

Contract of Sale of Land

Property:

11 Grandia Crescent, Keysborough VIC 3173

Tohme Lawyers

The Suites, Level 1
Suite 1, 30 English Street
ESSENDON FIELDS VIC 3041
Tel: (03) 9087 1790
Ref: ST:GR:26011

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Brandon Dennis O'Brien

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.4

Table of Contents

Particulars of Sale6

Special Conditions.....8

General Conditions.....5

Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate Blackburn
Address: 98 South Parade, Blackburn Vic 3130
Email: blackburn@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Ref: Anthony Molinaro

Vendor

Name: Brandon Dennis O'Brien
Address: 17 Sullivans Walk, Keysborough VIC 3173
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Tohme Lawyers
Address: The Suites, Level 1, Suite 1, 30 English Street, Essendon Fields VIC 3041
Email: conveyancing@tohmelawyers.com.au
Tel: (03) 9087 1790 Mob: Ref: 26011

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12346	Folio	519	66	PS 818671Q

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 11 Grandia Crescent, Keysborough VIC 3173

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special Conditions

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- each special condition is numbered;
- the parties initial each page containing special conditions;
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- attach additional pages if there is not enough space.

These special conditions form part of this contract. To the extent of any inconsistency, they take priority over the general conditions

1. GST WITHHOLDING – RESIDENTIAL PREMISES OR POTENTIAL RESIDENTIAL LAND

Notice is required to be given by the Vendor

☐ Yes ☒ No

Withholding payment is required to be made by the Purchaser ☐ Yes ☒ No	
☒ No withholding payment for residential premises because	☐ No withholding payment for potential residential land because
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the buyer is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	

2. ACKNOWLEDGEMENT

2.1 Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other documents relating to this sale, the purchaser received a section 32 statement for the property.

2.2 Estate Agents Act

- (a) The purchaser acknowledges receipt of a copy of this contract as the time of signing of this contract
- (b) The purchaser warrants that he or she has not received any promise from the vendor's estate agent in relation to obtaining a loan for the purchase of this property

2.3 The purchaser acknowledges

- (a) having sufficient opportunity to carry out investigations and to make enquiries in relation to the property before signing this contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the vendor other than expressed in this contract was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 1.3(b) has been relied upon by the purchaser and that the purchaser relied only the purchaser's inspection of, and searches and enquiries in connection with the Property when entering

into this contract;

(d) Despite anything else in this contract that

- (i) the vendor gave the purchaser the opportunity to seek advice on the terms and conditions, and effect of, this contract prior to signing this contract; and
- (ii) the purchaser has had a genuine and effective opportunity to review and negotiate the terms of this contract prior to signing this contract.

3. SWIMMING POOLS AND SMOKE ALARMS

3.1 Where the property sold includes a swimming pool or spa, or has or requires the installation of smoke alarms, the purchaser shall not require the vendor to comply with the building regulations that apply, nor meet the cost of so doing. The purchaser is on notice that the cost of compliance (as is or may be required) is the responsibility of the purchaser.

4. GUARANTEE

4.1 If the purchaser is a corporation it shall within seven (7) days procure the execution of the form of guarantee annexed to this contract by each of its directors and shareholders (at the vendor's option) and failure to do so shall constitute a default under this contract.

5. NOMINATION

5.1 The purchaser may only exercise the purchaser's rights under general condition 4 if the purchaser delivers to the vendor not less than 14 days prior to settlement:

(a) a nomination form:

- (i) complying with all Laws and in a form reasonably required by the vendor;
- (ii) pursuant to which the purchaser agrees to indemnify and keep indemnified the vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the vendor has incurred any such cost, loss, liability or expense or has made a payment;
- (iii) properly completed with all of the relevant details;
- (iv) duly executed by the purchaser and the nominated purchaser;

(b) a cheque for \$330 (inclusive of GST) drawn by the nominee purchaser payable to the vendor's legal practitioner representing the vendors legal costs with respect to the nomination of the nominee purchaser (these costs will be waived if the balance of this clause is complied with within 21 days of the day of sale); and

(c) a guarantee and indemnity in the form attached to this contract duly completed by every director of the nominee and any principal shareholder of the nominee (unless the nominee is a wholly owned subsidiary of a corporation whose shares are listed on the Australian Securities Exchange when only the listed corporation is required to provide the guarantee).

6. FOREIGN INVESTMENT REVIEW BOARD

6.1 The purchaser warrants that one of the following apply:

(a) the purchaser:

- (i) is not required to provide notice of the entering into of this contract or the purchase of the Property to the Foreign Investment Review Board (FIRB) or any other relevant Authority; and
- (ii) does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or

(b) the purchaser has obtained any necessary consent or approval from the Foreign

Investment Review Board and any other relevant Authority to the purchase of the Property by the purchaser on the terms and conditions set out in this contract.

- 6.2 If the warranty in special condition 5.1 is untrue in any respect the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this contract.

7. DEFAULT

- 7.1 If the vendor gives to the purchaser a notice of default under this contract, the default will not be remedied until the last to occur of the following:

- (a) remedy by the purchaser of the default, or if the default is incapable of remedy,
- (b) payment by the purchaser to the vendor of all expenses incurred by the vendor as a result of the default including:
 - (i) legal costs and disbursements (calculated on a full indemnity basis) incurred in drawing and giving the notice and any advice;
 - (ii) all additional costs incurred by the vendor including bridging finance, relocation costs, interest, discount on bills and borrowing expenses; and
 - (iii) the payment of interest in accordance with this contract.

8. AUCTION

- 8.1 IF The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

END OF SPECIAL CONDITIONS

SCHEDULE 1

Regulations 5, 6, 7

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. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. 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.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

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

15. DEPOSIT BOND

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

- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the

property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 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.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and

- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

GUARANTEE

IN CONSIDERATION of you (the vendor) having entered into this contract at my/our request

WE/I

[Redacted]
[Print full name]

of

[Redacted]
[Print usual address]

and

[Redacted]
[Print full name]

of

[Redacted]
[Print usual address]

JOINTLY AND SEVERALLY GUARANTEE COVENANT AND DECLARE as follows:

1. If and whenever any monies payable under the within contract are unpaid for a period of five days after the same shall become payable, we/I shall upon request pay the same to you.
2. If and whenever there shall be any breach on the part of the purchaser of any covenant on its part contained in the said contract, we/I shall upon request cause such breach to be remedied forthwith.
3. As a separate and severable covenant we/I agree to indemnify you against all loss, costs, charges and expenses incurred as a result of or any default by the purchaser in the performance of any of the purchaser's obligations set out, incorporated in or implied in the within contract.
4. This Guarantee shall be a continuing Guarantee binding on our/my legal personal representatives and shall not be affected by anything which but for this provision would under the law relating to sureties have the effect of releasing us/me or modifying our/my obligations hereunder and without restricting the generality of the foregoing shall not be affected by any waiver, postponement, indulgence or variation whether as to time or otherwise which you may in your discretion grant or agree to or any failure by you to exercise any of your rights under the within contract.
5. Any demand or notice on us/me (or either of us) shall be deemed duly made if it be in writing and signed by you or any Solicitor purporting to act for you or any other person duly authorised by you to make the demand and the same may be left at or sent through the post in a pre-paid letter addressed to us/me (or either of us) at our/my address hereinbefore specified or personally to us/me (or either of us).

DATED the day of Two Thousand and Twenty

SIGNED SEALED AND DELIVERED in the presence)
of:)

[Redacted]
Guarantor's Signature

[Redacted]
Witness' Signature

SIGNED SEALED AND DELIVERED in the presence)
of:)

[Redacted]
Guarantor's Signature

[Redacted]
Witness' Signature

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	11 GRANDIA CRESCENT, KEYSBOROUGH VIC 3173	
------	---	--

Vendor's name	Brandon Dennis O'Brien	Date
		/ /
Vendor's signature		

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

1. FINANCIAL MATTERS

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

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

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

\$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?	☐ YES ☒ 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 ☒ 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):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

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)

Copy of Title 12346/519
Copy of Plan
Land Information Certificate
Water Information Statement
Land Tax Certificate
VICROADS Certificate
Owner's Corporation 151 Certificate
Building Approval 326 (1)
Planning Report
VIC: Certificate - Instrument Search - AK875519Q (AGREEMENT)
VIC: Certificate - Instrument Search - AJ951094H (AGREEMENT)
VIC: Certificate - Instrument Search - AU988520P (AGREEMENT)
VIC: Certificate - Instrument Search - AK875519Q (AGREEMENT)
VIC: Certificate - Instrument Search - AS474020U (AGREEMENT)

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.

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

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

VOLUME 12346 FOLIO 519

Security no : 124131165323A
Produced 07/01/2026 03:22 PM

LAND DESCRIPTION

Lot 66 on Plan of Subdivision 818671Q.
PARENT TITLE Volume 11528 Folio 861
Created by instrument PS818671Q 03/12/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

BRANDON DENNIS O'BRIEN of 11 GRANDIA CRESCENT KEYSBOROUGH VIC 3173
AX629280N 11/01/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ394437S 18/07/2025
ING BANK (AUSTRALIA) LTD

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
AJ951094H 05/10/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AK875519Q 04/02/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AS474020U 26/08/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AU988520P 05/11/2021

DIAGRAM LOCATION

SEE PS818671Q 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: 11 GRANDIA CRESCENT KEYSBOROUGH VIC 3173

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 18/07/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS818671Q

DOCUMENT END

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Document Identification	PS818671Q
Number of Pages (excluding this cover sheet)	6
Document Assembled	07/01/2026 15:41

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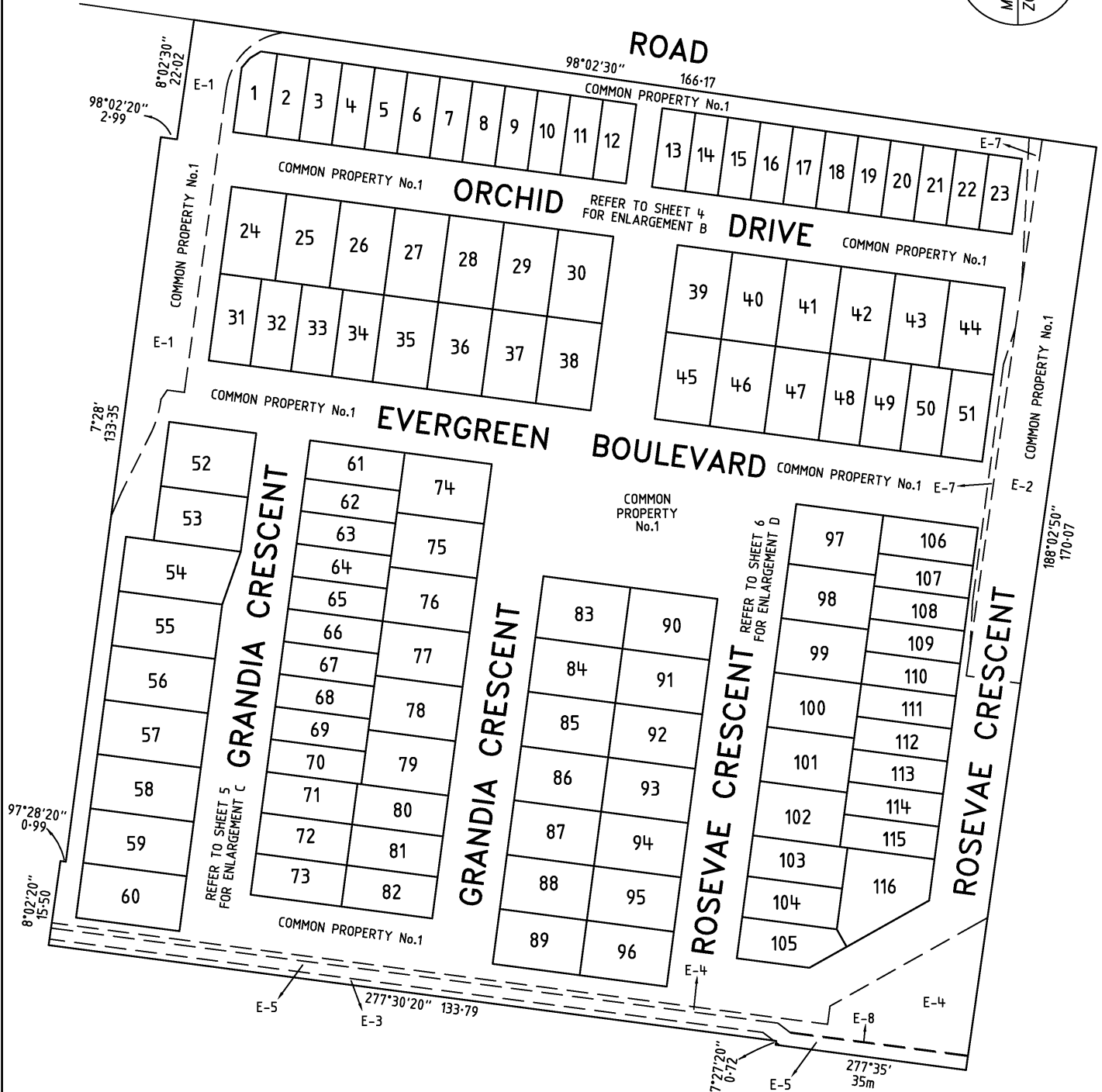
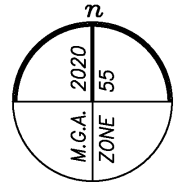
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PLAN OF SUBDIVISION				EDITION	PS 818671Q						
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: 54 CROWN ALLOTMENT: A (PART) CROWN PORTION: - TITLE REFERENCE: VOL 11528 FOL 861 LAST PLAN REFERENCE: LOT 1 ON PS729572N POSTAL ADDRESS: 452 CHELTENHAM ROAD (at time of subdivision) KEYSBOROUGH, 3173 MGA 94 CO-ORDINATES: E 337 400 ZONE: 55 (approx. centre of land in plan) N 5793 430				Council Name: City of Greater Dandenong Council Reference Number: PSUB20/0015 Planning Permit Reference: PLN20/0042 SPEAR Reference Number: S153109E Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Richard Stevenson for City of Greater Dandenong on 18/11/2021							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS							
IDENTIFIER	COUNCIL/BODY/PERSON			STAGING	THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. PLN20/0042						
NIL	NIL			SURVEY	THIS PLAN IS / IS NOT BASED ON SURVEY						
				THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) DANDENONG PM 841 IN PROCLAIMED SURVEY AREA NO. N/A							
				DEPTH LIMITATION	DOES NOT APPLY						
REFER TO PS729572N FOR APPURTENANT EASEMENTS AFFECTING LAND IN THIS PLAN. COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 1 TO 116. COMMON PROPERTY No. 1 CONTAINS PRIVATE ROADS CALLED ORCHID DRIVE, EVERGREEN BOULEVARD, GRANDIA CRESCENT AND ROSEVAE CRESCENT. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES											
EASEMENT INFORMATION											
EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE WHOLE OF THE LAND IN THIS PLAN.											
LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT											
SUBJECT LAND	PURPOSE	WIDTH (metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF							
E-1	CARRIAGEWAY	SEE DIAG	PS640649W	LOT 1 ON PS640649W							
E-2	CARRIAGEWAY	SEE DIAG	PS640649W	C/T VOL 10749 FOL 151							
E-3 & E-5	SEWERAGE	SEE DIAG	PS640649W	SOUTH EAST WATER CORPORATION							
E-4, E-5 & E-8	DRAINAGE	SEE DIAG	PS640649W	CITY OF GREATER DANDENONG							
E-7	CARRIAGEWAY	SEE DIAG	PS729572N	C/T VOL 10749 FOL 151							
E-8	SEWERAGE	SEE DIAG	AS443741F	SOUTH EAST WATER CORPORATION							
EASEMENT E-6 HAS BEEN OMITTED FROM THIS PLAN											
Level 3, 1 Southbank Boulevard Southbank, Victoria 3006 03) 7019 8400 www.veris.com.au DEVELOP WITH CONFIDENCE™ Bosco Jonson			LICENSED SURVEYOR CHRISTOPHER POWELL <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">DATE 12/10/21</td> <td style="text-align: center; padding: 5px;">REFERENCE 32249 003</td> <td style="text-align: center; padding: 5px;">ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td style="text-align: center; padding: 5px;">VERSION J</td> <td style="text-align: center; padding: 5px;">DRAWING 3224900EJ</td> <td style="text-align: center; padding: 5px;">SHEET 1 OF 6 SHEETS</td> </tr> </table> Digitally signed by: Chris Powell, Licensed Surveyor, Surveyor's Plan Version (J), 13/10/2021, SPEAR Ref: S153109E			DATE 12/10/21	REFERENCE 32249 003	ORIGINAL SHEET SIZE A3	VERSION J	DRAWING 3224900EJ	SHEET 1 OF 6 SHEETS
DATE 12/10/21	REFERENCE 32249 003	ORIGINAL SHEET SIZE A3									
VERSION J	DRAWING 3224900EJ	SHEET 1 OF 6 SHEETS									
			PLAN REGISTERED TIME: 1:10 PM DATE: 3.12.2021 R.D. Assistant Registrar of Titles								

PLAN OF SUBDIVISION

PS 818671Q



REFER TO SHEET 2 FOR EASEMENT DIMENSIONS

OVERALL SITE
DIAGRAM 2

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
Formerly
Bosco Jonson



LICENSED SURVEYOR **CHRISTOPHER POWELL**

SCALE
1:750

7.5 0 15 30
LENGTHS ARE IN METRES

DATE 12/10/21 REFERENCE 32249 003
VERSION J DRAWING 3224900EJ

ORIGINAL SHEET SIZE A3
SHEET 3

Digitally signed by: Chris Powell, Licensed Surveyor,
Surveyor's Plan Version (J),
13/10/2021, SPEAR Ref: S153109E

Digitally signed by:
City of Greater Dandenong,
18/11/2021,
SPEAR Ref: S153109E

LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020 and Local Government (Land Information) Regulations 2021

This Certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Issue Date: **08 January 2026**

Certificate No: **e2273/2026**

Your Reference: **644234**

Agents Reference: **79273351-020-7**

Property No.: **520355**

Applicant:

**Secure Electronic Registries Pty Ltd
Locked Bag 20005
MELBOURNE VIC 3001**



Property Address: **11 Grandia Crescent KEYSBOROUGH VIC 3173**

Property Description: **Lot 66 PS 818671 Vol 12346 Fol 519**

AVPCC: **Single Unit / Villa Unit / Townhouse (120)**

Site Value: \$ **155,000** Capital Improved Value: \$ **595,000** Net Annual Value: \$ **29,750**

Level of Value Date: **1/01/2025**

Effective Date of Valuation : **1/07/2025**

Rates are levied on the Capital Improved Value.

Following settlement, please send Notice of Acquisition to Council@cgd.vic.gov.au

RATES, CHARGES AND OTHER MONIES For Year Ending 30th June, 2026

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

	Arrears	Current
Rate		911.50
Maintenance Levy		350.00
Emergency Services Volunteer Fund		238.90
TOTAL CHARGES		\$1500.40
Payment/Adjustments		-833.55
BALANCE DUE		\$666.85

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2025; 30/11/2025; 28/02/2026; 31/05/2026.**

PLEASE NOTE: 3rd instalment \$291.75 is due on or before 28 Feb 2026 in order to avoid penalty interest.



A direct debit is currently active on this account

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **11 Grandia Crescent KEYSBOROUGH VIC 3173**

Property No.: **520355**

Certificate No.: **e2273/2026**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Not Applicable
- F.** Other Information:
Applicable - A Section 173 Town Planning agreement applies to this property. Please refer to the Title for details.

Important Notes:

1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Department on ☎ (03) 8571 5128

It is acknowledged that Council has received the sum of thirty dollars and sixty cents (\$30.60) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer

Sally Wright,
Rates and Revenue Coordinator

Page 2 of 2

Tohme Lawyers C/- InfoTrack
(Smokeball)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 66 11 GRANDIA CRESCENT
KEYSBOROUGH 3173
66 PS 818671

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52G//11962/00015	LANDATA CER 79273351-032-0	07 JANUARY 2026	51137072

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	01/01/2026 to 31/03/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$31.25

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	\$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- The meter at the property was last read on 10/11/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.12 per day**

- 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, Sewage 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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. 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.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

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.

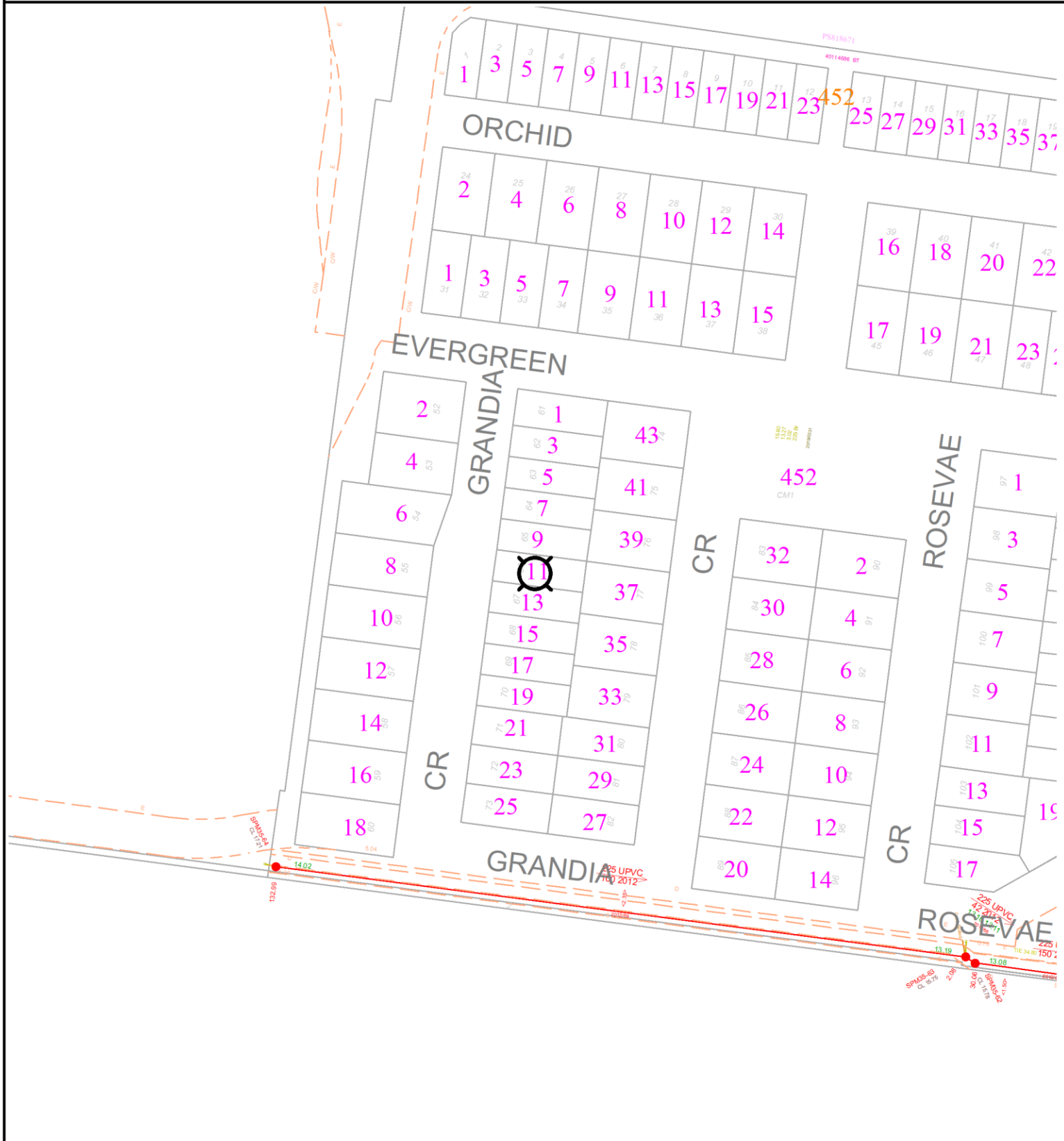
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



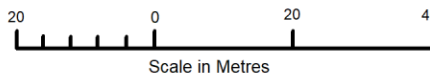
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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	<1.0> Offset from Boundary	
Melbourne Water Assets				
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway		
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.		

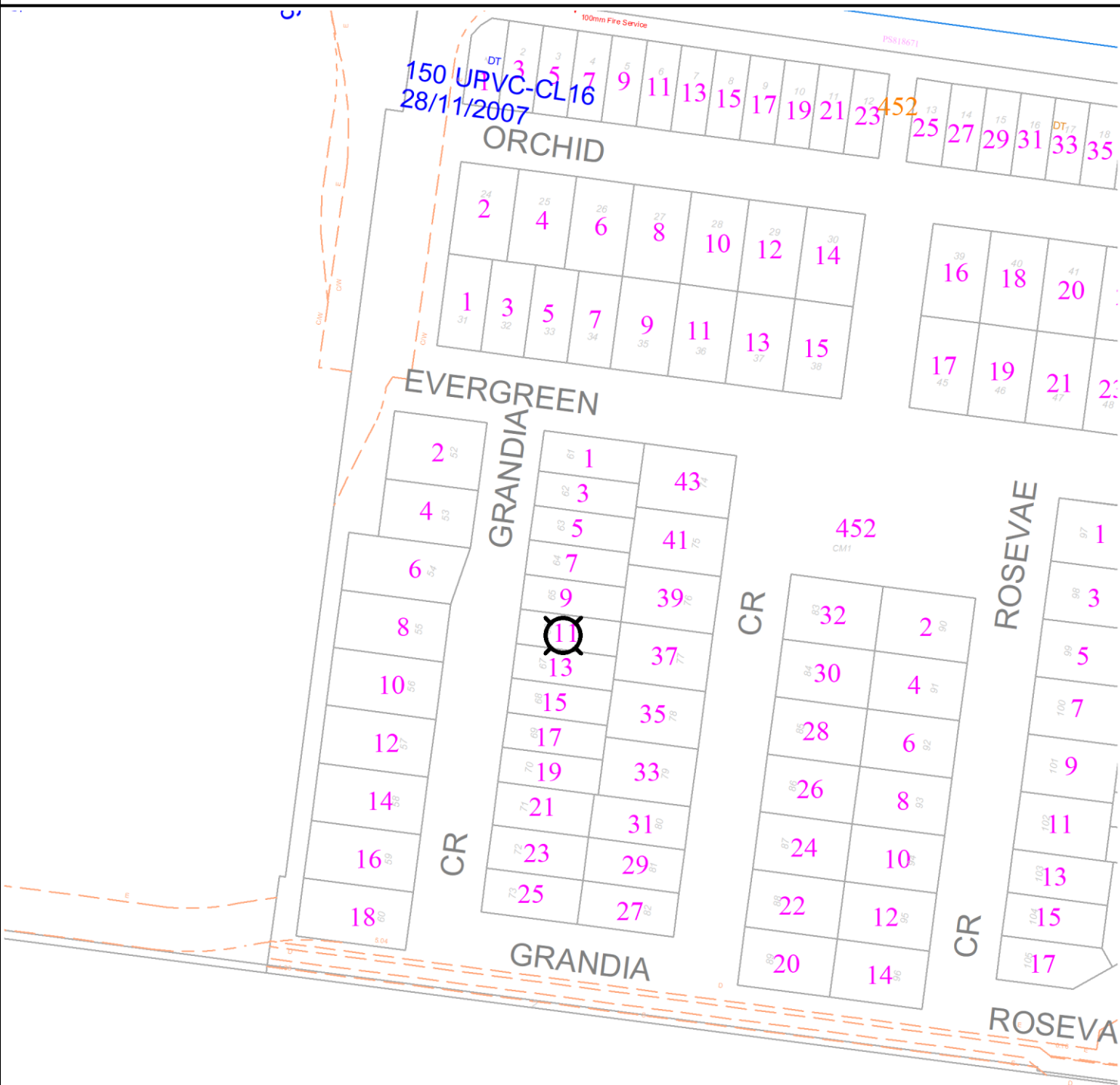


Property: Lot 66 11 GRANDIA CRESCENT KEYSBOROUGH 3173

Case Number: 51137072



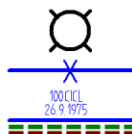
Date: 07JANUARY2026



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.

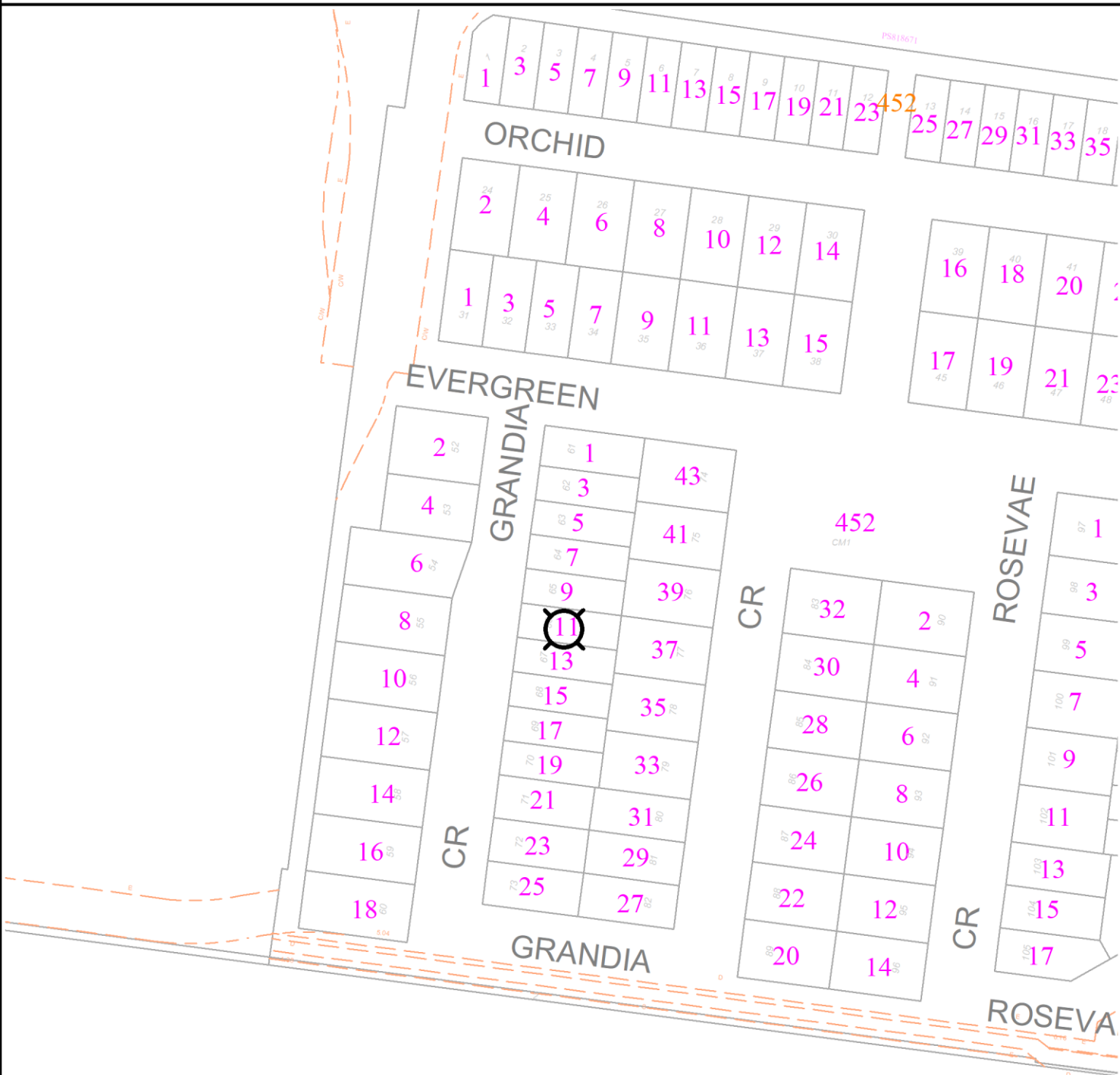
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 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

Property Clearance Certificate

Land Tax



INFOTRACK / TOHME LAWYERS

Your Reference:	26011
Certificate No:	94914235
Issue Date:	07 JAN 2026
Enquiries:	ESYSPROD

Land Address:	11 GRANDIA CRESCENT KEYSBOROUGH VIC 3173
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
48770625	66	818671	12346	519	\$0.00

Vendor: BRANDON O'BRIEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR BRANDON DENNIS O'BRIEN	2026	\$155,000	\$0.00	\$0.00

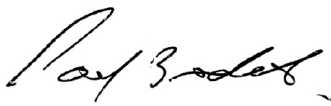
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$595,000
SITE VALUE (SV):	\$155,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94914235

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$155,000

Calculated as \$975 plus (\$155,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,950.00

Taxable Value = \$595,000

Calculated as \$595,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94914235

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 94914235

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TOHME LAWYERS

Your Reference:	26011
Certificate No:	94914235
Issue Date:	07 JAN 2026
Enquires:	ESYSPROD

Land Address: 11 GRANDIA CRESCENT KEYSBOROUGH VIC 3173

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48770625	66	818671	12346	519	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$595,000

SITE VALUE: \$155,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94914235

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / TOHME LAWYERS

Your Reference:	26011
Certificate No:	94914235
Issue Date:	07 JAN 2026

Land Address: 11 GRANDIA CRESCENT KEYSBOROUGH VIC 3173

Lot	Plan	Volume	Folio
66	818671	12346	519

Vendor: BRANDON O'BRIEN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 94914235

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 94914231 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 94914231 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tohme Lawyers C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 644234

NO PROPOSALS. As at the 7th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

11 GRANDIA CRESCENT, KEYSBOROUGH 3173
CITY OF GREATER DANDENONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 7th January 2026

Telephone enquiries regarding content of certificate: 13 11 71



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 07/01/2026 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

The land in PS818671Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 116.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

THE KNIGHT LEVEL 1 204 BALACLAVA ROAD CAULFIELD NORTH VIC 3161

AX145264H 11/08/2023

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. OC054175J 03/12/2021

Additional Owners Corporation Information:

OC054174L 03/12/2021

Notations:

Nil Nil

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	54	54
Lot 2	53	53
Lot 3	53	53
Lot 4	66	66
Lot 5	66	66
Lot 6	53	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/01/2026 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	53	53
Lot 8	53	53
Lot 9	66	66
Lot 10	66	66
Lot 11	53	53
Lot 12	54	54
Lot 13	54	54
Lot 14	53	53
Lot 15	66	66
Lot 16	66	66
Lot 17	53	53
Lot 18	53	53
Lot 19	53	53
Lot 20	66	66
Lot 21	66	66
Lot 22	53	53
Lot 23	54	54
Lot 24	70	70
Lot 25	69	69
Lot 26	68	68
Lot 27	69	69
Lot 28	69	69
Lot 29	68	68
Lot 30	70	70
Lot 31	55	55
Lot 32	54	54
Lot 33	54	54
Lot 34	54	54
Lot 35	75	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/01/2026 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	75	75
Lot 37	75	75
Lot 38	76	76
Lot 39	69	69
Lot 40	69	69
Lot 41	68	68
Lot 42	69	69
Lot 43	69	69
Lot 44	70	70
Lot 45	76	76
Lot 46	73	73
Lot 47	73	73
Lot 48	54	54
Lot 49	54	54
Lot 50	54	54
Lot 51	55	55
Lot 52	73	73
Lot 53	72	72
Lot 54	73	73
Lot 55	75	75
Lot 56	75	75
Lot 57	75	75
Lot 58	75	75
Lot 59	75	75
Lot 60	75	75
Lot 61	55	55
Lot 62	54	54
Lot 63	54	54
Lot 64	54	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/01/2026 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	54	54
Lot 66	54	54
Lot 67	54	54
Lot 68	54	54
Lot 69	54	54
Lot 70	54	54
Lot 71	64	64
Lot 72	64	64
Lot 73	65	65
Lot 74	75	75
Lot 75	75	75
Lot 76	73	73
Lot 77	69	69
Lot 78	69	69
Lot 79	69	69
Lot 80	64	64
Lot 81	64	64
Lot 82	65	65
Lot 83	75	75
Lot 84	73	73
Lot 85	73	73
Lot 86	73	73
Lot 87	73	73
Lot 88	73	73
Lot 89	73	73
Lot 90	75	75
Lot 91	73	73
Lot 92	73	73
Lot 93	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 07/01/2026 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	73	73
Lot 95	73	73
Lot 96	73	73
Lot 97	75	75
Lot 98	75	75
Lot 99	73	73
Lot 100	69	69
Lot 101	69	69
Lot 102	69	69
Lot 103	64	64
Lot 104	64	64
Lot 105	65	65
Lot 106	55	55
Lot 107	54	54
Lot 108	54	54
Lot 109	54	54
Lot 110	54	54
Lot 111	54	54
Lot 112	54	54
Lot 113	54	54
Lot 114	54	54
Lot 115	54	54
Lot 116	73	73
Total	7469.00	7469.00

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.

Reference: FW26/0013 (P520355)
Enquiries: Phone 03 8571 1515

12 January 2026

Secure Electronic Registries Pty Ltd

Building Certificate 51 (1)

Ref No: 79273351-021-4

Agent Ref: 644234

**Re: 11 Grandia Crescent KEYSBOROUGH VIC 3173
Lot 66 PS 818671 Vol 12346 Fol 519**

In response to your request for property information 51 please find as follows.

PART 51 (1)

Council Record No.	Date Issued	Issued by & Description of Works	Final/Occ Certificate Issue Date	Final/Occ Cert. No.
452 Cheltenham Road KEYSBOROUGH				
P22/28494	20/05/2022	Viviana Floreancig from Floreancig Smith Building Surveyors for the Proposed Construction of Shelter.		Council has no record of a final inspection.
P21/26341	17/02/2021	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 7: - Townhouse Development - Remaining Construction (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97-105) PARTIAL OCCUPANCY ISSUED FOR UNITS 90-95 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30-51 OP 90-95

P21/26341	17/02/2021	Viviana Floreancig from SB&G - 452 Cheltenham Road Keysborough Pty Ltd for the Stage 7: - Townhouse Development - Remaining Construction (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97-105) PARTIAL OCCUPANCY ISSUED FOR UNITS 90-95 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30-51 OP 90-95
P21/26340	08/02/2021	Viviana Floreancig from SB&G - 452 Cheltenham Road Keysborough Pty Ltd for the Stage 6: Townhouse Development - Remaining Works - (Blocks A-F) (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97 -105) PARTIAL OP FOR UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL UNIT 74 OP ISSUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30-51 OP 90-95

P21/26340	08/02/2021	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 6: Townhouse Development - Remaining Works - (Blocks A-F) (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97 -105) PARTIAL OP FOR UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL UNIT 74 OP ISSUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30- 51 OP 90-95
P21/26215	04/12/2020	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 5: Townhouse Development - Framing to Types C, D E & F (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97-105) OP PARTIAL UNITS 90-95 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 ISUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30- 51 OP90-95
P21/26192	26/11/2020	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 4: Townhouse Development - Inclusion of Type G & H Townhouse Slabs (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97-105) PARTIAL OP UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30- 51 OP 90-95

P21/26171	13/11/2020	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 3: Townhouse Development - Partial Frames (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97-105) OP PARTIAL UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 ISSUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30-51 OP 90-95
P21/26146	26/10/2020	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 2: Townhouse Development - Construction of Slabs only (Excluding Partial Clusters) (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (Partial OP 201800164/7 Units 97- 105) OP PARTIAL UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 ISSUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30-51 OP 90-95

P21/26024	26/08/2020	Viviana Floreancig from Floreancig Smith Building Surveyors for the Stage 1: Townhouse Development Civil & Inground Services only (Amended OP's issued on Unit 1-23 & 26, Unit 29, Unit 24-28 & 30, Unit 39-43, Unit 31-38 & 44-51) (201800164/7 OP issued Unit 97-105) OP PARTIAL UNITS 90-95 ISSUED 21/06/2022 PARTIAL OP ISSUED 01/07/2022 UNITS 80, 84 AND 86 PARTIAL OP UNIT 89 ISSUED 28/07/2022 PARTIAL OP UNIT 74 ISSUED 18/08/2022.	11/05/2022	201800164/A U1-23, 26, 24-29 & 30- 51 201800164/7
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<i>Statements under Reg 64(1)</i>	No	<i>Statements under Reg 231</i>	No
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- This property is not subject to any notices and/or orders or the like under the Building Act 1993.
- This advice does not cover possible covenants or 173 agreements which may affect this property.
- As of 1 December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.

Commercial Notes

The maintenance of 'Essential Services' in all Commercial premises is required pursuant to Part 15 of Building Regulations 2018. Owner/Occupiers should be made aware of the obligations for the Health and Safety of building occupiers. Maintenance is required on a regular basis to ensure effective operation of equipment.

- **CIL Levy (Keysborough South Community Infrastructure) is not applicable to this property.**

Building Services Team

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 22 January 2026 03:10 PM

PROPERTY DETAILS

Address: **11 GRANDIA CRESCENT KEYSBOROUGH 3173**
Lot and Plan Number: **Lot 66 PS818671**
Standard Parcel Identifier (SPI): **66\PS818671**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **520355**
Planning Scheme: **Greater Dandenong**
Directory Reference: **Melway 88 J9**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

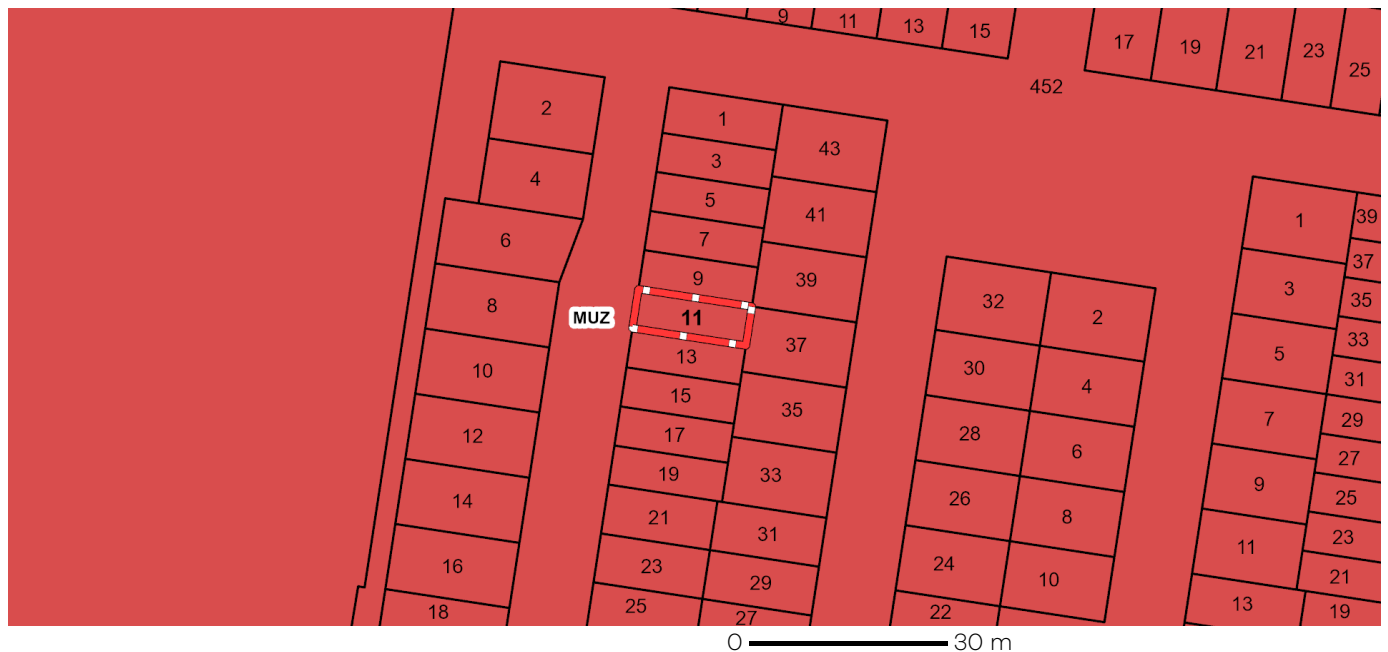
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



MUZ - Mixed Use

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

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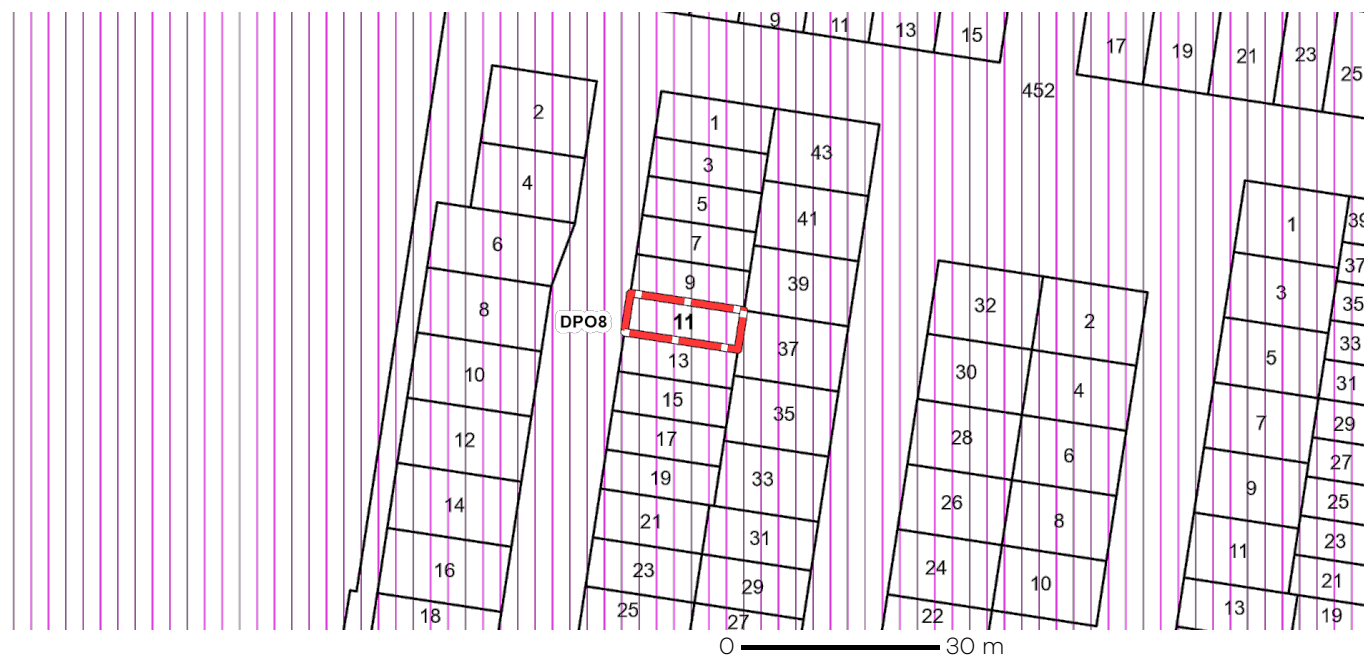
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

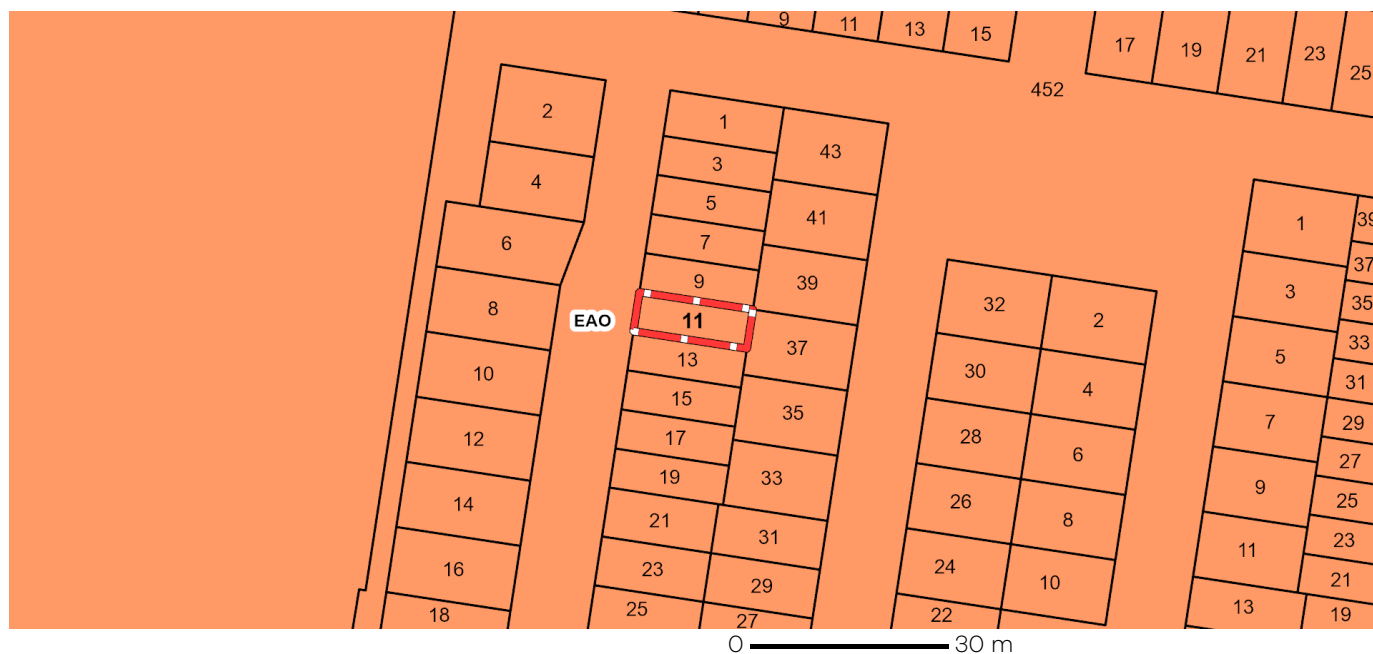
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 \(DPO8\)](#)



 **DPO - Development Plan Overlay**

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

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



 **EAO - Environmental Audit Overlay**

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

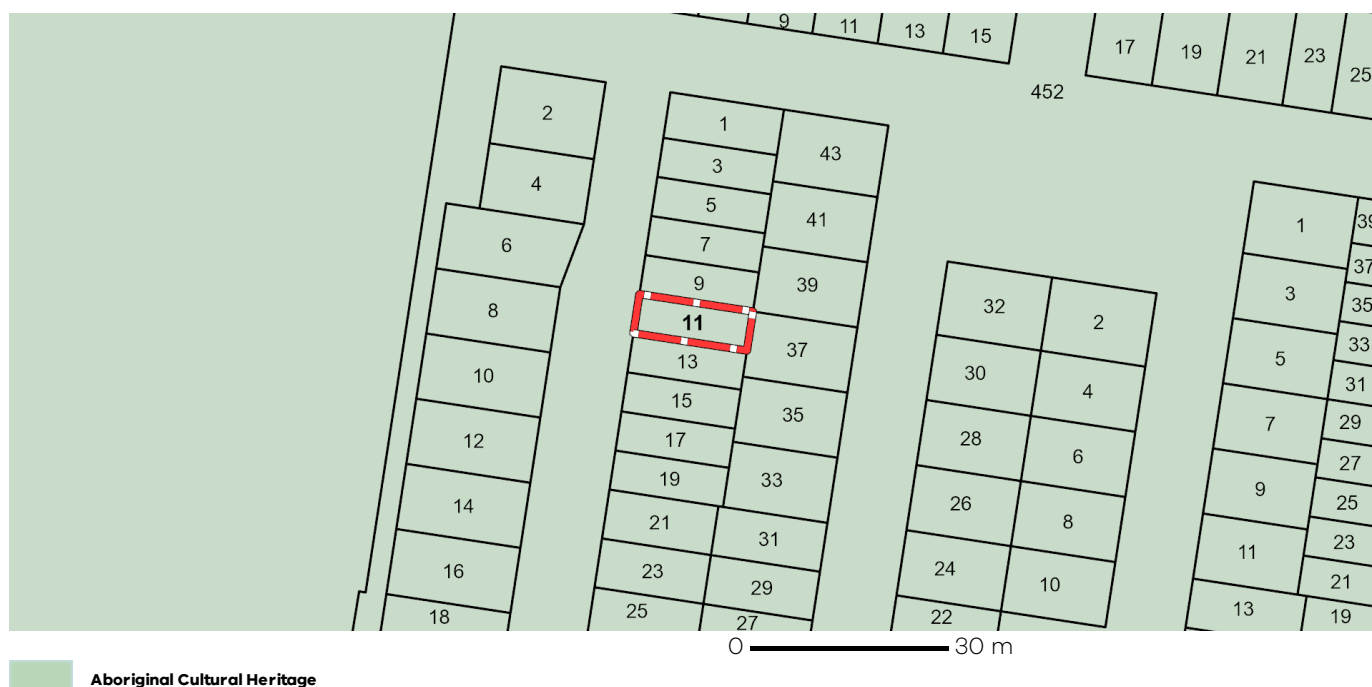
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 20 January 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/>

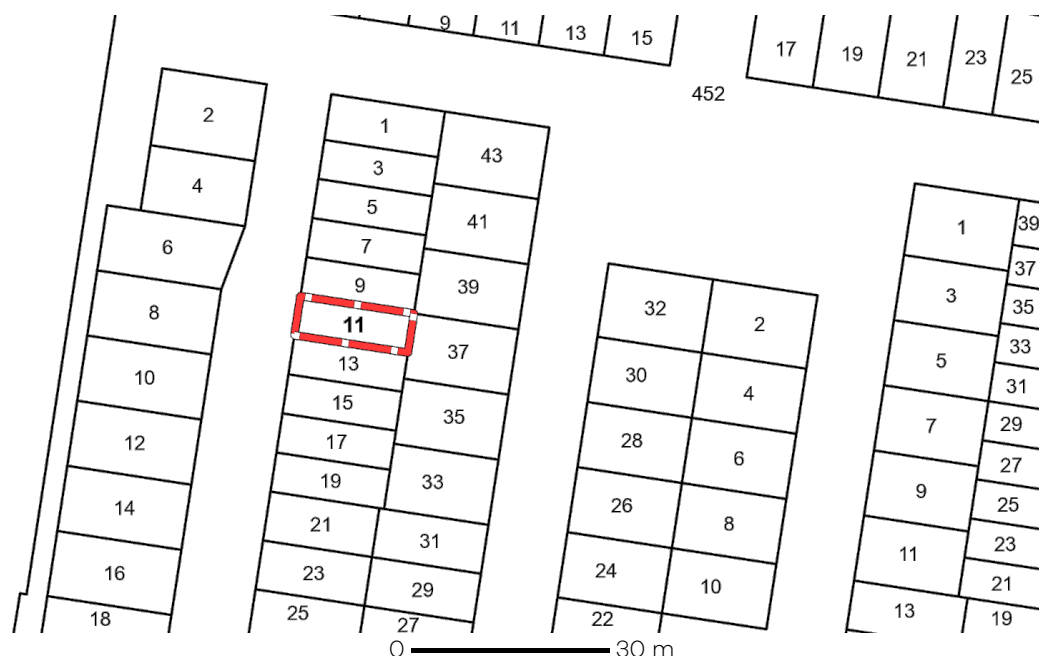
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Imaged Document Cover Sheet

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Section 181

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

Planning and Environment Act 1987

AK875519Q



Lodged by:

Name: Macpherson + Kelley Lawyers Pty Ltd
Phone: 9794 2600
Address: 40-42 Scott Street, Dandenong 3175
Ref: PRM:GPM:224796
Customer Code: 1161S

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

Land: Certificate of Title Volume 11386 Folios 425 and 426

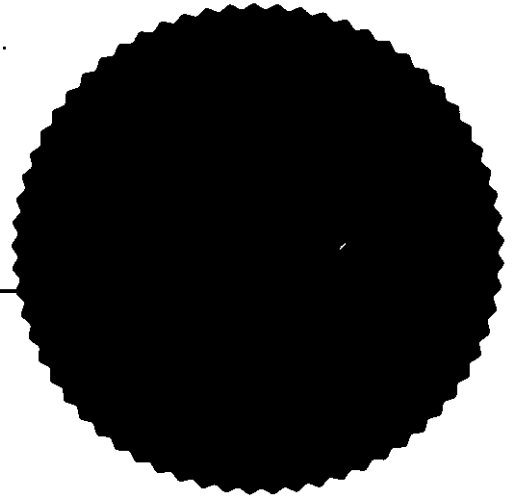
Authority: Greater Dandenong City Council of 39 Clow Street, Dandenong, Victoria 3175

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.

Signature for the Authority:

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

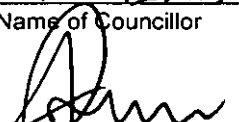




Councillor

ANGELA LONG

Name of Councillor



Chief Executive Officer

JOHN BENNIE

Name of Chief Executive Officer

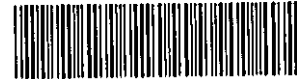
Date: 28th October 2013

EXECUTION VERSION - PLEASE SIGN

Allens > < Linklaters

AK875519Q

04/02/2014 \$113 173



Section 173 Agreement

Greater Dandenong City Council

Silverton Group Pty Ltd
(ACN 109 702 507)

Hydrox Nominees Pty Ltd
(ACN 139 262 123)

480 and 486 Cheltenham Road, Keysborough VIC
(*Subject Land*)

Allens
101 Collins Street
Melbourne VIC 3000
Tel +61 3 9614 1011
Fax +61 3 9614 4661
www.allens.com.au

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{V-2677038:1}

Allens is an independent partnership operating in alliance with Linklaters LLP.

Table of Contents

1. Definitions and Interpretation	2
1.1 Definitions	2
1.2 Interpretation	3
2. Agreement under Section 173 of the Act and intention of the parties	4
3. Commencement of Agreement	5
4. Obligations of the Owners	5
4.1 Planning Permit PLN11/0759.02	5
5. Further Obligations of the Owners	6
5.1 Notice and Registration	6
5.2 Mortgagee to be Bound	6
5.3 Registration of Agreement	6
5.4 Other Parties' Costs to be Paid by Owners	6
5.5 Warranties	6
5.6 Indemnity	6
6. Successors in Title	7
7. Notices	7
7.1 Service of Notice	7
7.2 Time of Service	7
8. GST	7
8.1 Definitions	7
8.2 Payment of GST	8
9. Costs	8
10. Further Assurance	8
11. Governing law	9
12. No Fettering of Council's Powers	9
13. Entire agreement	9
14. Severability	9
15. Time of the essence	9
16. Waiver	9
17. Variations and waivers to be in writing	9
18. Copies	10
19. No notice of revocation	10
20. Ending of Agreement	10
21. Authority to sign	10
22. No Agency or Partnership	10

AK875519Q

04/02/2014

\$113

173



AK875519Q



Agreement

Annexure 1

Overall Site Plan

12

12

Agreement

Allens > < Linklaters

Date	28 th October	2013	AK875519Q
			04/02/2014 \$113 173
Parties			
1.	Greater Dandenong City Council of 397-405 Springvale Road, Springvale VIC 3171 (the Responsible Authority);		
2.	Silverton Group Pty Ltd (ACN 109 702 507) of Level 8 Tower 1, 495 Victoria Ave Chatswood, NSW 2067 (the Lot 2 Owner); and		
3.	Hydrox Nominees Pty Ltd (ACN 139 262 123) of 1 Woolworths Way, Bella Vista NSW 2153 (the Lot 1 Owner).		
Recitals			
A	The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the Act.		
B	The Lot 2 Owner is the registered proprietor of an estate in fee simple of that part of the Subject Land comprised in Lot 2 PS 640649W.		
C	On 23 December 2011, the Responsible Authority issued amended Planning Permit No PLN11/0631 providing for the subdivision of the Subject Land in accordance with the Plan of Subdivision and the removal and creation of easements.		
D	The Lot 1 Owner acquired that part of the Subject Land comprised in Lot 1 PS 640649W from the Lot 2 Owner on 19 November 2012.		
E	On 15 March 2012, the Responsible Authority issued Planning Permit No: PLN11/0759.02 providing for the development of the Subject Land in accordance with that permit.		
	Condition 7 of that Planning Permit provides for:		
	Prior to the commencement of any development hereby approved, or a period otherwise agreed to in writing by the Responsible Authority, the owners of the land must enter into an agreement under Section 173 of the <i>Planning & Environment Act 1987</i> with the Responsible Authority to provide for the following:		
	a. Before the use commences, that the construction of all highway works and loading/unloading and parking area pursuant to Overall Site Plan TP-02 including all internal roads, hard standing areas, car parking and junction arrangements, shall be completed to the satisfaction of the Responsible Authority and VicRoads.		
	b. Before the use commences, that any public open space contribution		

AK875519Q

04/02/2014

\$113

173



Agreement

required under PLN11/0631 or any other/subsequent permit is made to the satisfaction of the Responsible Authority.

c. Before the development commences, all pre-commencement conditions of permit PLN11/0631 shall be complied with.

d. Not less than 30 days from the commencement of any construction on the site that all of the boundary acoustic fencing and other boundary treatment pursuant to Overall Site Plan TP-02 and Condition 1.6 shall be commenced and completed within a reasonable time frame to the satisfaction of the Responsible Authority to protect the amenity of neighbouring properties.

e. A Construction Management Plan for all building and construction works hereby approved to the satisfaction of the Responsible Authority.

f. A Waste and Site Management Plan for all use and development hereby approved to the satisfaction of the Responsible Authority.

The land owner/s is to cover all costs relating to the preparation and registration of the Agreement (including all costs incurred by the Responsible Authority).

F The parties acknowledge that the requirements of condition 7(b) and condition 7(c) of Planning Permit No: PLN11/0759.02 have already been complied with.

G The parties enter into this Agreement to assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme, and to comply with the requirements of the Planning Permit PLN11/0759.02.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

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

Agreement means this agreement made under Section 173 of the Act and any agreement executed by the parties expressed to be supplemental to this Agreement.

Authorised Officer means any person whose title or acting title includes the word manager or similar expressions or any secretary or director.

Business Day means a day other than Saturday, Sunday or a public holiday in Melbourne.

Commencement Date means the date determined in accordance with clause 3 of this Agreement.

Agreement



Lot means each lot (as defined in the *Subdivision Act 1988* (Vic)) comprising the Subject Land.

Lot 1 Owner means Hydrox Nominees Pty Ltd (ACN 139 262 123).

Lot 2 Owner means Silverton Group Pty Ltd (ACN 109 702 507).

Mortgagee means any mortgagee, encumbrancee or other person who has acquired or acquires an interest in the Subject Land prior to the registration of the Section 173 Agreement.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land or any lot created by the subdivision of the Subject Land, including as at the Commencement Date the Lot 1 Owner and the Lot 2 Owner, and includes a Mortgagee in possession.

Overall Site Plan means the plan marked "Overall Site Plan", prepared by Leffler Simes Architects, drawing TP-02, Issue D, dated 23 November 2012, endorsed by the Council on 15 April 2013, as amended from time to time, and attached to this Agreement at Annexure 1.

Plan of Subdivision means plan of subdivision PS640649W.

Planning Scheme means the Greater Dandenong Planning Scheme and any other planning scheme that applies to the Subject Land

Planning Permits means the permits issued by the Responsible Authority under the *Planning & Environment Act 1987* (Vic) in relation to:

- (a) development of the Subject Land (Planning Permit PLN11/0759.02 and any subsequent amendments thereto); and
- (b) subdivision of the Subject Land (amended Planning Permit PLN11/0631 and any subsequent amendments thereto).

Responsible Authority means Greater Dandenong City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

Subject Land means the land known as 480 and 486 Cheltenham Road, Keysborough VIC 3173 which comprises Lots 1 and 2 on the Plan of Subdivision being the land more particularly described in Certificates of Title Volume 11386 Folio 425 and Volume 11386 Folio 426 (formerly Certificates of Title Volume 8390 Folio 997 and part of Certificate of Title Volume 11062 Folio 471).

Termination Date means the date on which the Responsible Authority provides written notice to the Owner that all requirements of this Agreement have been fulfilled.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The *singular* includes the plural and conversely.

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Agreement

- (b) A **gender** includes all genders.
- (c) Where a **word or phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely.
- (e) A reference to a **clause or schedule** is to a clause of or schedule to this Agreement.
- (f) A reference to any **party** to this Agreement or any other agreement or document includes the party's successors and permitted assigns.
- (g) Mentioning anything after **include, includes or including** does not limit what else might be included.
- (h) A reference to any **agreement or document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Agreement or that other agreement or document.
- (i) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (j) A reference to **dollars or \$** is to Australian currency.
- (k) Each **Schedule**, certificate and document delivered under this Agreement forms part of this Agreement.
- (l) A reference to a **right or obligation** of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (m) A reference to **writing** includes a facsimile transmission and any means of representing or reproducing words (in English), figures, drawings or symbols, in a visible, tangible form.
- (n) All **obligations** are taken to be required to be performed duly and punctually.
- (o) **Do** includes do, permit or omit or cause to be done or omitted.
- (p) No rule of **construction of documents** shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.
- (q) If any term of this Agreement is **legally unenforceable or made inapplicable**, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement (unless to do so would change the underlying principal commercial purposes of this Agreement).

2. Agreement under Section 173 of the Act and intention of the parties

- (a) The parties acknowledge and agree that, without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

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Agreement



- (b) The Owners' obligations under this Agreement will take effect as separate and several covenants which are annexed to and run with the Subject Land at law and equity, provided that if the Subject Land is further subdivided, this Agreement must be read and applied so that each reference to the "Owner" will be read and construed as a reference to the Owner of each Lot from time to time such that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.
- (c) Notwithstanding clause 2(b), the parties acknowledge and agree that Condition 7 of Planning Permit PLN11/0759.02 is to be applied and interpreted as follows:
 - (i) Condition 7(a) applies separately to each Lot on the Plan of Subdivision such that the use of each Lot may commence once:
 - (A) all highway works (including all crossovers, driveways and other works required in order to obtain access to, and egress from, that Lot from Cheltenham and Springvale Roads, as shown on the functional layout plan approved by VicRoads from time to time) have been completed; and
 - (B) all loading/unloading and parking areas required to be undertaken pursuant to the Overall Site Plan on that Lot have been completed, including all internal roads, hard standing areas, car parking and junction arrangements,
 to the satisfaction of the Responsible Authority and VicRoads;
 - (ii) Condition 7(e) applies separately to each Lot on the Plan of Subdivision such that the Lot 1 Owner and the Lot 2 Owner will only be required to prepare a Construction Management Plan for the building and constructions that are to be carried out on their respective Lot; and
 - (iii) Condition 7(f) applies separately to each Lot on the Plan of Subdivision such that the Lot 1 Owner and the Lot 2 Owner will only be required to prepare a Waste and Site Management Plan for the use and development approved by Planning Permit PLN11/0759.02 for their respective Lot.

3. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

4. Obligations of the Owners

4.1 Planning Permit PLN11/0759.02

The Owners must comply with the requirements of condition 7 of Planning Permit PLN11/0759.02, interpreted in accordance with clause 2 of this Agreement.

Agreement

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5. Further Obligations of the Owners

5.1 Notice and Registration

Each Owner must bring this Agreement to the attention of any current or prospective mortgagee of their Lot and of any current or prospective assignee, purchaser, transferee, lessee, licensee or occupier of their Lot.

5.2 Mortgagee to be Bound

Each Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of their Lot.

5.3 Registration of Agreement

The Owners consent to the Responsible Authority making an application to the Registrar of Titles to make a recording of this Agreement on the Certificates of Title to the Subject Land in accordance with Section 181 of the Act, and will do all things necessary to enable the Responsible Authority to make an application, including the signing of any further agreement, acknowledgement or other document.

5.4 Other Parties' Costs to be Paid by Owners

The Owners will pay immediately on demand the reasonable costs and expenses (including legal expenses) of the Responsible Authority incidental to the preparation, review, execution and registration of this Agreement. The Owners will share those costs and expenses equally.

5.5 Warranties

Each Owner warrants with respect to their Lot:

- (a) there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person other than that Owner affecting the Subject Land not disclosed by the usual searches or notified to the Responsible Authority in writing before the Commencement Date; and
- (b) no part of that Lot 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).

5.6 Indemnity

Each Owner indemnifies and keeps indemnified the Responsible Authority against all costs, expenses, losses or damages which the Responsible Authority 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 as a direct result of any breach of this Agreement by that Owner.



Agreement

6. Successors in Title

Without limiting the operation or effect of this Agreement, each Owner must, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, procure that that 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.

7. Notices

7.1 Service of Notice

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

- (a) by delivering it personally on that party;
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

7.2 Time of Service

A notice or other communication is deemed served:

- (a) if delivered personally, on the next following business day;
- (b) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day; or
- (d) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

8. GST

8.1 Definitions

In this clause:

GST means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges.

GST Amount means any Payment (or the relevant part of the Payment) multiplied by the appropriate rate of GST (currently 10%).

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Agreement

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

~~**Payment** means an amount payable under or in connection with this Section 173 Agreement by BHWF to the Owner including an amount payable by way of indemnity, reimbursement or otherwise, other than a GST Amount.~~

Tax Invoice has the meaning given to that term by the GST Law.

Taxable Supply has the meaning given to that term by the GST Law.

8.2 Payment of GST

The parties agree that

- (a) all Payments have been calculated without regard to the impact of GST;
- (b) if the whole or a part of a Payment is the consideration for a Taxable Supply, for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount at settlement;
- (c) the payee will provide to the payer a Tax Invoice.

9. Costs

- (a) In addition to the costs referred to in clause 5.4, the Owners must pay, on demand, the Responsible Authority's reasonable costs and expenses (including legal and other consultants' expenses) of and incidental to:
 - (i) the administration and supervision of this Agreement by the Responsible Authority, except for administration and supervision which the Responsible Authority is obliged to carry out under its statutory duties and any proceedings relating to the enforcement of this Agreement; and
 - (ii) any request by an Owner for the Responsible Authority's consent or approval under this Agreement.
- (b) Any expenses payable under:
 - (i) clause 9(a)(i) will be shared equally between the Owners; and
 - (ii) clause 9(a)(ii) will be borne solely by the Owner that made the relevant request.

10. Further Assurance

Each party to this Agreement must sign and execute all further documents and do all acts and things that are reasonably necessary to give effect to the terms and conditions in this Agreement.

Agreement



11. Governing law

- (a) This Agreement is governed by the laws of Victoria.
- (b) The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

12. No Fettering of Council's Powers

The Owners acknowledge that except as required to give effect to the express terms and conditions of this Agreement, this Agreement does not fetter, limit or restrict the power or discretion of the Responsible Authority 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 Subject Land or relating to any use or development of the Subject Land.

13. Entire agreement

This Agreement and the Section 173 Agreement registered on the Certificate of Title to the Subject Land as agreement number AJ951094H contains all the contractual arrangements of the parties with respect to the transactions to which they relate. They supersede all earlier conduct by the parties with respect to those transactions.

14. 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.

15. Time of the essence

Time is of the essence in this Agreement in all respects.

16. Waiver

Any time or other indulgence granted by the Responsible Authority to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owners does not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority under this Agreement.

17. Variations and waivers to be in writing

No variation, modification or waiver of any provision in this Agreement, nor consent to any departure by a party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any variation,

Agreement

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modification, waiver or consent will only be effective to the
made or given.

as it may be

18. Copies

This Agreement may be signed in any number of copies. All copies taken together form one agreement.

19. No notice of revocation

Each person signing this Agreement as attorney for a party, warrants to the other parties that as at the date of signing as attorney that person has not received any notice or information of the revocation of the power of attorney appointing that person.

20. Ending of Agreement

- (a) This Agreement ends on the Termination Date.
- (b) The Owners may request that the Responsible Authority provide written notice to the Owners that all requirements of this Agreement have been fulfilled.
- (c) As soon as reasonably practicable after this Agreement has ended the Responsible Authority may (but is not obliged to) at the request and cost of the Owners make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement in the register. The Owners will share that cost equally.

21. Authority to sign

Each person signing this Agreement as an Authorised Officer or agent of any party warrants to the other parties that, as at the date of signing, that person has full authority to sign this Agreement on behalf of that party.

22. No Agency or Partnership

Nothing in this Agreement is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

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Agreement

Executed in Victoria

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:

Chief Executive Officer

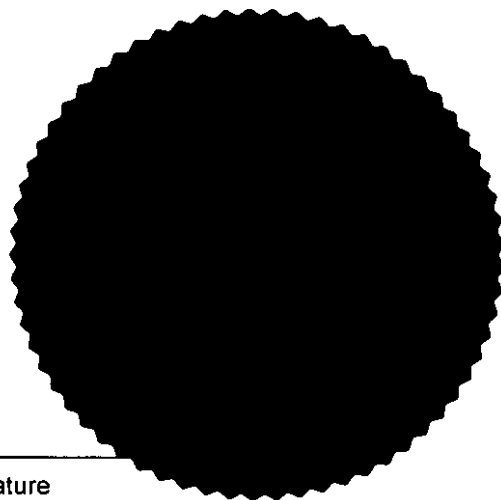
JOHN BENNIE

Name of Chief Executive Officer

Councillor Signature

ANGELA LONG

Name of Councillor



Executed in accordance with section 127 of
the Corporations Act 2001 by **Silverton**
Group Pty Ltd (ACN 109 702 507):

Director Signature

Craig Allen Laslett

Print Name



Director/Secretary Signature

Peter Jeremy Hicks

Print Name

Executed in accordance with section 127 of
the Corporations Act 2001 by **Hydrox**
Nominees Pty Ltd (ACN 139 262 123):

Director Signature

THOMAS WILLIAM POCKETT
Director

Print Name

Director/Secretary Signature

Peter John Horton

Print Name

Agreement



Annexure 1

Overall Site Plan

The plan which is Annexure 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

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

- The Minister for Planning;
- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

Imaged Document Cover Sheet

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AJ951094H

05/10/2012 \$110.30 173



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Macpherson + Kelley Lawyers Pty Ltd
Phone: 9794 2600
Address: 40-42 Scott Street, Dandenong 3175
Ref: PRM:GPM:219752
Customer Code: 1161S

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

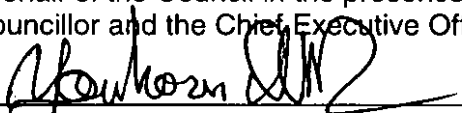
Land: Certificates of Title Volume 8390 Folio 997 and Volume 11062
Folio 471

Authority: Greater Dandenong City Council of 39 Clow Street, Dandenong,
Victoria 3175

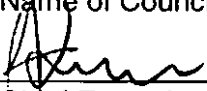
Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

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)

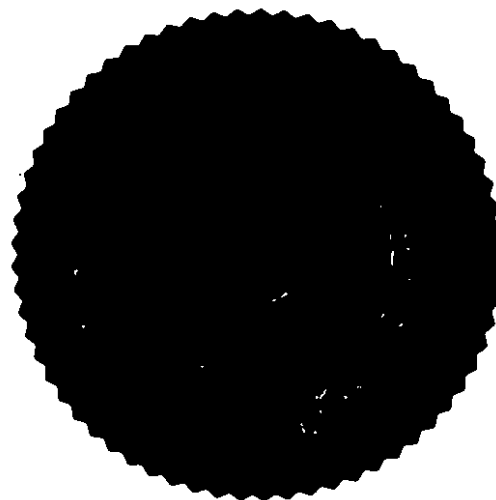

Councillor


Name of Councillor


Chief Executive Officer


Name of Chief Executive Officer

Date: 24/09/2012





AJ951094H



**AGREEMENT UNDER SECTION
173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

486 Cheltenham Road, Keysborough, Victoria
3173

GREATER DANDENONG CITY COUNCIL
("Council")

- and -

SILVERTON GROUP PTY LTD
(A C N 109 702 507)
("Purchaser")

Ref: GPM:219752

APAC-#15169716-v5

Macpherson+Kelley Lawyers
Website www.mk.com.au
Email info@mk.com.au

Victoria
Melbourne
Dandenong

New South Wales
Sydney

Tasmania
Hobart

Queensland
Brisbane
Bundaberg
Longreach

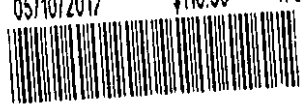
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05/10/2017 \$110.30 173


TABLE OF CONTENTS

1.	Definitions	1
2.	Interpretation	2
3.	Agreement under Section 173 of the Act	3
4.	Effect of Agreement	3
5.	Successors in Title	3
6.	Covenants of the Purchaser	4
7.	Costs	5
8.	Notices	5
9.	Further Assurance	6
10.	No Fettering of Council's Powers	6
11.	Waiver	6
12.	Severability	6
13.	Counterparts	6
14.	Governing Law	6
15.	Ending of Agreement	6

Schedule

AJ951094H

05/10/2012

\$110.30

173



DATED the

24th

day of

September

2012

BETWEEN:

GREATER DANDENONG CITY COUNCIL of 39 Clow Street, Dandenong, Victoria ("Council")

AND:

The party referred to in Item 1 ("Purchaser")

RECITALS

- A. Council is the Responsible Authority for administration of the Planning Scheme under the Act.
- B. Pursuant to the Contract of Sale, the Purchaser has the ability to enter into this Agreement in anticipation of becoming the owner of the Land.
- C. Council has issued the Permit.
- D. The Permit allows for the subdivision of the Land and removal/creation of easements in accordance with the Endorsed Plans.
- E. Prior to the issue of a statement of compliance for the subdivision of the Land, Condition 3 of the Permit requires the parties to enter into an agreement with Council under Section 173 of the Act, to provide for the matters referred to in that Condition.
- F. Council and the Purchaser (with the consent of the Owner) have agreed to enter into this Agreement to:
 - (a) give effect to Condition 3 of the Permit; and
 - (b) achieve and advance the objectives of planning in the State of Victoria and the objectives of the Planning Scheme.
- G. There is no mortgage encumbering the Land.

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)*;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemented to this approach;

"Commencement Date" means the date in Item 4;

"Contract of Sale" means the contract for the sale of the Land dated 14 January 2008 between the Owner (as Vendor) and the Purchaser as varied on 30 June 2009 and 25 January 2012 or any subsequent variation to the Contract of Sale;

AJ951094H

05/10/2012 \$110.30 173



- 2 -

"*Council Rates*" means the typical annual rates and charges charged to the Owner (pre-settlement of the Contract) or the Purchaser (post-settlement of the Contract) by Council in relation to the Land;

"*Council Rates Collection Period*" means the period between 1 July and 30 June the following year;

"*CPI*" means the Consumer Price Index-All Groups Melbourne or if this index is not available, such other index that represents the cost of living in Melbourne, as Council may reasonably determine; "*Item*" means an item in the Schedule;

"*Land*" means the land described in Item 2;

"*Levy*" means an annual parks and open space maintenance levy as described in clauses 6.1(a)-(f) of this Agreement;

"*Lot*" means any lot created by the subdivision of the Land;

"*Owner*" means the person referred to in Item 3, and any person entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

"*Purchaser*" means the person referred to in Item 1, and any person who post-settlement of the Contract becomes entitled from time to time to be registered as proprietor of an estate in fee simple of the Land or any part of it;

"*Permit*" means Planning Permit Number PLN11/0631 (amended) issued on 23 December 2011 and any subsequent amendment thereto;

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

"*Planning Scheme*" means the Greater Dandenong 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;

"*Schedule*" means the schedule forming part of this Agreement; and

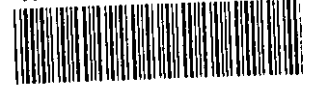
"*Termination Date*" means the date in Item 5.

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 Purchaser comprises more than one person, this Agreement binds them jointly and each of them severally.

AJ951094H

05/10/2012 \$110.30 173



- 3 -

- 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 Purchaser 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

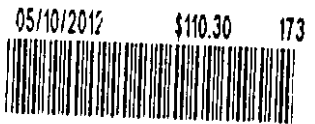
The obligations of the Purchaser under this Agreement take effect as covenants which are annexed to and run at law and equity with the Land to bind the Purchaser and each successor, assignee or transferee of the Purchaser, the registered proprietor, the mortgagee in possession and the beneficial purchaser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

5. Successors in Title

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

- 5.1 give effect to and do all acts and sign all documents which may be required for the Purchaser's successors to give effect to this Agreement; and
- 5.2 with the exception of Hydrox Nominees Pty Ltd ACN 139 262 123, execute a deed agreeing to be bound by the terms of this Agreement as if the Purchaser's successors were named as the Purchaser under this Agreement.

AJ951094H



- 4 -

6. Covenants of the Purchaser

The Purchaser:

6.1 of each Lot must pay to Council the Levy which:

- (a) is for the purpose of assisting Council's maintenance of the substantial open space network in the locality of the Land;
- (b) is in addition to Council Rates;
- (c) will be an ongoing annual levy charged and levied as part of Council's annual Council Rates collection process;
- (d) will first be payable as from the first Council Rates Collection Period after such Lot is created by the subdivision of the Land or any part of it;
- (e) as at April 2009 is \$350.00; and
- (f) may be varied by Council in accordance with CPI.

6.2 acknowledges and agrees that any Levy amount due but unpaid by the due date shall incur interest at the rate as specified on the Council Rates notice and any payment made shall be first directed to payment of interest and then the principal Levy amount owing.

6.3 agrees that in consideration of monies owed to Council pursuant to clause 6.2 of this Agreement, a charge is created in Council's favour over the Lot until the payment of any outstanding Levy and interest;

6.4 must allow pedestrian and/or vehicle access between the Lots by not erecting any fencing or other similar barrier along that part of the length of the title boundary between Lots 1 and 2 which is shown hatched on the plan attached at Appendix 1 of this Agreement;

6.5 must bring this Agreement to the attention of any mortgagee of the Land and of any assignee, transferee, lessor, licensee or occupier of the Land;

6.6 warrants that there are no mortgages, liens, charges or other encumbrances or leases or any rights of any person, other than:-

- (a) the Purchaser; and
- (b) Hydrox Nominees Pty Ltd ACN 139 262 123 (in its capacity as future purchaser of Lot 1 pursuant to contract of sale dated 17 January 2011 or as subsequently varied);

affecting the Land not disclosed by the usual searches or notified to Council in writing before the Commencement Date;

6.7 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)*;

AJ951094H

05/10/2012 \$110.30 173



- 5 -

- 6.8 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;
- 6.9 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 but excluding any costs, expenses, losses, or damages caused by the conduct of the Responsible Authority or a person other than the Purchaser; and
- 6.10 the parties agree that each will conduct itself in a manner that assures mitigation of its loss in respect of any claim, suit, action, proceeding or judgement brought by any person;

all to the satisfaction of Council.

7. Costs

- 7.1 In accordance with Condition 3.4 of the Permit the Purchaser must pay Council, on demand and provision of a tax invoice by Council, \$950 plus GST plus reasonable disbursements incurred by Council, being the Council's costs and disbursements for the

negotiation, preparation, execution and registration of 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 1, Item 3 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

AJ951094H

05/10/2012 \$110.30 173



- 6 -

- (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 Purchaser 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 Purchaser or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner or Purchaser 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 Purchaser 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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AJ951094H

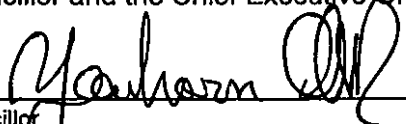
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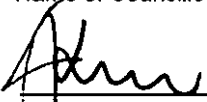
- 7 -

EXECUTED as a Deed:

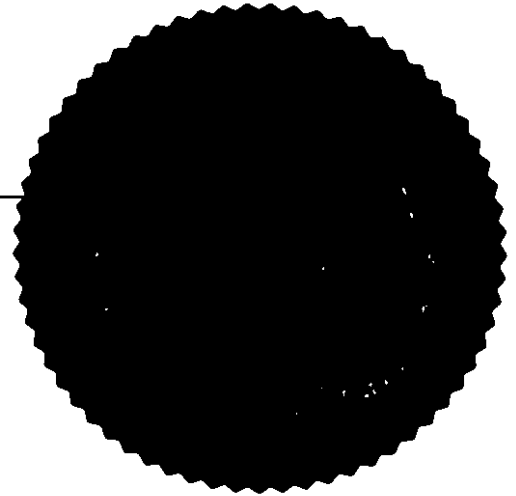
**THE COMMON SEAL of the GREATER
DANDENONG CITY COUNCIL** was affixed on
behalf of the Council in the presence of a
Councillor and the Chief Executive Officer


Councillor

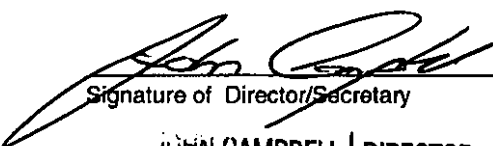
YOUHORN CHGA
Name of Councillor


Chief Executive Officer

JOHN BENNIE
Name of Chief Executive Officer

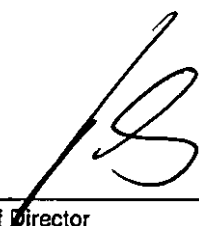


**EXECUTED by SILVERTON GROUP PTY LTD)
(A C N 2109 702 507) in accordance with the)
Corporations Act)**


Signature of Director/Secretary

JOHN CAMPBELL | DIRECTOR

Name of Director/Secretary


Signature of Director

Peter Jeremy Hicks

Name of Director

AJ951094H

05/10/2012 \$110.30 173

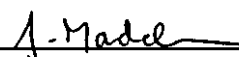


- 8 -

OWNERS' CONSENT

I, **JANNENE GAYE MADDEN** of 353 Cranbourne Road, Narre Warren, in my capacity as Legal Personal Representative of **AILEEN ISOBEL COCHRANE** and registered proprietor of that part of the Land contained in Certificate of Title Volume 8390 Folio 997, hereby consent to this Agreement and agree to assume and satisfy the Purchaser's rights and obligations under this Agreement (except clause 7) until settlement of the Contract.

SIGNED SEALED AND DELIVERED by)
JANNENE GAYE MADDEN in the presence of:)


) **JANNENE GAYE MADDEN**



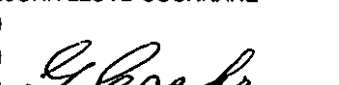
BEFORE ME
 Signature of **PETER ROBERT GEORGE MASON**
 An Australian Legal Practitioner
 (within the meaning of the Legal Profession Act 2004)
 40-42 Scott St., Dandenong Vic 3175

 Name of Witness [please print]

We, **JOHN LLOYD COCHRANE** and **GEOFFREY CLIVE COCHRANE** both of Brighton Road, Keysborough and **JANNENE GAYE MADDEN** of 353 Cranbourne Road, Narre Warren, in my capacity as Legal Personal Representative of **LEONARD GEORGE COCHRANE**, as registered proprietors of that part of the Land contained in Certificate of Title Volume 11062 Folio 471, hereby consent to this Agreement and agree to assume and satisfy the Purchaser's rights and obligations under this Agreement (except clause 7) until settlement of the Contract.

SIGNED SEALED AND DELIVERED by **JOHN LLOYD COCHRANE**, **GEOFFREY CLIVE COCHRANE** and **JANNENE GAYE MADDEN** in the presence of:


) **JOHN LLOYD COCHRANE**


) **GEOFFREY CLIVE COCHRANE**


) **JANNENE GAYE MADDEN**



Signature of Witness **BEFORE ME**
PETER ROBERT GEORGE MASON
 An Australian Legal Practitioner
 (within the meaning of the Legal Profession Act 2004)
 40-42 Scott St., Dandenong Vic 3175

 Name of Witness [please print]

AJ951094H

05/10/2012 \$110.30 173



Schedule

Item 1 Purchaser

SILVERTON GROUP PTY LTD of Level 8, Tower 1,
495 Victoria Avenue, Chatswood, New South Wales
2067 or its nominee.

Item 2 Land

486 Cheltenham Road, Keysborough, Victoria 3173
being the whole of the land in Certificates of Title
Volume 8390 Folio 997 and Volume 11062 Folio 471.
Any reference to the Land in this Agreement includes
any Lot.

Item 3 Owner

That part of the Land contained in Certificate of Title Volume
8390 Folio 997 - **JANNENE GAYE MADDEN** of 353
Cranbourne Road, Narre Warren, in capacity as Legal
Personal Representative of **AILEEN ISOBEL COCHRANE**.

That part of the Land contained in Certificate of Title Volume
11062 Folio 471 - **JOHN LLOYD COCHRANE** and
GEOFFREY CLIVE COCHRANE both of Brighton Road,
Keysborough and **JANNENE GAYE MADDEN** of 353
Cranbourne Road, Narre Warren, in capacity as Legal
Personal Representative of **LEONARD GEORGE
COCHRANE**.

Item 4 Commencement Date

The date of this Agreement

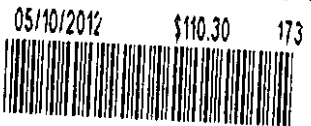
Item 5 Termination Date

The date on which Council provides written notice to the
Purchaser that all the requirements of this Agreement
have been fulfilled

Item 6 Address of Council

39 Clow Street, Dandenong, Victoria 3175

AJ951094H



Appendix 1

Plan referred to in Clause 6.4.

The plan which is attached in this Appendix 1 may have been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

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

- The Minister for Planning;
- The Responsible Authority;
- Melbourne Water Corporation; and
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with the plan attached in this Appendix 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 07/01/2026 03:41:13 PM

Status	Registered	Dealing Number	AU988520P
Date and Time Lodged	05/11/2021 01:10:39 PM		

Lodger Details

Lodger Code	18546B
Name	MACPHERSON KELLEY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	274987 Sec 173 Oct 2

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

11528/861

Instrument and/or legislation

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

Applicant(s)

Name	GREATER DANDENONG CITY COUNCIL
Address	
Property Name	MUNICIPAL OFFICE AND LIBRARY
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDENONG
State	VIC
Postcode	3175



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	GREATER DANDENONG CITY COUNCIL
Signer Name	SEBASTIAN RENATO
Signer Organisation	MACPHERSON KELLEY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 NOVEMBER 2021

File Notes:

NIL

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

Statement End.

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macpherson kelley.

macpherson kelley Pty Ltd
acn 122 450 337

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dandenong vic 3175

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dx 17501 dandenong

t: +61 3 9794 2600
f: +61 3 9794 2500

melbourne
t: +61 3 8615 9900



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT

452 Cheltenham Road, Keysborough, Victoria, 3173

Table of Contents

1. Definitions.....3

2. Interpretation4

3. Agreement Under Section 173 of the Act.....5

4. Effect of Agreement.....5

5. Successors in Title.....5

6. Covenants of the Owner6

7. Costs6

8. Notices7

9. Further Assurance7

10. No Fettering of Council's Powers.....7

11. Waiver8

12. Severability8

13. Counterparts.....8

14. Governing Law8

15. Ending of Agreement.....8

Executed as an Agreement10

Schedule11

THIS AGREEMENT is made the 27th day of October 2021

PARTIES

+ **Greater Dandenong City Council** of 225 Lonsdale Street, Dandenong, Victoria 3175
(Council)

AND

+ The party referred to in Item 1 of the Schedule (**Owner**)

RECITALS

- 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 Planning Permit.
- D. The Permit allows for the subdivision of the land.
- E. Prior to the issue of a Statement of Compliance under the Permit, the Owner must enter into an agreement with Council under section 173 of the Act to provide for the matters referred to in the Permit.
- F. Council and the Owner have agreed to enter into this Agreement to:
 - (a) give effect to Condition 5 of the Planning Permit;
 - (b) give effect to the matters referred to in recital E; and
 - (c) 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);

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 4;

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

Drainage Retention Systems means drainage works and drainage connection to the Land;

Endorsed Plans means the plans of the Land approved by Council to form part of the Permit, and includes the Plan;

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;

Mortgage means the mortgage described in Item 3;

Owner means the person 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;

Planning Permit means Planning Permit Number PLN20/0042 issued on 3 April 2020 and any subsequent amendment thereto;

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

Planning Scheme means the City of Greater Dandenong Planning Scheme;

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

Schedule means the schedule forming part of this Agreement; and

Termination Date means the date in Item 5.

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.

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

The Owner:

- (a) may only develop the Land in accordance with the Planning Permit;
- (b) 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;
- (c) must complete the development of all the land in the subdivision in accordance with the Planning Permit or any amended or subsequent permit and complete all common property, including all Drainage Retention Systems and access provisions to each lot;
- (d) 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;
- (e) 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);
- (f) 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;
- (g) 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
- (h) 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.

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;

- (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 6 or Item 7 (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 of the Act to cancel the recording of this Agreement in the register.

16. Electronic signing and exchange of documents

16.1 In relation to the electronic signing of documents:

- (a) in this clause 16.1, electronic signature means a digital signature or other visual representation of a person's handwritten signature or mark placed or typed on a copy of this Agreement by electronic or mechanical means (or any other means of electronic signing this Agreement used by agreement between the parties) and electronically signed has a corresponding meaning;
- (b) this Agreement may be electronically executed in any number of counterparts and all counterparts taken together will constitute one document;
- (c) the parties consent to this Agreement being signed by or on behalf of a party by electronic signature;
- (d) where this Agreement is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been

used to identify the person signing and to indicate that the party intends to be bound by this Agreement; and

- (e) each party consents to the exchange of counterparts of this Agreement by delivery by email to the party or its legal representative or other electronic means of exchange as the parties may agree.

16.2 In relation to the electronic exchange of documents:

- (a) parties may exchange executed counterparts of this agreement, or any other document required to be executed under this agreement, by delivery from one party to the other party by email or other electronic means (**Electronic Delivery**);
- (b) Electronic Delivery of an executed counterpart will be deemed effective delivery of the original executed counterpart, from the date and time of receipt by the other party; and
- (c) a party that provides an executed counterpart by Electronic Delivery may also provide the original executed counterpart to the other party. However, there is no obligation on a party to provide such wet ink original and a failure to do so has no effect on the formation, enforcement or validity of this agreement.

The rest of this page has intentionally been left blank

EXECUTED AS AN AGREEMENT

*Executed on behalf of the Greater Dandenong City Council under Instrument of Delegation
dated 24 August 2020 in the presence of*

Will Stewart

Signature of Witness

Jody Bosman

Signature of Delegate

will Stewart

Full name (print)

Jody Bosman

Full name (print)

The requirements for witnessing by audio visual link under section 12 of the Electronic Transactions (Victoria) act 2000 have been met.

**EXECUTED by SALTER BROTHERS – 452 CHELTENHAM ROAD KEYSBOROUGH
PTY LTD (ACN 607 208 480) in accordance with the Corporations Act 2001 (Cth)**

Robert Salter

Signature of Director

Robert Millar

Signature of Director

ROBERT SALTER

Name of Director

ROBERT MILLAR

Name of Director

The requirements for witnessing by audio visual link under section 12 of the Electronic Transactions (Victoria) act 2000 have been met.

SCHEDULE

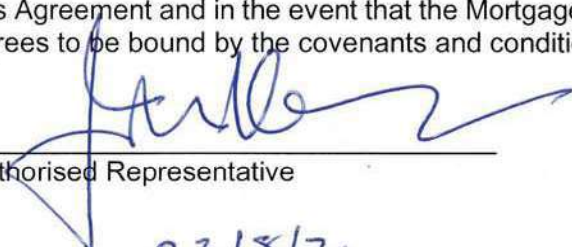
Item 1 Owner	Salter Brothers – 452 Cheltenham Road Keysborough Pty Ltd (ACN 607 208 480) of Level 9, 477 Collins Street, Melbourne, Victoria, 3000.
Item 2 Land	452 Cheltenham Road KEYSBOROUGH VIC 3173 more particularly described in Certificate of Title Volume 11528 Folio 861. Any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.
Item 3 Mortgage	Mortgage AS733236D, Australia and New Zealand Banking Group Ltd.
Item 4 Commencement Date	The date of this Agreement.
Item 5 Termination Date	The date on which Council provides written notice to the Registrar under section 183 of the Act to cancel the recording of this Agreement in the register
Item 6 Address of Council	225 Lonsdale Street, Dandenong, Victoria 3175
Item 7 Address of Owner	Level 9, 477 Collins Street, Melbourne, Victoria, 3000.

macpherson kelley.

Agreement Under Section 173 of the
Planning and Environment Act

Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee under Instrument of Mortgage No AS733236D dated 21 November 2019 consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Authorised Representative

Date

23/8/21



AU988520P



Department of Environment, Land, Water & Planning

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

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Status	Registered	Dealing Number	AS474020U
Date and Time Lodged	26/08/2019 05:01:26 PM		

Lodger Details

Lodger Code	18546B
Name	MACPHERSON KELLEY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	KWI:274987 s173 452

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

11528/861

Instrument and/or legislation

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

Applicant(s)

Name	GREATER DANDENONG CITY COUNCIL
Address	
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDENONG
State	VIC
Postcode	3175

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	GREATER DANDENONG CITY COUNCIL
Signer Name	KATHARINE CURTEIS WILLCOCKS
Signer Organisation	MACPHERSON KELLEY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	26 AUGUST 2019

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AS474020U
Number of Pages (excluding this cover sheet)	14
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AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT

452 Cheltenham Road, Keysborough, VIC 3173



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



Table of Contents

1.	Definitions.....	3
2.	Interpretation	5
3.	Agreement Under Section 173 of the Act.....	5
4.	Effect of Agreement.....	5
5.	Successors in Title.....	6
6.	Covenants of the Owner	6
7.	Costs	7
8.	Notices	7
9.	Further Assurance	8
10.	No Fettering of Council's Powers	8
11.	Waiver	8
12.	Severability	8
13.	Counterparts.....	8
14.	Governing Law	8
15.	Ending of Agreement	8
	Executed as an Agreement	9
	Schedule	10
	Annexure A – Statement of Environmental Audit.....	11



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



THIS AGREEMENT is made the 22nd day of August 2019

PARTIES

- + **Greater Dandenong City Council** of 225 Lonsdale Street, Dandenong, Victoria 3175 (**Council**)
- + The party 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 for one hundred and sixteen (116) dwellings and alteration of access to a road in a Road Zone Category 1.
- E. Prior to the commencement of the use of any building which is the subject of the Permit, Condition 17 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 any works required by the Permit, Condition 19 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 17 and 19 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);

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;

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;

Maintenance and Monitoring Obligations means the maintenance and monitoring requirements set out in the Statement of Environmental Audit, including any such obligations which arise from any reassessment of the practicability of groundwater cleanup, and all directions, terms and conditions imposed under the Statement of Environmental Audit to the satisfaction of the Council;

Owner means the person 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;

Permit means PLN17/0603.01 issued on 6 November 2017 and any amended or subsequent permit thereto;

Planning Approval means any 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;

Statement of Environmental Audit means the statement of environmental audit dated 24 July 2018 and issued by John Paul Pearce of Australian Environmental Auditors Pty Ltd, an environmental auditor for the purposes of the *Environment Protection Act 1970* (Vic), an extract of which is attached at Annexure A of this Agreement; and

Waste Management Plan means the waste management plan entered into between the parties dated 22 January 2019 for the Land approved by Council and any subsequent or amended waste management plan thereto.

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.

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 comply with the Maintenance and Monitoring Obligations specified in the Statement of Environmental Audit at all times;
- (b) must ensure that all waste generated by the use of the Land will be continually managed in accordance with the Waste Management Plan;
- (c) acknowledges and agrees that Council is under no obligation to enter the Land for the purpose of collecting waste;
- (d) acknowledges and agrees that, despite the waste collection arrangements that apply to the land, the Owner remains liable to pay the relevant waste collection levy;
- (e) 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;
- (f) 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;
- (g) 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);
- (h) 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;

- (i) 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
- (j) 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.

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;
- (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 4 or Item 5 (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



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



- (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 in accordance with the provisions of the Act.
- 15.2 As soon as reasonably practicable after this Agreement has ended Council must at the request and cost of the Owner make application to the Registrar of Titles under Section 183 of the Act to cancel the recording of this Agreement in the register.



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



EXECUTED AS AN AGREEMENT

Executed by Brett Jackson on behalf of the Greater Dandenong City Council under Instrument of Delegation dated 23 October 2017 in the presence of:

Witness

EMILY AU

Name of Witness

Delegate

Brett Jackson

Name of Delegate

EXECUTED by **SB&G – 452 CHELTENHAM ROAD KEYSBOROUGH PTY LTD ACN 607 208 480** in accordance with the *Corporations Act 2001* (Cth)

Signature of Director

Paul James Salter

Name of Director

Signature of Director/Secretary

Robert Millar

Name of Director/Secretary



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



SCHEDULE

Item 1 Owner	SB&G – 452 Cheltenham Road Keysborough Pty Ltd ACN 607 208 480
Item 2 Land	452 Cheltenham Road, Keysborough, Victoria 3173 being the whole of the land in Certificates of Title Volume 11528 Folio 861. 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 Address of Council	225 Lonsdale Street, Dandenong, Victoria 3175
Item 5 Address of Owner	Level 5, 171 Collins Street, Melbourne VIC 3000



Agreement Under Section 173 of the Planning
and Environment Act
452 Cheltenham Road, Keysborough, VIC 3173



ANNEXURE A – STATEMENT OF ENVIRONMENTAL AUDIT

AS474020U

ENVIRONMENTAL PROTECTION ACT 1970

STATEMENT OF ENVIRONMENTAL AUDIT

I, Jean Paul Pearce of Australian Environmental Auditors Pty Ltd, a person appointed by the Environment Protection Authority ('the Authority') under the Environment Protection Act 1970 ('the Act') as an environmental auditor for the purposes of the Act, having

1. been requested by Mr Steven Lawford of Silverton Group Pty Ltd, to issue a certificate of environmental audit in relation to the site located at 452 Cheltenham Road, Victoria ('the site'), owned by Atlas Capital Group Pty Ltd
2. had regard to, among other things;
 - (i) guidelines issued by the Authority for the purposes of Part IXD of the Act;
 - (ii) the beneficial uses that may be made of the site; and
 - (iii) relevant State environment protection policies/industrial waste management policies, namely:
 - SEPP (Ambient Air Quality);
 - SEPP (Waters of Victoria);
 - SEPP (Groundwaters of Victoria);
 - SEPP (Prevention and Management of Contamination of Land);
 - WMP (Siting, Design and Management of Landfills); and
 - Environment Protection (Industrial Waste Resource) Regulations 2009,

in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the site by any industrial processes or activity, waste or substance (including any chemical substance), and

3. completed an environmental audit report in accordance with section 53X of the Act, a copy of which has been sent to the Authority and the relevant planning and responsible authority.

HEREBY STATE that I am of the opinion that

The site is suitable for the beneficial uses associated with:

- Residential – low to medium density (sensitive use - other);
- Residential – high density (sensitive use – high density);
- Recreation/open space;
- Commercial; and
- Industrial Use.

subject to the following conditions attached thereto:

1. Groundwater at the site is polluted and is not suitable for any beneficial use (including Potable Water Supply; Agriculture, Parks and Gardens; Stock Watering, Primary Contact Recreation or Industrial Water Use). Groundwater must not be used for any beneficial use without prior testing and review of results by a suitably qualified

professional to confirm its suitability for the proposed use. It may be extracted for the purpose of environmental monitoring or remediation.

2. Where a basement [single or multilevel] is incorporated in any proposed future development of the site within the area of residual hydrocarbons in soil, a vapour mitigation system must be designed by a suitably qualified professional and verified by an environmental auditor appointed under Part IXD of the Environment Protection Act 1970, and this verification advised in writing to EPA and the planning authority. This area is defined by a part or whole of a basement within 10 m of the area of residual adsorbed petroleum hydrocarbon contamination as shown in Attachment 2. A vapour mitigation system is not required for basements (single or multiple) outside this area. A vapour mitigation system is not required for buildings without a basement anywhere on the site.

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, the reasons for which are presented in the environmental audit report. The terms and conditions that need to be complied with before a Certificate of Environmental Audit may be issued are set out as follows:

- Groundwater would need to be cleaned up to restore all protected beneficial uses; and
- Soil contamination would need to be cleaned up such that all relevant beneficial uses of land are restored.

Other related information:

- The Authority has determined that:
 - i). Groundwater has been cleaned up to the extent practicable; and
 - ii). The site is within a Groundwater Quality Restricted Use Zone (also known as a GQRUZ, refer to Attachment 1);
- In accordance with Clause 19(3) of State Environment Protection Policy (Groundwaters of Victoria), the Authority may require periodic reassessment of the practicability of groundwater clean up;
- Groundwater at the also site contains naturally elevated concentrations of metals, sodium, sulphate and chloride. The levels are considered typical of the natural groundwater quality surrounding the site and does not constitute pollution in accordance with Clause 10(2)(c) of State Environment Protection Policy (Groundwaters of Victoria);
- Any groundwater extracted at the site for the purpose of dewatering, construction or control of infiltration into basements is likely to be contaminated and will require disposal to sewer (potentially requiring pre-treatment) or to a licensed treatment plant, subject to the requirements of the relevant water authority;
- Groundwater monitoring bores should be decommissioned within 12 months of cessation of use in accordance with the requirements of "Minimum Construction Requirements for Water Bores in Australia", published by the Land and Water Biodiversity Committee;

- Asbestos-containing materials were found on the site and have been removed as far as practicable. Small quantities of bonded asbestos cement (AC) fragments may remain within the soil and be uncovered during excavation works. These AC fragments are not anticipated to represent a health risk to occupiers of the completed development. If encountered during future development or use of the site, any fragments must be handled and disposed in accordance with the relevant regulations;
- Scattered pieces of bricks, concrete, rubble, steel and other aesthetically offensive material have been reported at the site, and have been removed as far as practicable, but minor occurrences may remain within the soil and be exposed during excavation works, development, or occupation of the site;
- Some soil may contain odours below 3 m depth in the area of residual hydrocarbons in soil as shown in Attachment 2. This material is not considered to represent a health or ecological risk but may cause a noticeable odour if exposed during excavation works, development or occupation of the site. If this material is brought to the surface (e.g. spoil from deep foundations or swimming pool) it may be aesthetically offensive and should be disposed of off-site;
- Any off-site disposal of soil must be undertaken in accordance with relevant EPA Regulations and Guidelines (EPA Publication IWRG 621, 2009, or its relevant future revisions);
- Any soil brought onto the site should be consistent with the definition of 'Fill Material' in IWRG 621 (2009) or its relevant future revisions;
- Not all land uses for which the land is considered suitable by this audit may be allowed under the existing zoning of the City of Greater Dandenong Planning Scheme; and
- In accordance with section 53ZE of the Act, the owner/occupier of the site should provide a copy of this statement to any person who becomes or proposes to become an occupier of the site.

This statement forms part of an environmental audit report (Australian Environmental Auditors Pty Ltd, Environmental Audit Report (53X), 452 Cheltenham Road, Keysborough, Victoria, AEA Ref: EA0442, EPA Service Order No. 8005124, CARMs No. 73944-2, 24 July 2018).

Further details regarding the condition of the site may be found in the environmental audit report.

DATED 24 July 2018

Signed:

Jean Paul Pearce
ENVIRONMENTAL AUDITOR (appointed pursuant to the Environment Protection Act 1970)

Attachment 1: Proposed GQRUZ

Attachment 2: Area of residual petroleum hydrocarbons



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006158988
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	19/12/2025 to 19/12/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 818671
Situation	452 CHELTENHAM ROAD KEYSBOROUGH VIC 3173

Sections

Section 1 – Insured Property

Building: \$66,020,000
Common Area Contents: \$660,200
Loss of Rent & Temporary Accommodation (total payable): \$9,903,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

11/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Brandon Dennis O'Brien
11 Grandia Crescent
KEYSBOROUGH VIC 3173

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

11 Grandia Crescent KEYSBOROUGH VIC 3173

Tax Invoice

Owners Corporation 818671
ABN: 32 210 366 942
Date of Notice: 03/12/2025

Unit Number:	11
Lot Number:	66
Amount Due:	\$437.00

As per the Annual General Meeting minutes, the Owners Corporation Plan of Subdivision 818671 resolved pursuant to Section 31 of The Owners Corporations Act 2006 to charge 10% interest per annum (as per the Penalty Interest Rates Act 1983) on any amount payable by a lot owner that is still outstanding after the due date. Payment must be made within 28 days after the date of this notice.

Details	Admin	Maintenance	Interest	Due Date	Total
Standard Fee (01/01/26 - 31/03/26) ^	\$437.00	\$0.00	\$0.00	01/01/2026	\$437.00
Total Amount Due \$437.00					

^ Current period levies in this Tax Invoice total \$437.00. GST included is \$39.73.



Credit Card

Visit deft.com.au to pay by credit card. Payments may attract a surcharge.



Australia Post

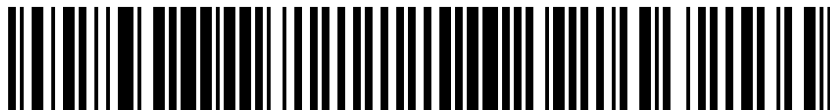
Pay in-store at Australia Post by cheque or EFTPOS. Cheques payable to OC 818671

BPAY



Bill Code: 96503
Ref: 24777480523915

Mobile & Internet Banking - BPAY
Make this payment from
your preferred bank account.



*496 247774805 23915
DEFT Reference Number 24777480523915

Important information on fees and charges

Notice is hereby given by the Owners Corporation pursuant to Section 31 of the Owners Corporation Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the due date specified below.

Please note that all overpayments will be allocated as a credit to your levy account. An administrative fee of \$25 will apply if you require a refund.

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the phone number or at the address listed on the front of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The National Debt Helpline – Debt Problems – Strata Levies (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you. If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the National Debt Helpline's find a financial counsellor page (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations 2018 (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers: These are:

- The owners corporation internal dispute resolution process
- Conciliation through the Dispute Settlement Centre of Victoria (DSCV)
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation)
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 28 calendar days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Resolving disputes through the Dispute Settlement Centre of Victoria

You can contact DSCV to seek assistance to resolve your dispute. DSCV may suggest that you use the internal dispute resolution process and may decline to consider your matter if you have not done so. It is not compulsory to seek DSCV's assistance before applying to the Victorian Civil and Administrative Tribunal (VCAT). However, DSCV may be able to help resolve the issue more quickly and at a lower cost. DSCV can only try to resolve a dispute if all parties agree to take part in this process. Visit the DSCV website (disputes.vic.gov.au)

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or go to www.vcat.vic.gov.au. Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 06/12/2021 11:54:05 AM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

The land in PS818671Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 116.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 1308 401 DOCKLANDS DRIVE DOCKLANDS VIC 3008

OC054174L 03/12/2021

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC054175J 03/12/2021

Additional Owners Corporation Information:

OC054174L 03/12/2021

Notations:

Nil Nil

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	54	54
Lot 2	53	53
Lot 3	53	53
Lot 4	66	66
Lot 5	66	66
Lot 6	53	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/12/2021 11:54:05 AM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	53	53
Lot 8	53	53
Lot 9	66	66
Lot 10	66	66
Lot 11	53	53
Lot 12	54	54
Lot 13	54	54
Lot 14	53	53
Lot 15	66	66
Lot 16	66	66
Lot 17	53	53
Lot 18	53	53
Lot 19	53	53
Lot 20	66	66
Lot 21	66	66
Lot 22	53	53
Lot 23	54	54
Lot 24	70	70
Lot 25	69	69
Lot 26	68	68
Lot 27	69	69
Lot 28	69	69
Lot 29	68	68
Lot 30	70	70
Lot 31	55	55
Lot 32	54	54
Lot 33	54	54
Lot 34	54	54
Lot 35	75	75



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/12/2021 11:54:05 AM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	75	75
Lot 37	75	75
Lot 38	76	76
Lot 39	69	69
Lot 40	69	69
Lot 41	68	68
Lot 42	69	69
Lot 43	69	69
Lot 44	70	70
Lot 45	76	76
Lot 46	73	73
Lot 47	73	73
Lot 48	54	54
Lot 49	54	54
Lot 50	54	54
Lot 51	55	55
Lot 52	73	73
Lot 53	72	72
Lot 54	73	73
Lot 55	75	75
Lot 56	75	75
Lot 57	75	75
Lot 58	75	75
Lot 59	75	75
Lot 60	75	75
Lot 61	55	55
Lot 62	54	54
Lot 63	54	54
Lot 64	54	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/12/2021 11:54:05 AM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	54	54
Lot 66	54	54
Lot 67	54	54
Lot 68	54	54
Lot 69	54	54
Lot 70	54	54
Lot 71	64	64
Lot 72	64	64
Lot 73	65	65
Lot 74	75	75
Lot 75	75	75
Lot 76	73	73
Lot 77	69	69
Lot 78	69	69
Lot 79	69	69
Lot 80	64	64
Lot 81	64	64
Lot 82	65	65
Lot 83	75	75
Lot 84	73	73
Lot 85	73	73
Lot 86	73	73
Lot 87	73	73
Lot 88	73	73
Lot 89	73	73
Lot 90	75	75
Lot 91	73	73
Lot 92	73	73
Lot 93	73	73



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 06/12/2021 11:54:05 AM

OWNERS CORPORATION 1
PLAN NO. PS818671Q

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 94	73	73
Lot 95	73	73
Lot 96	73	73
Lot 97	75	75
Lot 98	75	75
Lot 99	73	73
Lot 100	69	69
Lot 101	69	69
Lot 102	69	69
Lot 103	64	64
Lot 104	64	64
Lot 105	65	65
Lot 106	55	55
Lot 107	54	54
Lot 108	54	54
Lot 109	54	54
Lot 110	54	54
Lot 111	54	54
Lot 112	54	54
Lot 113	54	54
Lot 114	54	54
Lot 115	54	54
Lot 116	73	73
Total	7469.00	7469.00

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.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006, Owners Corporations Regulations 2018 Regulation 16

Property: 11 Grandia Crescent KEYSBOROUGH VIC

This certificate is issued for Lot 66 on Plan No. 818671

IMPORTANT: *The information in this certificate is issued on 16/01/2026. We will provide an update in writing to the levy paid-to-date without additional charges. The request must be sent to info@resiocm.com.au. A new certificate is recommended prior to settlement.*

1. The present fees for the above Lot are \$1,748 per annum for the Administrative Fund, payable Quarterly in advance. The financial year for the property is (01/10/2025 - 30/09/2026). The next Quarterly levy of \$437 is due on 01/04/2026.

The annual and quarterly fees are subject to change at each annual meeting. It is the vendor and purchaser's responsibility to obtain regular updates on fees in case anything has changed.

2. **The fees are paid up until:**
31/03/2026

3. **Unpaid fees and levies presently total:**
\$0.00 plus penalty interest of \$0.00

4. **No special fees or levies have been struck except:**
A special levy may be struck at the next Annual General Meeting if the Owners Corporation has a budget deficit this financial year.

5. **The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges are:**
None known to the Manager as at the date of the certificate.

6. **The Owners Corporation has the following insurance cover:**

Name of Insurer: CHU
Policy No: HU0006158988
Type of Policy: Building/Common Property
Expiry date: 19/12/2026
Building/Common Property: \$66,020,000.00
Public Liability: \$30,000,000.00
Office Bearers: \$5,000,000.00

7. **Has the Owners Corporation resolved that the members may arrange their own insurance under Section 61A of the Act?**
No

8. **The total funds held by the owners corporation as at 16/01/2026 is:**
Administrative Fund = \$24,459.68

9. **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies, repairs and maintenance as set out in 1-5?**
None known to the Manager as at the date of the certificate. However, the owners corporation has been notified of its legislative obligation to obtain and approve a Maintenance Plan, which has not been fulfilled at this stage. The manager will continue to remind the owners corporation of its obligation at each annual meeting until the obligation has been fulfilled.

10. **Are there any current contracts, leases, licences or agreements affecting the common property?**
Owners Corporation Management - Resi Body Corporate
Private Waste Management - Waste Wise Environmental
Towing Arrangement - Anytime Towing
Gross Pollutant Trap - Atlan Stormwater

11. Are there any agreements to provide services to lot owners, occupiers or the public?

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

12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

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

13. Is the Owners Corporation party to any legal proceedings or aware of any circumstances that may give rise to proceedings:

None known to the Manager as at the date of the certificate other than legal proceedings for the purpose of recovering arrears from lot owners.

14. The Owners Corporation has resolved to appoint a manager:

Resi Body Corporate
Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179

15. The Owners Corporation is not aware of an application or a proposal for the appointment of an administrator.

NOTE: Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register, subject to the provisions of the Owners Corporation Act 2006. Please make your request in writing to the Owners Corporation Manager noted above.

This certificate is issued on the following basis:

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. Please be advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
4. Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the Manager.

Date of issue: 16/01/2026



Alex Mirt on behalf of the Owners Corporation

Suite 2046, 44 Lakeview Drive, Scoresby VIC 3179
Phone: 03 9017 5395
info@resiocm.com.au



**Owners Corporations Regulations 2018
SCHEDULE 3**

Form 2

Owners Corporations Regulations 2018 Reg. 17

**STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE
PURCHASERS AND LOT OWNERS**

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation.

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

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

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of the fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example:

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.

(8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**452 CHELTENHAM ROAD, KEYSBOROUGH VIC 3173
EVERLEA ESTATE
Owners Corporation Plan No. 818671**

Interim Minutes of the Annual General Meeting

Venue: via Teleconference (Zoom)
Date: Wednesday 23 April 2025 at 5:30PM

Present	Lot
L & L Pellew	4
M Pace	23
P De Silva	33
A Green	45
W Tang & T Luong	47
M Allin & C Ratnam	49
H Nitinbhai	55
B O'Brien	66
N Tormey	71
J Gu	74
H Pericaud	80
A Oo	83
N Prasad	94
D Sanza	95
L & N Pakalovic	97
P Alan & R Walton	101
A Ng	102
M Coop	104
K Longalong	106
M Cheung	109
S Ninness	113
M Chau	116

Guests

K Shacklock, Resi Body Corporate
C Menahem, Resi Body Corporate

Chairperson

It was resolved to appoint K Shacklock to act as the chairperson of the meeting.

Minutes of previous annual general meeting

It was resolved that the minutes of the annual general meeting held on 30 April 2024 as presented to the meeting be confirmed as a true and accurate account of the proceedings at that meeting.

Financial statements

It was resolved to approve and adopt the statement of financial performance for the year ended 30 September 2024 and the statement of financial position as at 30 September 2024.

Fees to cover general administration and maintenance

It was resolved that pursuant to section 23 of the Owners Corporations Act 2006, an amount of \$201,000 excluding GST, if applicable, be raised to meet the anticipated expenses of the owners corporation for the financial year ending on 30 September 2025.

It was further resolved an amount of \$220,000, excluding GST, be raised to meet the anticipated expenses of the owners corporation for the financial year ending on 30 September 2026. This fund is to remain in force until the next annual general meeting.

The manager advised the meeting that, while Resi Body Corporate was able to achieve a number of substantial savings for the owners corporation, including an annual reduction in waste management fees of approx. \$19,000 and a 16% reduction on annual management fees (compared to The Knight), other factors including the anticipated insurance premium hikes and a recent increase in gardening costs, as well as the addition of other maintenance requirements (not identified by the previous management company) have contributed to the increase in annual levies.

The manager proposed a budget for the 2025-26 financial year so that the forecasted budget increase could be spread out across four (4) quarterly fees instead of whichever quarterly fees would otherwise be remaining between the next annual meeting and the end of the 2026 financial year.

Fees

The fees per unit for the quarter commencing 1st January, April, July and October.

Please see attached Schedule of Fees.

It was resolved that pursuant to section 31 of the Owners Corporations Act 2006 the manager will issue fee notices in the approved form and that the date of notice will be the production date of that notice.

Late payment of administration fund and levies

It was resolved that all charges and levies are payable within 28 days of the date of notice.

It was further resolved that the owners corporation will, pursuant to section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983. The current penalty interest rate is 10.00% p.a. which is calculated daily.

It was further resolved that the costs incurred by the owners corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, will be fully recoverable from the indebted lot owner.

This includes administrative fees charged to the owners corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

It was resolved that any owners owing more than \$700 in arrears will be taken to VCAT if payment hasn't been made 28 days after the final fee notice is issued.

Arrears as at date of meeting

The manager advised the meeting that there are five owners in arrears as at the date of this meeting.

Office bearers

It was resolved that a committee of 6 members be appointed until the next annual general meeting. The following were declared duly elected as members of the committee of the owners corporation:

<u>Name</u>	<u>Lot</u>
Y Liu	38
M Allin	49
J Yuen	56
B O'Brien	66
D Sanza	95
R Walton	101

Delegation to the committee

It was resolved that the owners corporation delegates by these minutes to the committee of the owners corporation all the powers it may properly delegate pursuant to the provisions of section 11 of the Owners Corporations Act 2006 except the removal of a manager under Part 6 of the Owners Corporations Act 2006.

Delegation to the manager

It was resolved that pursuant to section 11 of the Owners Corporations Act 2006, the owners corporation delegate powers and functions to the manager as set out in these minutes and the management agreement.

It was further resolved to appoint Resi Body Corporate as the manager of Owners Corporation No. 818761 as per the management agreement.

It is noted that Atlas Partners Pty Ltd trading as Resi Body Corporate Management holds professional indemnity cover of \$5,000,000.

Insurance

It was resolved that the manager will provide comparative quotations for insurance cover to committee members prior to renewal. Should the committee not respond prior to the due date for renewal, the manager has a standing direction to place cover with the insurer as recommended by the broker or insurer.

Insurer:	SCI	
Building	\$66,020,000	Standard excess \$2,500
Public liability	\$30,000,000	
Office bearers' liability	\$1,000,000	

Members were reminded that owners corporation insurance **does not** cover contents, owners' chattels, including carpets, inside the units. Each owner should have contents insurance which includes personal public liability. Landlords are advised to have landlord's contents cover.

Any excess applicable to a claim is paid by the party making the claim. If the claim is for damage to common property, the owners corporation will pay the excess. Where the claim is for damage to a member's lot, the excess will be paid by the member making the claim.

Damage to common property

It was resolved that the owners corporation may levy a lot owner a fee to cover the cost of damage to common property caused by a lot owner, a lot owner's lessee, or a guest or contractor of the lot owner or lot owner's lessee where the damage isn't covered by insurance or the cost of the damage is less than the excess amount payable on an insurance claim in relation to the damage.

OH&S

The manager reminded members that compliance with the occupational health & safety regulations is an ongoing obligation. Members should regularly monitor the property and advise the manager of any new issues that may arise. It was resolved not to proceed with an OH&S audit.

GENERAL BUSINESS

Payment plan pre-approval

A discussion took place regarding the current process for approving payment plans in cases where owners cannot pay their quarterly levy by the due date. The manager informed the meeting that the committee are responsible for reviewing and accepting payment plan requests and that a detailed summary of the request needs to be considered by the committee to make an informed decision. Some members expressed that they didn't feel comfortable disclosing particular information in cases where the reason for the payment plan was extremely personal, and asked if the manager could instead make that decision in those cases. The manager advised that they're not in a position to make decisions or apply their discretion on behalf of the owners corporation, specifically in the event where that decision could have a legal or financial impact on the owners corporation.

It was agreed that the committee will discuss and adopt a pre-approval process that would allow the manager to accept payment plans providing that the owner meets the criteria set by the committee.

Maintenance Plan

It is noted that the owners corporation has a legal obligation to obtain and approve a Maintenance Plan and adopt a Maintenance fund. The committee resolved to put this obligation on hold until the next annual meeting to minimise costs for the owners.

Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179
T 03 9017 5395
E info@resibc.com.au



As there was no further business to discuss, the meeting concluded at 6:36PM.

OWNERS CORPORATION PLAN NO. 818671

Kiana Shacklock
Senior Owners Corporation Manager

M 0481 464 484
E kianas@resibc.com.au

7 May 2025

Owners Corporation Plan No. 818671

Fee Schedule

<u>Lot No</u>	<u>01/10/24 to 31/12/24</u> <u>01/01/25 to 31/03/25</u> <u>01/04/25 to 30/06/25</u>	<u>01/07/25 to 30/09/25</u>	<u>01/10/25 to 31/12/25</u>
1	\$393	\$420	\$437
2	\$386	\$412	\$429
3	\$386	\$412	\$429
4	\$480	\$513	\$535
5	\$480	\$513	\$535
6	\$386	\$412	\$429
7	\$386	\$412	\$429
8	\$386	\$412	\$429
9	\$480	\$513	\$535
10	\$480	\$513	\$535
11	\$386	\$412	\$429
12	\$393	\$420	\$437
13	\$393	\$420	\$437
14	\$386	\$412	\$429
15	\$480	\$513	\$535
16	\$480	\$513	\$535
17	\$386	\$412	\$429
18	\$386	\$412	\$429
19	\$386	\$412	\$429
20	\$480	\$513	\$535
21	\$480	\$513	\$535
22	\$386	\$412	\$429
23	\$393	\$420	\$437
24	\$509	\$544	\$567
25	\$502	\$536	\$559
26	\$495	\$528	\$551
27	\$502	\$536	\$559
28	\$502	\$536	\$559
29	\$495	\$528	\$551
30	\$509	\$544	\$567
31	\$400	\$427	\$445
32	\$393	\$420	\$437
33	\$393	\$420	\$437
34	\$393	\$420	\$437
35	\$546	\$583	\$607

36	\$546	\$583	\$607
37	\$546	\$583	\$607
38	\$553	\$591	\$616
39	\$502	\$536	\$559
40	\$502	\$536	\$559
41	\$495	\$528	\$551
42	\$502	\$536	\$559
43	\$502	\$536	\$559
44	\$509	\$544	\$567
45	\$553	\$591	\$616
46	\$531	\$567	\$591
47	\$531	\$567	\$591
48	\$393	\$420	\$437
49	\$393	\$420	\$437
50	\$393	\$420	\$437
51	\$400	\$427	\$445
52	\$531	\$567	\$591
53	\$524	\$560	\$583
54	\$531	\$567	\$591
55	\$546	\$583	\$607
56	\$546	\$583	\$607
57	\$546	\$583	\$607
58	\$546	\$583	\$607
59	\$546	\$583	\$607
60	\$546	\$583	\$607
61	\$400	\$427	\$445
62	\$393	\$420	\$437
63	\$393	\$420	\$437
64	\$393	\$420	\$437
65	\$393	\$420	\$437
66	\$393	\$420	\$437
67	\$393	\$420	\$437
68	\$393	\$420	\$437
69	\$393	\$420	\$437
70	\$393	\$420	\$437
71	\$466	\$497	\$518
72	\$466	\$497	\$518
73	\$473	\$505	\$526
74	\$546	\$583	\$607
75	\$546	\$583	\$607
76	\$531	\$567	\$591
77	\$502	\$536	\$559
78	\$502	\$536	\$559
79	\$502	\$536	\$559

80	\$466	\$497	\$518
81	\$466	\$497	\$518
82	\$473	\$505	\$526
83	\$546	\$583	\$607
84	\$531	\$567	\$591
85	\$531	\$567	\$591
86	\$531	\$567	\$591
87	\$531	\$567	\$591
88	\$531	\$567	\$591
89	\$531	\$567	\$591
90	\$546	\$583	\$607
91	\$531	\$567	\$591
92	\$531	\$567	\$591
93	\$531	\$567	\$591
94	\$531	\$567	\$591
95	\$531	\$567	\$591
96	\$531	\$567	\$591
97	\$546	\$583	\$607
98	\$546	\$583	\$607
99	\$531	\$567	\$591
100	\$502	\$536	\$559
101	\$502	\$536	\$559
102	\$502	\$536	\$559
103	\$466	\$497	\$518
104	\$466	\$497	\$518
105	\$473	\$505	\$526
106	\$400	\$427	\$445
107	\$393	\$420	\$437
108	\$393	\$420	\$437
109	\$393	\$420	\$437
110	\$393	\$420	\$437
111	\$393	\$420	\$437
112	\$393	\$420	\$437
113	\$393	\$420	\$437
114	\$393	\$420	\$437
115	\$393	\$420	\$437
116	\$531	\$567	\$591
TOTAL	\$54,352	\$58,048	\$60,493

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).*
- (4) Interim resolutions become resolutions of the owners corporation—*
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

Note

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006158988
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	19/12/2025 to 19/12/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 818671
Situation	452 CHELTENHAM ROAD KEYSBOROUGH VIC 3173

Sections

Section 1 – Insured Property

Building: \$66,020,000
Common Area Contents: \$660,200
Loss of Rent & Temporary Accommodation (total payable): \$9,903,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

11/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status: Registered

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Responsible Subscriber: MINTER ELLISON

Customer Code: 19234R

Reference: 1199002 DAB DWC

OWNERS CORPORATION NOTIFICATION OF MAKING RULES SECTION 27E(1) SUBDIVISION ACT 1988 (WHEN LODGED WITH PLAN)

Applicant(s):

SALTER BROTHERS - 452 CHELTENHAM ROAD KEYSBOROUGH PTY LTD (ACN/ARBN: 607208480)
LEVEL 5 171 COLLINS STREET MELBOURNE VIC 3000

Plan Number:

PS818671Q

Owners Corporation Number:

1

Proposed rules of the Owners Corporation:

Appended

Execution:

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

Executed on behalf of SALTER BROTHERS - 452 CHELTENHAM ROAD KEYSBOROUGH PTY LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Signer Name PETER STUART MITCHELL
Signer Organisation MINTER ELLISON
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 26 November 2021

File Notes:
NIL

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

Statement End.

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Additional Owners Corporation rules

1. Definitions

1.1 Definitions

- (a) **Common Property** means the Common Property referred to on the Plan of Subdivision;
- (b) **Development** means the development of the Land, known as 452 Cheltenham Road, Keysborough, VIC 3173 (Lot 1 PS 729572N Vol 11528 Fol 861);
- (c) **Land** includes buildings and airspace; being the whole of the land described in the Plan of Subdivision;
- (d) **Law** means the provisions of any statute, Rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;
- (e) **Lot** means a part of the Land (except a road, a reserve or Common Property) shown on the Plan which can be disposed of separately and includes a Lot or accessory Lot on the registered Plan of Subdivision and a Lot or accessory Lot on a registered cluster plan;
- (f) **Manager** means the person for the time being appointed by the Owners Corporation as its manager;
- (g) **Occupier** means any tenant, licensee or other person or persons occupying the Lot;
- (h) **Owner** means the registered proprietor of a Lot;
- (i) **Owners Corporation** means an Owners Corporation that is incorporated by registration of Plan of Subdivision or a plan of strata or cluster subdivision;
- (j) **Parklands** means that part of the Common Property which is used as a park or other recreational purposes;
- (k) **Plan** or **Plan of Subdivision** means the Plan of Subdivision for the Development, being PS 818671Q;
- (l) **Rules** means these additional Rules and the model Rules of the Owners Corporation;
- (m) **Vehicle** means a motor vehicle, including but not limited to a car, motorcycle, truck, trailer or bus; and
- (n) **You** or **Your** means an Owner or Occupier.

1.2 Inconsistency with model Rules

To the extent there is any inconsistency between these additional Rules and the Owners Corporation (Model Rules) affecting the Development, these additional Rules prevail.

2. Your behaviour

2.1 General Behaviour

- (a) A Lot Owner or Occupier must take all reasonable steps to ensure that invitees of the Lot Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
- (b) You must not obstruct the lawful use and enjoyment of Common Property by any person.
- (c) You must not engage in any illegal activity on Common Property or permit a Lot affected by the Owners Corporation to be used for a purpose which may be illegal or injurious to the reputation of the Development.
- (d) You must not engage in any activity which may cause any disturbance, a nuisance or hazard to an Owner, Occupier or their family or invitees.
- (e) You must not use language or behaviour in a manner likely to cause offence or embarrassment to any person lawfully using Common Property.

2.2 Noise and nuisance control

- (a) You must not:
 - (i) create or permit any noise or behaviour, in or about the Common Property or any Lot affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - person lawfully using the Common Property; or
 - any Lot Owner, Occupier or their family and invitees.
 - (ii) use any machinery, including but not limited to a lawnmower, drill or jack hammer, in a Lot between the hours of 6.00pm and 8.00am on weekdays and on weekends and public holidays between the hours of 6.00pm and 9.00am; and
 - (iii) make or permit to be made noise from music or other source which may be heard outside the Lot between the hours of midnight and 8.00am.

3. Use of Common Property

3.1 Your use of Common Property

- (a) You must not use Common Property or permit it to be used in a manner which:
 - (i) obstructs or interferes with the lawful use and enjoyment of the Common Property by any person entitled to use the Common Property; or
 - (ii) is in breach of these Rules.
- (b) You must not without the prior written consent of the Owners Corporation, interfere with the operation of any equipment installed on the Common Property or pertaining to the use of Common Property or any Lot.
- (c) You must not without the prior written consent of the Owners Corporation, remove any article from Common Property placed there by direction or authority of the Owners Corporation.
- (d) You must not without the prior written consent of the Owners Corporation conduct or permit the conducting of any selling or leasing agency activities in the Common Property.
- (e) You must use all reasonable endeavours to ensure that those articles that have been placed on Common Property at the direction or authority of the Owners Corporation are used only for their intended purpose and are not damaged.

3.2 Vehicles on Common Property

- (a) The Owners Corporation reserves the right to remove Vehicles in breach of any Rules relevant to Vehicles and arrange tow away of the Vehicle at Your expense and such expense being recoverable as a debt to the Owners Corporation as well as any financial penalties which the Owners Corporation may seek to impose for such breach.
- (b) You must not park within those spaces allocated for visitors parking.
- (c) You must not permit a visitor of Your Lot to use those spaces allocated for visitors parking for more than 24 hours without special permission from the Owners Corporation or the Manager.

3.3 Parklands

- (a) You must not create or permit any noise or behaviour, in or about the Common Property affected by the Owners Corporation, that is likely to interfere with the quiet enjoyment and amenity of any:
 - (i) person using the Common Property; or
 - (ii) any Lot Owner, Occupier or their family and invitees.

- (b) Make or permit to be made noise from music or other source at the Parklands between the hours of 8.00pm and 8.00am, without prior written consent of the Owners Corporation.
- (c) A Lot Owner or Occupier must take all reasonable steps to limit the number of invitees attending an event (such as a party but not limited to a party) on the Parklands to 20 persons.
- (d) Should the number of invitees at an event at the Parklands exceed 20 persons, the Owners Corporation shall be notified in advance for its approval, and if advance notice is not foreseeable, as soon as possible after the Lot Owner or Occupier becomes aware.
- (e) The Owners Corporation may approve the event and may require security to be present (at the cost of the Lot Owner or Occupier) or require a bond to be provided as security for damage to common property or common services.

3.4 Appearance of Your Lot

- (a) You must not, without prior consent of the Owners Corporation:
 - (i) keep anything in Your Lot or the boundary of Your Lot that is visible from outside the Lot and which is not in conformity with the general appearance and keeping of the Development;
 - (ii) attach or hang from the exterior of Your Lot any aerial, speaker, acoustic device, TV Screen or any security device or wires;
 - (iii) install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;
 - (iv) construct or erect any shed, storage cage, enclosure or structure of any nature or description on a balcony, car park space or terrace garden area forming part of Your Lot;
 - (v) in any way alter the external façade or exterior appearance of Your Lot by any addition of whatever nature, change of colour, finish or decoration of any external wall or woodwork or fencing of Your Lot;
 - (vi) install any signage including, but not limited, 'for lease', 'for sale' or auction boards and placards; or
 - (vii) A Lot Owner or Occupier must follow any guidelines approved by the Owners Corporation in relation to the use of the barbeque area.
- (b) You must not, other than as permitted by the Owners Corporation, install or allow the installation of any:
 - (i) awnings; or
 - (ii) external curtains, blinds or other window furnishings,

where such installations have the effect of changing the façade or external appearance of the Building. You must seek written approval from the Owners Corporation to install such window furnishings, the following information must be submitted:

 - the location of the installation within the lot;
 - the installer's public liability insurance; and
 - the colour, style and materials proposed to be installed.
- (c) You must not:
 - (i) allow any glazed portions of Your Lot or the Common Property that surrounds the Lot, to be tinted or otherwise treated with the affect that the visual characteristics of the glazing will change; or
 - (ii) hang or permit to be hung any items including but not limited to clothes, laundry and bedding on any part of the exterior of Your Lot so as to be visible from outside Your Lot or on any part of Common Property.
- (d) You may install a reasonable locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent the entry of animals or insects, if the device, screen or

barrier is soundly built. The installation must be consistent with the colour, style and materials of the Development, and must not interfere with the use by other Owners and Occupiers of their Lots and/or the Common Property. The Owner of any such device, screen or barrier must keep it in good repair at all times.

- (e) The Owners Corporation may implement a Window Furnishing Policy in support of the continuous external appearance of the development and to ensure approved lot window furnishings remain consistent with the colour, style and materials of the Development.

4. Waste disposal

- (a) You must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Owners or Occupiers of other Lots.
- (b) You must not leave, deposit or throw garbage onto Common Property.
- (c) You must, at all times, comply with the Owners Corporation's Rules and / or directions with respect to the depositing of garbage, but otherwise You must comply with the following directions:
 - (i) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (ii) recyclable items being without limitation, paper, cardboard and plastic, must be stored in the area designated by the Owners Corporation;
 - (iii) all waste bins must be approximately 1.5 metres in distance from the Lot boundary to allow for uninterrupted pedestrian passage (or at such other area designated by the Owners Corporation); and
 - (iv) the bins are to be placed within the Lot within 24 hours of collection.

5. Common Property roads

- (a) You must not do or permit anything which would obstruct any part of the Common Property roads.
- (b) The Owners Corporation may make regulations concerning the use of the Common Property roads.
- (c) The Owners Corporation may take measures to protect and secure the Common Property roads and without limitation may:
 - (i) close off or restrict access to Common Property roads in the event of an emergency; and
 - (ii) install and operate on Common Property street lighting, audio visual security cameras and other surveillance equipment for the security of Common Property and /or Lots.
- (d) You must abide by any regulations imposed or action taken by the Owners Corporation under this additional Rule 5.
- (e) You must comply with all road rules applicable to the Common Property roads.
- (f) You must not:
 - (i) do anything which may prejudice the security and safety of Common Property; or
 - (ii) interfere with any street lighting, security cameras or surveillance equipment.

FORM 16

Building Act 1993

BUILDING REGULATIONS 2018

Regulation 192

Partial Occupancy Permit – Units 61-73

Floreancig Smith Reference N°: 201800164

Property/Project Details

Project Description	Proposed Townhouse Development						
Address	452 Cheltenham Road, Keysborough						
Lot/s	1	LP/PS	PS729572N	Volume	11528	Folio	861
Crown Allotment	A (Part)	Section	54	Parish	Dandenong	County	-
Municipal District	Greater Dandenong City Council						

Building Permit Details

Building Permit Number	Stage One Permit: 7328014846837 Stage Two Permit: 1660059483795 Amended Stage Two Permit: 1660059483795/A Stage Three Permit: 1260645946014 Stage Four Permit: 2349596441700 Stage Five Permit: 7587098992153 Stage Six Permit: 1351031736696 Stage Seven Permit: 1330634491170
------------------------	--

Date of Issue of Building Permit	Stage One Permit: 26 August 2020 Stage Two Permit: 26 October 2020 Stage Three Permit: 13 November 2020 Stage Four Permit: 26 November 2020 Stage Five Permit: 4 December 2020 Stage Six Permit: 8 February 2021 Stage Seven Permit: 17 February 2021 BCA 2016 Volume 2 Amendment 1
Version of the BCA Applicable to Building Permit	

Building Details

Construction of a new building

Building to which permit applies	Units 61-73
Permitted Use	1a & 10a
BCA Class of Building	1a & 10a
Maximum Permissible Floor Live Load	1.5kPa – Dwellings 2 kPa - Balconies
Maximum Number of People to be Accommodated	N/A

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.1.1 & P2.2.2	Reliance on Codemark Certification CM30048 Rev 7 for use of Cemintel Territory Cladding.

Conditions to which this permit is subject

Occupation is subject to the following conditions —

- Annexure A details Performance Solutions issued under Regulation 38
- This occupancy permit has been issued with a building works direction for rectification of non-compliant weephole clearances. Works to be carried out within 30 days of this Occupancy permit.

BAMS reforms – Applicant / Owner's notification required

It is the owner /applicant's duty to monitor the construction cost and maintain records of cost of work. Owner/applicant must notify the VBA of any increase in construction cost within 28 days of becoming aware of the final revised cost in accordance with Section 205KA of the Building Act. Penalty levy may apply where notification is not provided.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name

Address

Email Address:

Building Practitioner Registration No.

Signature

Viviana Floreancig**Floreancig Smith Building Surveyors****31 Dover Street****Cremorne VIC 3121****viviana@floreancigsmith.com.au****BS-U 14812**Occupancy Permit Number: **201800164/11**Date of Final
Inspection**4 July 2022**

Date of Issue:

13 July 2022

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 38

ANNEXURE A

Documentation of Determination of Performance Solution (Regulation 38)

Relevant performance requirement	Details of performance solution
CODEMARK P2.1.1 & P2.2.2	Reliance on Codemark Certification CM30048 Rev 7 for use of Cemintel Territory Cladding