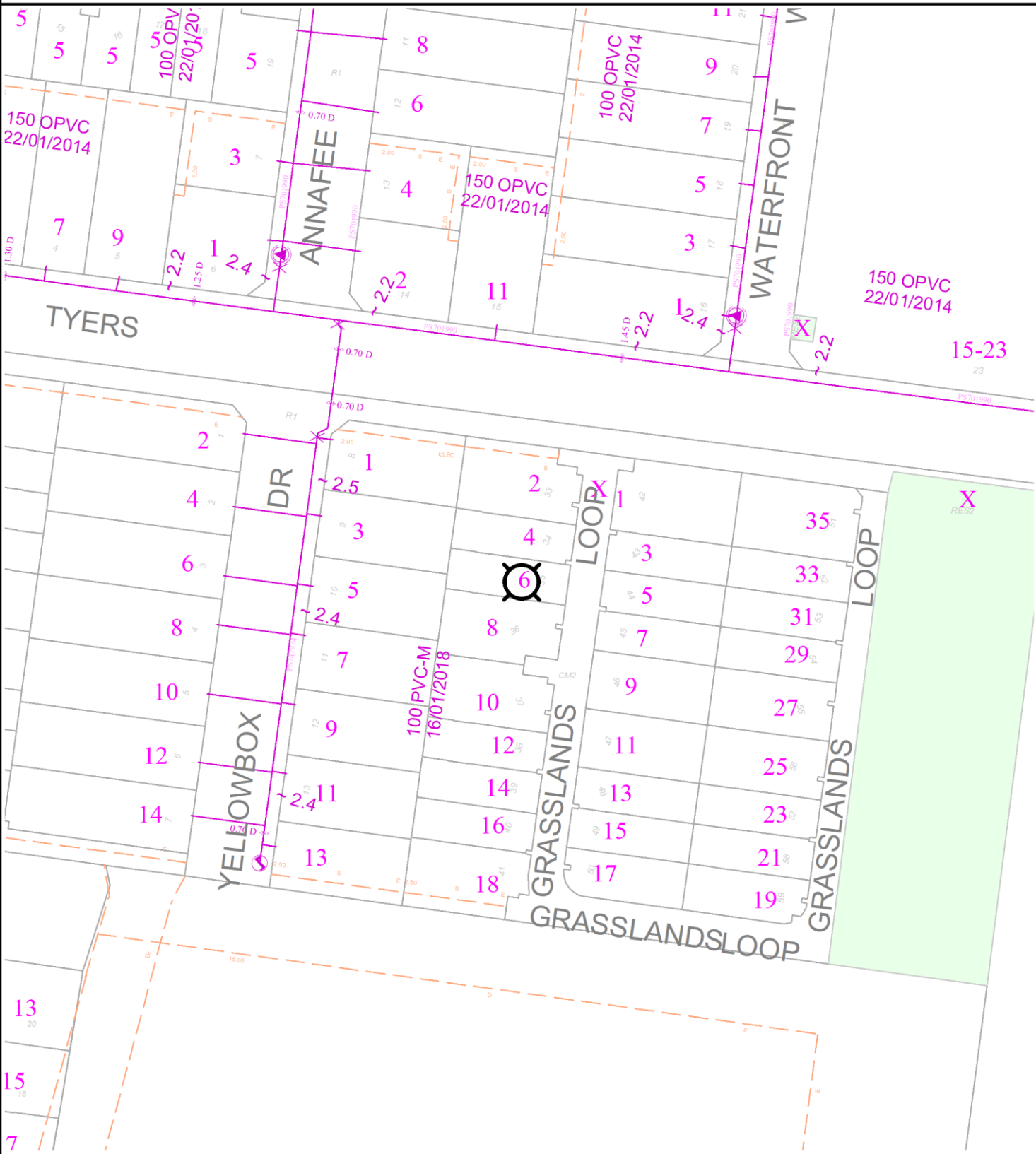
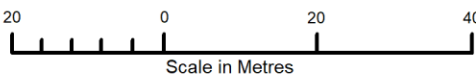


Date: 01APRIL2026



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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Recycled Water Main Valve
	Recycled Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



MR HARKANWAR SINGH
1 EDEN PLACE
GREENVALE VIC 3059

Our reference: 7159678161312

Phone: **13 28 66**

10 June 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello HARKANWAR,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411073438053
Vendor name	HARKANWAR SINGH
Clearance Certificate Period	7 June 2025 to 10 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
Tel: (03) 9939 6824
Fax: (03) 9478 7868
Ref: AD:ARUN.B:13427