Contract of Sale of Land

Property:

Unit No. _____, Lot ____49 King Street, Dandenong VIC 3175

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: PG:AW:20260131

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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)

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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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

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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.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2026

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

State nature of authority, if applicable: ....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: **49 King St Pty Ltd ACN 668355888**

State nature of authority, if applicable: ....

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: 49 King St Pty Ltd

Address:

ABN/ACN: ACN 668355888

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805

Email: peter@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20260131

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference (parent title)				being lot	on unregistered plan
Volume	7252	Folio	255		PS 922409X

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: Unit No._____ , Lot _____, 49 King Street, Dandenong VIC 3175

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

Payment

Price $

Deposit $ By (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 14th 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 residential tenancy for a fixed term ending on ..... / ..... /20.....

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 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: .....

Loan amount: no more than ..... 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.*

Planning Permit

1. The purchaser buys subject to any restrictions imposed by, under or pursuant to the provisions of the State, Regional or Local Planning Scheme or any other planning instrument, Permit Statute, Development Plan Overlay, Design and Development Overlay or subordinate legislation and without limiting the generality of the foregoing the provisions and conditions of any Planning Permit obtained or to be obtained by the Vendor in relation to the Subdivision and use of the land sold and without restricting the generality of the foregoing terms and conditions of any Agreement/s under Section 173 of the Planning and Environment Act 1987 required to be entered into by the Vendors.

Representations

2. The Purchaser acknowledges that:

   a. No information, representation, comment, opinion or warranty by the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon;

   b. There are no conditions, warranties or other terms affecting this sale other than those embodied herein.

Plan of Subdivision

3. In this clause registration period means 30 months from day of Sale.

   a. The purchaser acknowledges that the Land is a lot on a proposed plan of subdivision which has not been certified by the responsible authority or registered with the Land Titles Office in accordance with the Subdivision Act 1988 as amended

   b. The vendor shall at its own expense procure the certification and registration of the Plan. If the Plan is not registered within the Registration Period then either the Vendor or the Purchaser may, after the expiration of that period but before the registration of the Plan rescind this contract.

   c. <u>Sale of Land Act - Section 10F – Statement to Purchaser</u>

      i. The Vendor may rescind this residential off the plan Contract if the Plan is not registered within the Registration Period provided the Vendor gives the Purchaser a notice pursuant to 10B(3) of the Act 28 days before a proposed rescission of this Contract.

      ii. The Purchaser has the right to consent to the proposed rescission of this Contract but is not obliged to consent.

      iii. The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind this Contract

      iv. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

      v. Plans of works intended to affect the natural surface levels of the Land comprised in the Plan and the abutting land are annexed to this contract (if applicable).

      vi. The Vendor reserves the right to alter the natural surface levels of the Land at any time after the Day of Sale. The Vendor shall notify the Purchaser as soon as practicable of any changes to the works referred to in clause 4(c)(i).

vii. The Purchaser hereby accepts and agrees to the Vendor carrying out works to the Land and/or surrounding land as required by a Municipality or public authority or to make the Land and the surrounding land presentable. The Purchaser shall not make any requisition, objection or claim or take any action against the Vendor relating to the quality or condition of the Land (and its soil), or any change, alteration or modification thereto occurring between the Purchaser's first inspection of the Land and the Settlement Date.

viii. The Purchaser shall not make any requisition, objection, demand or claim against the Vendor in any way arising out of or relating to any ground filling which may be on the Land at the Settlement Date.

e. Until such time as the Plan has been registered by the Registrar of Titles the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the Land and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.

f.

i. The Vendor reserves the right to make any variation or alteration to the Plan that does not materially affect the Land or is made pursuant to the provisions of the Subdivisions Act 1988 (as amended) and without limiting the generality of the foregoing made pursuant to Section 37 of the Subdivisions Act 1988 (as amended) which is a requisite to the Plan being recertified by the Municipal Authority (if required) or registration by the Registrar of Titles.

ii. Section 10 (1) of the Sale of Land Act 1962 (as amended) shall not apply to this Contract in respect of the final location of any easements shown on the Plan.

Building Act Compliance

4. In accordance with Section 137E of the Building Act 1973 the Vendor either:

i. has entered into prior to the day of sale, or

ii. will enter into soon as is practicable after the day of sale

a major domestic building contract ("the building contract") for the construction of a dwelling or dwellings on the land substantially in accordance with the plans and specifications ("the plans") to be lodged with the relevant authority and or the Building Surveyor.

The purchaser acknowledges that prior to signing the contract they have inspected the various plans, drawing and specifications that form part of the Planning and Building permits to be obtained by the Vendor

Stamp Duty

5. The Vendor will at the Settlement Date provide a Statutory Declaration in accordance with revenue Ruling DA 48 issued by the State Revenue Office which will detail the dutiable land value of the property calculated in accordance with this ruling. The vendor will apply the fixed percentage method

The Purchaser acknowledges that they will be responsible to pay the amount of stamp duty as assessed by the State Revenue Office and shall not make any objection, requisition or claim nor delay settlement because of the amount of stamp duty assessed.

Deposit

6. The Deposit which shall not exceed 10% of the Price

6.1. The parties acknowledge that on receipt of any part of the Deposit the Vendor's solicitors may deposit such amount in an interest bearing account with a Bank in trust for the party ultimately entitled to it. The parties agree that following Registration of the Plan if:

i. the Purchaser becomes entitled to receipt of the rents and profits or vacant possession of the Property; or

ii. the Deposit is released to the Vendor in accordance with section 27 of the Sale of Land Act 1962; or

iii. the Vendor rescinds this Contract by reason of the Purchaser's default

then and in each such case the Vendor will be entitled to the balance of such account including interest but if this Contract is avoided lawfully by the Purchaser the Purchaser will be entitled to the balance of such account including interest.

6.2.1. No claim shall be made against the Vendor's solicitors for taxes deducted from any interest to which a party is entitled pursuant to this special condition as a result of failure by that party to provide his tax file number.

Foreign Investment Review Board

7. The Purchaser warrants that:

i. the Purchaser is not required to give notice to the Treasurer of its intention to purchase the Property under section 26A of the Foreign Acquisition and Takeovers Act 1975; or

ii. if the Purchaser is required to give notice to the Treasurer of its intention to purchase the Property under section 26A of the Foreign Acquisition and Takeovers Act 1975 then the Purchaser warrants that it has obtained Foreign Investment Approval.

a. The Purchaser indemnifies the Vendor against any costs liability, loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's breach of warranty referred to in this special condition:

b. The Vendor may obtain approval from the Treasurer of Australia to sell not more than 50% of the Lots on the Plan to a Foreign Person. In order to permit the Vendor to comply with its obligations to the Treasurer of Australia, the Purchaser must within fourteen days of receiving a request from the Vendor, give to the Vendor's solicitors a statement showing:

i. the name, citizenship and ordinary residential address of any Purchaser who is a natural person;

ii. if the Purchaser is a company, the names, citizenship and ordinary residential addresses of all directors and shareholders of the Purchaser;

iii. if the Purchaser is acting as trustee, the names, citizenship and ordinary residential addresses of all principal beneficiaries of the trust

iv. whether or not the Purchaser is a Foreign Person; and

v. any other relevant information reasonably required by the Vendor.

c. The Purchaser agrees that if any of the particulars given under paragraph (c) of this special condition change before the Settlement Date, then the Purchaser must give a further statement to the Vendor's solicitors within five Business Days of the change occurring;

d. If the Purchaser fails to deliver a statement as required by paragraphs (c) and (d), that failure amounts to a fundamental breach of this Contract, entitling the Vendor to terminate this Contract and forfeit the Deposit.

Resale

8. Except with the written consent of the Vendor, the Purchaser must not prior to settlement sell, agree to sell or agree to transfer the Property. (which the Vendor may withhold at its sole discretion).

Services

9. The purchaser acknowledges and agrees that the purchaser will be liable for all costs associated with connection of electricity, water, gas (if applicable), data and telephone ('utilities') to the property and the vendor is under no obligation to arrange for connection of the utilities. If the vendor does arrange for the provision of any or all of the utilities, the purchaser must allow, by way of adjustment at settlement, their proportion of the cost incurred by the vendor in arranging the connection.

No representations

10. It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 7.4(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 1.14 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

13.2 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.

13.10 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 and INDEMNITY

I/We, ...of .....…….....

and .....of …….....

being the **Sole Director** / **Directors** of .....……..... ACN ….....

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ...…….... day of ...……..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	49 King St Pty Ltd ACN 668355888
Property:	Unit _____, Lot _____, 49 King Street, Dandenong VIC 3175

VENDORS REPRESENTATIVE
Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: PG:AW:20260131

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

The Purchaser acknowledges that the property is a lot on an unregistered Plan of Subdivision and particulars of the outgoings affecting the property are not available at this stage. Outgoings shall be apportioned in accordance with the Contract of Sale but are not expected to exceed **$3,500.00 per** annum per lot.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

   Yes ☐ No ☒

2. The AVPCC number is; 101
3. The Entry Date of the land was; not applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land I s not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Greater Dandenong City Council Planning Scheme
Responsible Authority: Greater Dandenong City Council
Zoning: General Residential Zone
Planning Overlay/s: Not applicable

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Owners Corporation will be formed upon registration of the Plan of Subdivision.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	**Status**
Electricity supply	**Not Connected**
Gas supply	**Not Connected**
Water supply	**Not Connected**
Sewerage	**Not Connected**
Telephone services	**Not Connected**

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 7252 Folio 255
2. Plan of Subdivision LP17764
3. Proposed Plan of Subdivision
4. Planning Permit PLN17/0615
5. Endorsed Plan
6. Materials and Finishes Schedule

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

Name of the Vendor

49 King St Pty Ltd

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

×

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

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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 07252 FOLIO 255 Security no : 124131544804V
Produced 22/01/2026 01:06 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 017764.
PARENT TITLE Volume 07222 Folio 393
Created by instrument 2206126 04/04/1949

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
49 KING ST PTY LTD of UNIT 8108 228 LA TROBE STREET MELBOURNE VIC 3000
AX034749B 11/07/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP017764 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: 49 KING STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 17032Q MJ CONVEYANCING
Effective from 11/07/2023

DOCUMENT END

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LP 17764

EDITION 1

PLAN MAY BE LODGED 18/12/47

PLAN OF SUBDIVISION OF PART OF CROWN PORTION 47 PARISH OF DANDENONG COUNTY OF BOURKE

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

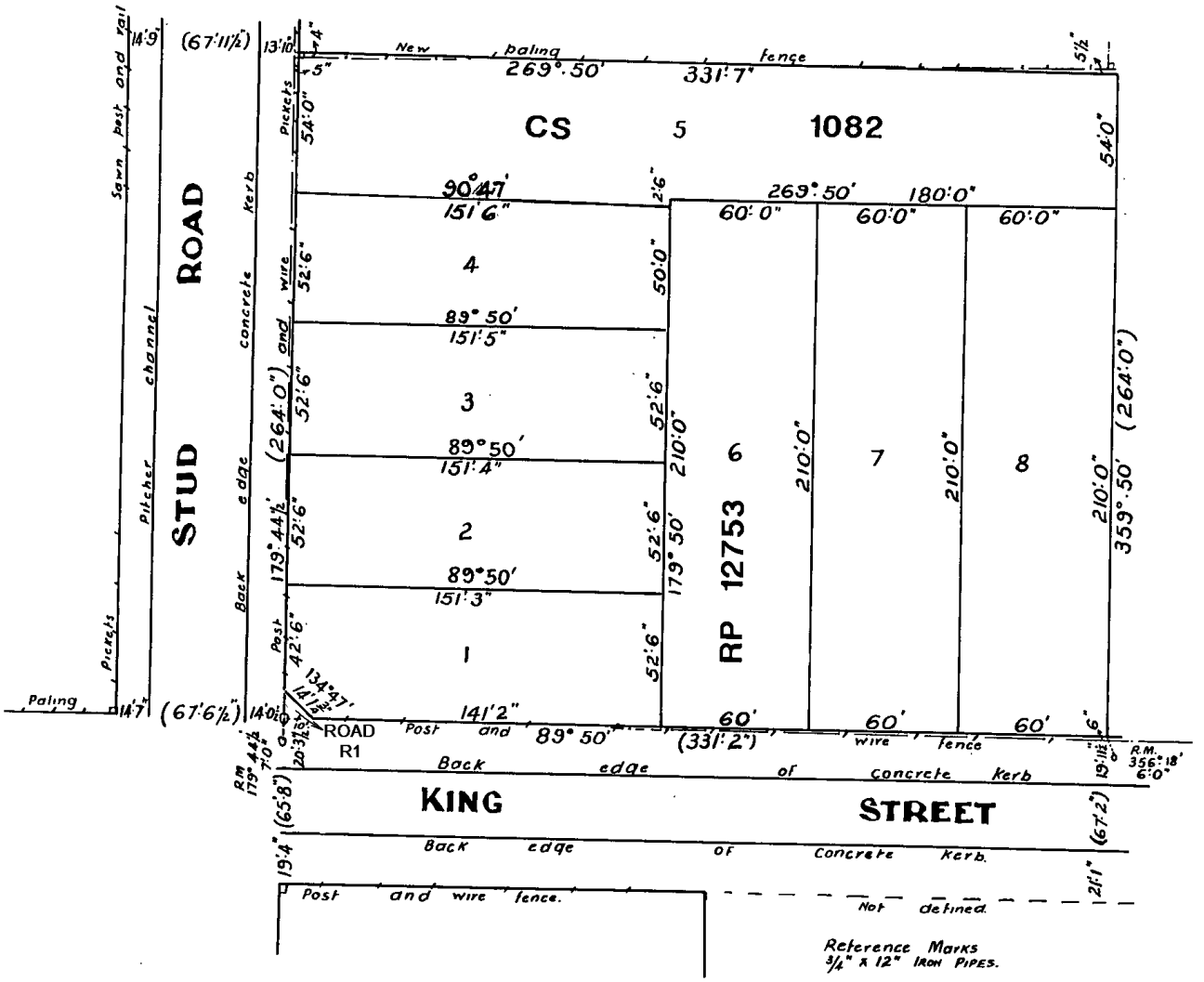
Vol. 2392 Fol. 400

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

FOR APPURTENANT EASEMENTS SEE CERTIFICATE OF TITLE VOL. 2392 FOL. 400

COLOUR CODE

BL=BLUE	G=GREEN
R1=BROWN	P=PURPLE
Y=YELLOW	R=RED
H=HATCH	CH=CROSS HATCH



WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

PLAN OF SUBDIVISION

EDITION 1 | PS922409X

LOCATION OF LAND

PARISH: DANDENONG

TOWNSHIP: --------
SECTION: ---------
CROWN ALLOTMENT: --------
CROWN PORTION: 47 (PART)
TITLE REFERENCE: VOL.7252 FOL.255

LAST PLAN REFERENCE: 7\LP17764

POSTAL ADDRESS: 49 KING STREET
DANDENONG, 3175

MGA2020 CO-ORDINATES E 343 860 N 5 794 540 ZONE: 55

COUNCIL NAME: GREATER DANDENONG

VESTING OF ROADS AND/OR RESERVE

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS

Boundaries shown by thick continuous lines are defined by buildings.
Location of boundaries defined by buildings:
Median: The boundaries marked 'M'.
Exterior Face: All other boundaries.

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

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY This plan is based on survey.

STAGING This is not a staged subdivision.
Planning Permit No.

Area of Site: 1171m²
No. of Lots: 11

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF

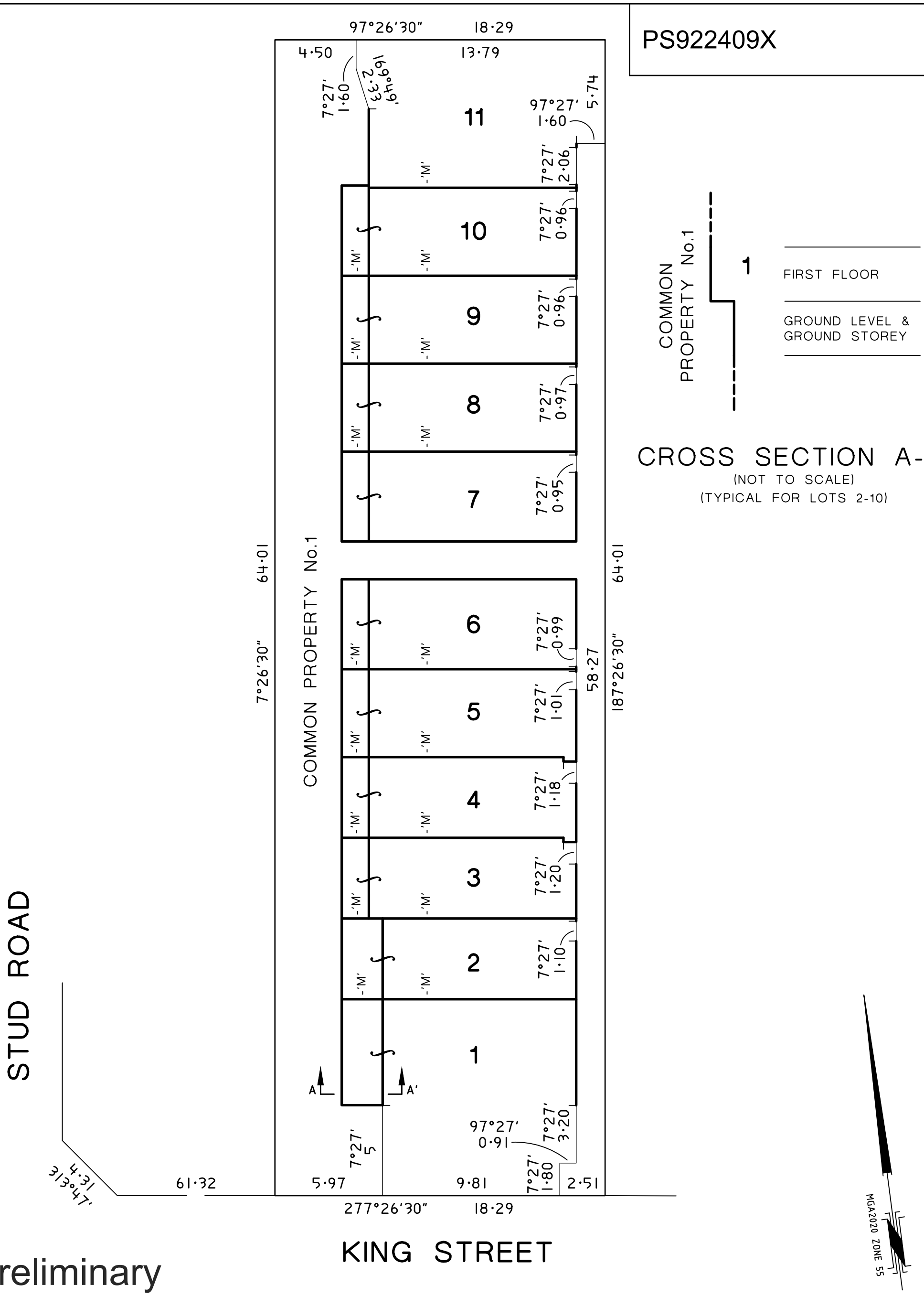
JCA LAND CONSULTANTS
The Subdivision Specialists
Suite 9, 303 Maroondah Hwy, Ringwood VIC 3134
T: 03 9735 4888 E: jca@jcalc.com.au www.jcalc.com.au

REF. 31603 VERSION 02

ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR : CAMERON CHARLES MITCHELL
07/10/25
LZ

PS922409X



CROSS SECTION A-A'

(NOT TO SCALE)
(TYPICAL FOR LOTS 2-10)

Preliminary

IMPORTANT NOTE:
BOUNDARIES AND AREAS SHOWN ON THIS PLAN ARE BASED ON THE ARCHITECTURAL PLANS PROVIDED AND HAVE NOT BEEN CONFIRMED ON SITE.

JCA LAND CONSULTANTS
The Subdivision Specialists
Suite 9, 303 Maroondah Hwy, Ringwood VIC 3134
T: 03 9735 4888 E: jca@jcalc.com.au www.jcalc.com.au

REF. 31603

VERSION 02

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 2

LICENSED SURVEYOR : CAMERON CHARLES MITCHELL
07/10/25
LZ

OWNERS CORPORATION SCHEDULE

PS922409X

Owners Corporation No.	1	Plan No.	PS922409X

Land affected by Owners Corporation — Lots: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

Totals	Entitlement	Liability
This schedule	11	1100
Balance of existing OC		
Overall Total	11	1100

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	1	100									
2	1	100									
3	1	100									
4	1	100									
5	1	100									
6	1	100									
7	1	100									
8	1	100									
9	1	100									
10	1	100									
11	1	100									

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The Subdivision Specialists
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T: 03 9735 4888 E: jca@jcalc.com.au www.jcalc.com.au

Surveyors file reference: 31603
Version: 02
Date: 07/10/25

ORIGINAL SHEET
SIZE: A3

ANTHONY PETER RALPH

AMENDED PLANNING PERMIT

Permit No.:	PLN17/0615
Planning Scheme:	Greater Dandenong Planning Scheme
Responsible authority:	Greater Dandenong City Council
Address of the land:	49 King Street DANDENONG VIC 3175 (Lot 7 LP 17764 Vol 7252 Fol 255)

THE PERMIT ALLOWS:

Planning scheme clause	Matter for which the permit has been granted
Clause 32.08-7	To construct two or more dwellings on a lot

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

This permit has been amended as follows:

Date of issue of amendment	Brief description of amendment	Name of responsible authority that approved the amendment	Section of the Act under which the permit has been amended
PLA21/00024			
29 June 2021	Amendment of Condition 1d, 1f, and 2j pursuant to Section 72 of the Act Deletion of Condition 1k pursuant to Section 72 of the Act Deletion of Condition 2i Deletion of Condition 2j pursuant to Section 72 of the Act Amendment and Endorsement of Plans and Documents pursuant to Section 72 of the Act	City of Greater Dandenong	Section 74

Continued…

Conditions Continued

Date of issue of amendment	Brief description of amendment	Name of responsible authority that approved the amendment	Section of the Act under which the permit has been amended
PLA24/0024			
	Amendment to Permit Preamble pursuant to Section 72 of the *Act* Deletion of Condition 1 (a), (b), (c), (d) and (g) pursuant to Section 72 of the *Act* Deletion of Condition 2 (f) pursuant to Section 72 of the *Act* Amendment of Condition 1 (f), Condition 2 (g), Condition 3, 4, 9 and 11 pursuant to Section 72 of the *Act* Addition of Condition 1 (p), pursuant to Section 72 of the Act. Addition of Condition 1 (q) – (x) inclusive, Condition 2 (k) and (l) and Condition 21 – 30 inclusive pursuant to Section 72 of the *Act* Amendment of assessed Plans and Documents pursuant to Section 72 of the Act	City of Greater Dandenong	Section 75

1 Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The amended plans must be drawn to scale with dimensions and 3 copies must be provided. The amended plans must be generally in accordance with the plans submitted and assessed with the application but modified to show:

(a) Deleted.

(b) Deleted.

(c) Deleted.

(d) Deleted.

Continued…

(e) A 500mm trellis along the western fenceline between the shed in the secluded private open space of Unit 2/47 King Street and the boundary to Unit 1/47 King Street.

(f) All first floor and second floor habitable room windows on the east and west elevations to be provided with screening measures to a minimum 1.7 metres above FFL;

(g) Deleted.

(h) Location of all retaining walls for the proposed cut and fill.

(i) Proposed ground line to be correctly nominated to the western elevation.

(j) The location of the 15,000L rainwater tank services the development toilets as per the SMP.

(k) Deleted.

(l) Location of the specified secure bicycle parks in the car parking area as per the SMP.

(m) Location of the outdoor clotheslines as per the SMP.

(n) Landscape plans in accordance with Condition 2.

(o) Any changes associated with the revised SMP pursuant to Condition 3.

(p) First floor balcony for Dwelling 1 setback a minimum 5 metres from King Street, in line with the ground floor level;

(q) All screening to all first floor balconies to be at a minimum height of 1.7 metres above FFL;

(r) The minimum 1.7 metre height above FFL of screening measures nominated on all elevations;

(s) Sensor lighting to be provided above each entryway for all dwellings;

(t) Tree protection fencing, in accordance with Condition 21;

(u) Tree protection measures, in accordance with Conditions 22 – 23.

(v) An amended Waste Management Plan (WMP) in accordance with Condition 25;

(w) The designated bin storage area and presentation point on the nature strip, with a minimum clearance of any street trees or fixtures, as per Council guidelines and the WMP; and

(x) An Arboricultural Impact Assessment, in accordance with Condition 24.

When approved, these plans will be endorsed and will form part of this permit.

Continued…

2 Before the endorsement of plans under Condition 1, and before any trees or vegetation is removed, an amended landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The amended landscape plan must be prepared by a person or firm with suitable qualifications to the satisfaction of the Responsible Authority, drawn to scale with dimensions and two (2) copies must be provided. The amended landscape plan must be generally in accordance with the landscape plan submitted with the application but modified to show:

(a) Plans to accord with Condition 1 of this permit.

(b) The site at a scale of 1:100/200, including site boundaries, existing and proposed buildings, neighbouring buildings, car parking, access and exit points, indicative topography and spot levels at the site corners, existing and proposed vegetation, nature strip trees, easements and landscape setbacks.

(c) Details of the proposed layout, type and height of fencing;

(d) Legend of all plant types, surfaces, materials and landscape items to be used including the total areas of garden and lawn;

(e) A plant schedule giving a description of botanical name, common name, mature height and spread, pot size, purchase height (if a tree) and individual plant quantities;

(f) Deleted.

(g) At least two (2) advanced canopy trees planting to the front boundary of the subject land.

(h) Fastigiated planting options for the sites side boundaries to improve establishment to maturity. Such trees shall be deciduous to allow light penetration in winter.

(i) Deleted.

(j) Any deck areas within the secluded open space to be on a permeable base.

(k) Tree protection fencing, in accordance with Condition 21;

(l) Tree protection measures, in accordance with Conditions 22 – 23.

When approved, the amended landscape plan will be endorsed and will form part of this permit.

The provisions, recommendations and requirements of the landscape plan must be implemented and complied with to the satisfaction of the Responsible Authority.

Landscaping in accordance with the endorsed landscaping plan and schedule must be completed before the building is occupied.

Continued…

3 Prior to the endorsement of plans under condition 1, the applicant is to submit a revised Sustainable Design Assessment to the satisfaction of the Responsible Authority. The revised SDA must be in accordance with the design initiatives, commitments and environmental performance inputs included in the SDA (prepared by LID consulting, dated 19 June 2024) but modified to include:

3.1. Confirmation of the hot water system type in accordance with any changes under condition 1. Any changes from the current specification of heat pump will require an update to the energy section of the SDA and BESS.

4 The provisions, recommendations and requirements of the endorsed SDA must be constructed and complied with to the satisfaction of the responsible authority. No alterations are to occur without prior written consent from the responsible authority.

5 Prior to the occupation of the development, approved under this permit, a report from the author of the Sustainability Management Plan (SMP) approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority. The report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SMP have been implemented in accordance with the approved plan.

6 Unless no planning permit is required, except with the prior written consent of the Responsible Authority, the layout of the land and the size, design and location of the buildings and works permitted must always accord with the endorsed plan and must not be altered or modified.

7 Except with the prior written consent of the Responsible Authority, the approved building must not be occupied until all buildings and works and the conditions of this permit have been complied with.

8 Provision must be made for the drainage of the site including landscaped and pavement areas, all to the satisfaction of the Responsible Authority.

9 Letterboxes and all other structures (including fencing and landscaping) must be constructed to a maximum height of 900mm or relocated clear of a splayed area (2m x 2.5m) along the frontage road at access points in accordance Clause 52.06-8 of the Greater Dandenong Planning Scheme.

10 The connection of the internal drainage infrastructure to the Legal Point of Discharge must be to the satisfaction of the Responsible Authority.

11 Collected stormwater must be retained onsite and discharged into the drainage system to the satisfaction of the Responsible Authority.

12 Approval of drainage plan including any retention system within the property boundary is required.

13 Before the approved building is occupied, all piping and ducting above the ground floor storey of the building, except downpipes, must be concealed to the satisfaction of the Responsible Authority.

Continued…

14 Access to the site and any associated roadwork must be constructed to Council Standard SD306, all to the satisfaction of the Responsible Authority. Any existing vehicle crossing will need to be removed and reinstate with kerb in accordance with Council Standards.

15 Service units, including air conditioning/heating units, must not be located on any of the balcony areas or where they will be visible from any public area.

16 Except with the prior written consent of the Responsible Authority, floor levels shown on the endorsed plan*/s* must not be altered or modified.

17 Before the approved building is occupied, the development must be provided with external lighting capable of illuminating access to each garage, car parking space and pedestrian walkway. Lighting must be located, directed and shielded to the satisfaction of the Responsible Authority so as to prevent any adverse effect outside the land.

18 Before the approved building is occupied, all boundary walls in the development must be constructed, cleaned and finished to the satisfaction of the Responsible Authority.

19 Before the approved building is occupied, the obscure glazing to the windows shown on the endorsed plans must be provided through frosted glass or similarly treated glass. Adhesive film or similar removable material must not be used.

All glazing must at all times be maintained to the satisfaction of the Responsible Authority.

20 Before the approved building is occupied, the privacy screens and other measures to prevent overlooking as shown on the endorsed plans must be installed to the satisfaction of the Responsible Authority.

All privacy screens and other measures to prevent overlooking as shown on the endorsed plans must at all times be maintained to the satisfaction of the Responsible Authority.

21. Before the approved development starts, the existing Council owned street tree located along King Street must, to the satisfaction of the Responsible Authority, be suitably marked in a “Tree Protection Zone” with the Tree Protection Zones:

21.1. Adequately protected from damage during construction;

21.2. Be provided with tree protection fencing which is located:

- To the kerb to the south
- To the footpath to north (without obstructing the footpath);
- 3 metres east; and
- 3 metres west.

Continued…

21.3. Having fencing at least 1.2 metres high and constructed of steel pickets and orange safety mesh or similar. The Tree Protection Fence must remain in place until construction is completed;

21.4. Having the ground surface covered by a 150mm deep layer of mulch before the development starts, and this must be watered regularly.

22. Any building footings located within the Tree Protection Zone must be constructed using a tree sensitive design (e.g. a pier and beam with the beam at grade, screw piles, a waffle pad or a slab without an edge beam). The locations of all pier holes within the Tree Protection Zone must be identified and hand dug under the supervision of a qualified Arborist to the satisfaction of the Responsible Authority.

23. Except with the prior written consent of the Responsible Authority and under the supervision of a consulting qualified Arborist, the following must not occur within the Tree Protection Zones:

23.1. vehicular or pedestrian access;

23.2. trenching or soil excavation; and

23.3. storage or dumping of tools, equipment or waste, including stockpiled soil and building debris;

All to the satisfaction of the Responsible Authority.

24. Prior to the endorsement of Condition 1 plans, the applicant is to submit an Arboricultural Impact Assessment, prepared by a suitably qualified professional, including the following:

24.1. details of trees within the vicinity of the proposed works;

24.2. an existing condition plan and a proposed development plan, to scale, showing the location of existing trees. The plans must show the SRZ and TPZ of all trees assessed. The plan must also indicate the areas of encroachment from the proposal from any building, driveway or hard landscaping, or any areas of significant level changes (cut & fill).

24.3. a section describing the impacts of the development on the assessed trees. The assessment must detail how the impact may be minimised for any trees on adjoining land (street trees and neighbouring property trees).

24.4. suitable tree management and protection recommendations for all trees to be retained. These must be specific for each tree identified for retention and/or protection.

Continued…

24.5. If major encroachment (greater than 10%) occurs to any tree to be retained or protected and its ability to remain in the landscape cannot be adequately justified (in accordance with Clause 3.3.4 of the Australian Standard AS4970), Council may request a Non-Destructive Root Investigation (NDRI) to be undertaken. Such investigations may only be carried out using Air Spade, Hydro excavation or by manual hand excavation. All investigations must be undertaken or supervised by a suitably qualified Arborist. The guidance notes for NDRI Investigations are to be used for all reporting requirements.

24.6. All information must be consistent with the Australian Standard AS-4970-2009, Protection of Trees on Development Sites.

25. The provisions, recommendations and requirements of the endorsed Arboricultural Impact Assessment must be complied with to the satisfaction of the responsible authority. No alterations are to occur without prior written consent from the responsible authority.

26. Prior to the endorsement of Condition 1 plans, the applicant is to submit a revised Waste Management Plan (WMP) to the satisfaction of the Responsible Authority. The revised WMP must be in accordance with the initiatives and commitments included in the WMP (prepared by PM Low Impact Development Consulting, dated 21 March 2024) but modified to include the following:

26.1. Ownership of garage bins and individual recycle/garden waste bins must be in accordance with Council standards (all waste streams must have shared bin arrangement);

26.2. All waste bins must be managed by the owners corporation (OC);

26.3. The OC manager must appoint a person to present the bins to be collected from the nature strip, then returned after being emptied;

26.4. The waste storage area is to be screen from the street view and large enough to accommodate the full allocation of bins required;

26.5. Specifying the location for the designated bin storage area and presentation point on the nature strip, with a minimum clearance of any street trees or fixtures, as per Council guidelines;

26.6. The garden waste bin allocation must be reconsidered, as there is no substantial open space and the capacity noted in the WMP would not be required.

27. The provisions, recommendations and requirements of the endorsed WSP must be complied with to the satisfaction of the responsible authority. No alterations are to occur without prior written consent from the responsible authority.

Fire Rescue Victoria Conditions:

28. Before occupancy of any dwelling, operable above or below ground fire hydrants must be provided in accordance with the following requirements, or to satisfaction of FRV.

Continued…

29. The maximum distance between a hydrant and the rear of any building must be 90 m and hydrants must be no more than 120 m apart.

30. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes' available under publications on the Country Fire Authority web site (www.cfa.vic.gov.au)

End of Fire Rescue Conditions.

This permit will expire if:

30.1. The development or any stage of it does not start within three (3) years of the date of this permit, or

30.2. The development or any stage of it is not completed within five (5) years of the date of this permit.

Before the permit expires or within six (6) months afterwards the owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date.

The owner or occupier of the land may in writing request the Responsible Authority to extend the expiry date to complete the development or a stage of the development if:

(a) The request for the extension is made within twelve (12) months after the permit expires; and

(b) The development or stage started lawfully before the permit expired.

Note

This Permit has been issued at the direction of the Victorian Civil and Administrative Tribunal - Order dated 23 September 2019.

Date Approved	Summary of changes	
29 December 2022	An extension of time is granted for two (2) years. The permit will now expire if: • the development is not started by 23 September 2024; or • the development is not completed by 23 September 2026.	
Date of extension	**Brief description of the extension**	**Duration of extension**
12 December 2024	The permit will now expire if: • the development is not started by 23 September 2026; or • the development is not completed by 23 September 2028.	Two (2) years

End of Permit Conditions

Signature for the responsible authority: _____

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from -
  (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if -
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

2. A permit for the use of land expires if -
   - the use does not start within the time specified in the permit, or if no time is specified, within two years of the issue of the permit; or
   - the use is discontinued for a period of two years.

3. A permit for the development and use of land expires if -
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
   - the use is discontinued for a period of two years.

4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision -
   - the use or development of any stage is to be taken to have started when the plan is certified; and
   - the permit expires if the plan is not certified within two years of the issue of the permit.

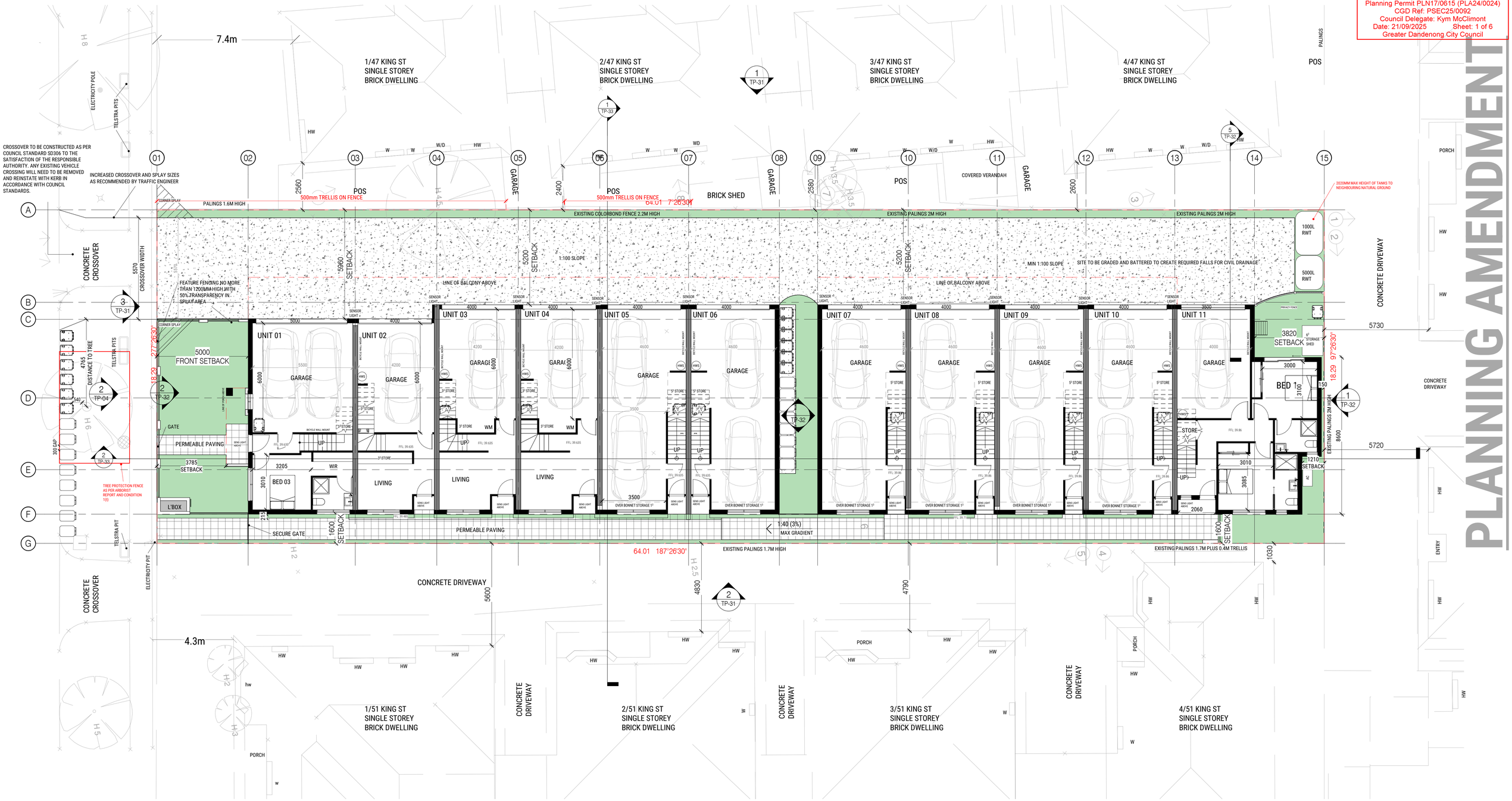
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in such case, no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

GREATER DANDENONG PLANNING SCHEME
Secondary Consent Approval under
Planning Permit PLN17/0615 (PLA24/0024)
CGD Ref: PSEC25/0092
Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 1 of 6
Greater Dandenong City Council

PLANNING AMENDMENT



LEGEND

- PROPOSED TREE
- PROPOSED SHRUBS
- TREES TO BE REMOVED
- TREES TO BE RETAINED
- WOOD DECKING
- PORCH/PATHWAY
- CONCRETE DRIVEWAY
- GRASS
- COMMON METER BOX
- WATER METERS
- GAS METERS
- EXTERNAL AIR-CONDITIONING UNITS
- BINS - 240L
- CLOTHESLINE
- HEAT PUMP HOT WATER SYSTEM
- RAIN WATER TANKS
- NGL NATURAL GROUND LEVEL

FFL	FINISH FLOOR LEVEL
HW	HABITABLE WINDOW
HL	HIGHLIGHT WINDOW
OBS	PRIVACY GLASS
W	NON-HABITABLE WINDOW

TREE PROTECTION NOTES

BEFORE THE APPROVED DEVELOPMENT STARTS, THE EXISTING COUNCIL OWNED STREET TREE LOCATED ALONG KING STREET MUST, TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY, BE SUITABLY MARKED IN A "TREE PROTECTION ZONE" WITH THE TREE PROTECTION ZONES:
ADEQUATELY PROTECTED FROM DAMAGE DURING CONSTRUCTION;
BE PROVIDED WITH TREE PROTECTION FENCING WHICH IS LOCATED:

- TO THE KERB TO THE SOUTH
- TO THE FOOTPATH TO NORTH (WITHOUT OBSTRUCTING THE FOOTPATH);
- 3 METRES EAST, AND
- 3 METRES WEST.
- HAVING FENCING AT LEAST 1.2 METRES HIGH AND CONSTRUCTED OF STEEL PICKETS AND ORANGE SAFETY MESH OR SIMILAR. THE TREE PROTECTION FENCE MUST REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED;
- HAVING THE GROUND SURFACE COVERED BY A 150MM DEEP LAYER OF MULCH BEFORE THE DEVELOPMENT STARTS, AND THIS MUST BE WATERED REGULARLY.

ANY BUILDING FOOTINGS LOCATED WITHIN THE TREE PROTECTION ZONE MUST BE CONSTRUCTED USING A TREE SENSITIVE DESIGN (E.G. A PIER AND BEAM WITH THE BEAM AT GRADE, SCREW PILES, A WAFFLE PAD OR A SLAB WITHOUT AN EDGE BEAM). THE LOCATIONS OF ALL PIER HOLES WITHIN THE TREE PROTECTION ZONE MUST BE IDENTIFIED AND HAND DUG UNDER THE SUPERVISION OF A QUALIFIED ARBORIST TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY AND UNDER THE SUPERVISION OF A CONSULTING QUALIFIED ARBORIST, THE FOLLOWING MUST NOT OCCUR WITHIN THE TREE PROTECTION ZONES:

- VEHICULAR OR PEDESTRIAN ACCESS;
- TRENCHING OR SOIL EXCAVATION; AND
- STORAGE OR DUMPING OF TOOLS, EQUIPMENT OR WASTE, INCLUDING STOCKPILED SOIL AND BUILDING DEBRIS; ALL TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.

stanleyhamilton
BUILDING 1, 301 BURWOOD HIGHWAY, BURWOOD, VIC 3125
P: 03 8658 6458
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STANLEYHAMILTON.COM.AU
ABN:

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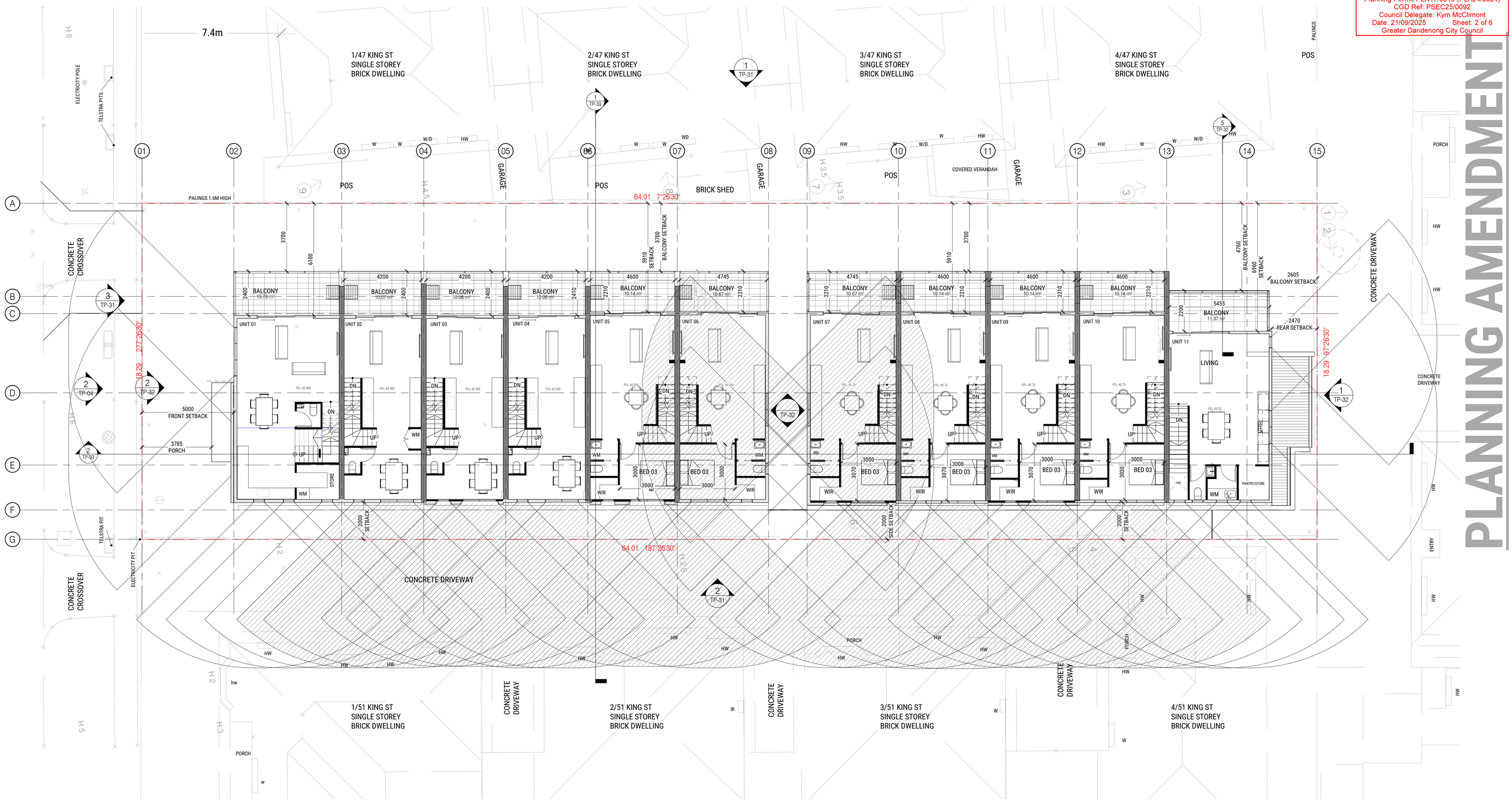
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REV.	DATE	AMENDMENT	BY.
A	26/02/2024	PLANNING AMENDMENT	ET
B	03/05/2024	COUNCIL RFI	DA
C	28/03/2025	ENDORSEMENT	DA
D	15/07/2025	ENDORSEMENT RFIs	DA
E	05/08/2025	SECONDARY CONSENT	DA

DRAWING TYPE: TOWN PLANNING
DRAWN: DA
APPROVED: ET
PROJECT NUMBER: DAN-KIN-049
CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **GROUND FLOOR PLAN**
SCALE: 1 : 100 @ A1
SHEET NUMBER: **TP-11**
REVISION: **E**

GREATER DANDENONG PLANNING SCHEME
Secondary Consent Approval under
Planning Permit PLN17/0615 (PLA24/0024)
CGD Ref: PSEC25/0092
Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 2 of 6
Greater Dandenong City Council

PLANNING AMENDMENT



LEGEND

- PROPOSED TREE
- PROPOSED SHRUBS
- TREES TO BE REMOVED
- TREES TO BE RETAINED
- WOOD DECKING
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- NGL NATURAL GROUND LEVEL

FFL	FINISH FLOOR LEVEL
HW	HABITABLE WINDOW
HL	HIGHLIGHT WINDOW
OBS	PRIVACY GLASS
W	NON-HABITABLE WINDOW

stanleyhamilton
BUILDING 1, 301 BURWOOD HIGHWAY, BURWOOD, VIC 3125
P: 03 8658 6458
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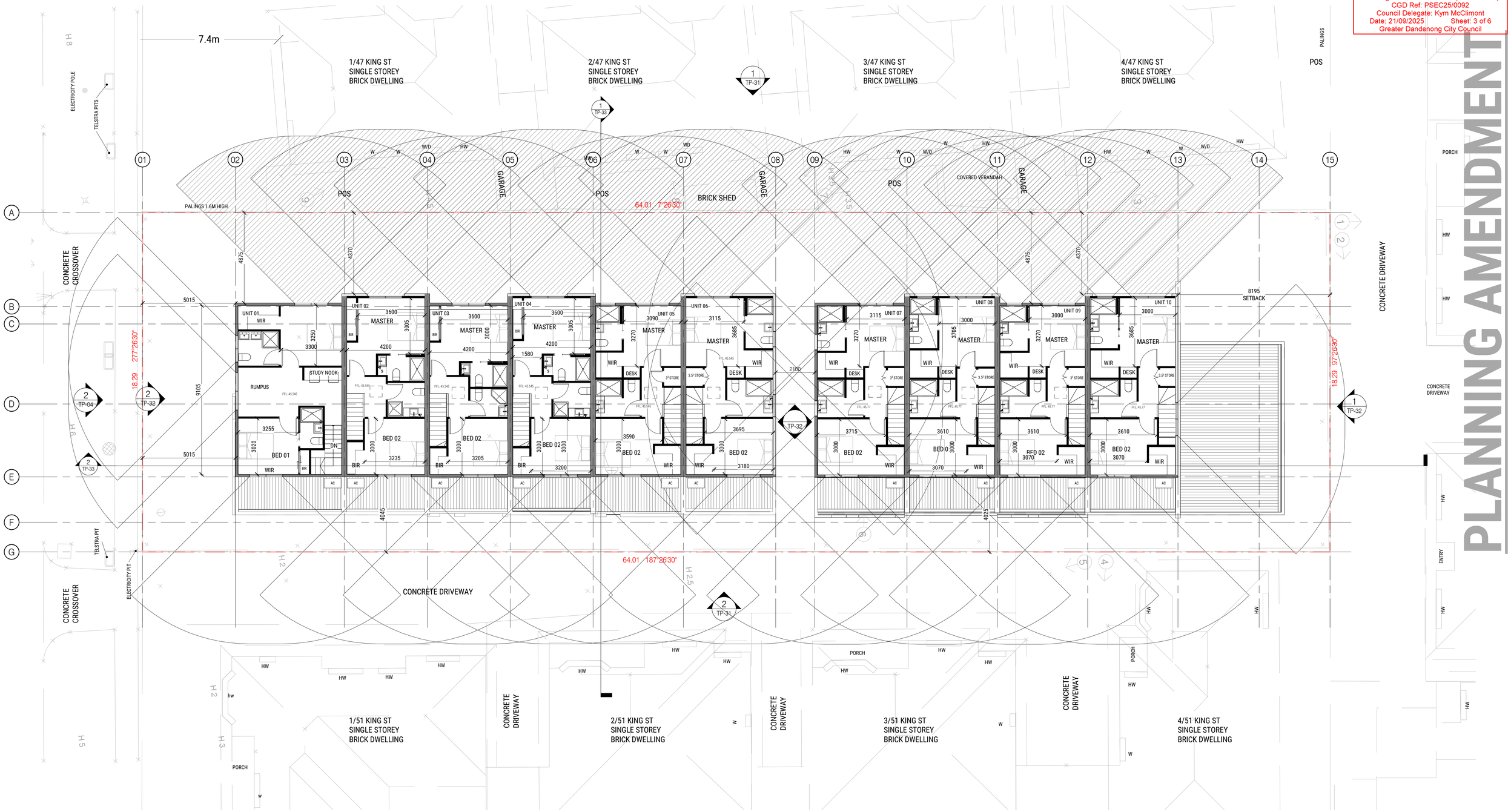
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DRAWN: DA
APPROVED: ET
PROJECT NUMBER: DAN-KIN-049
CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **FIRST FLOOR PLAN**
SCALE: 1 : 100 @ A1
SHEET NUMBER: **TP-12**
REVISION: **E**

GREATER DANDENONG PLANNING SCHEME
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Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 3 of 6
Greater Dandenong City Council

PLANNING AMENDMENT



LEGEND

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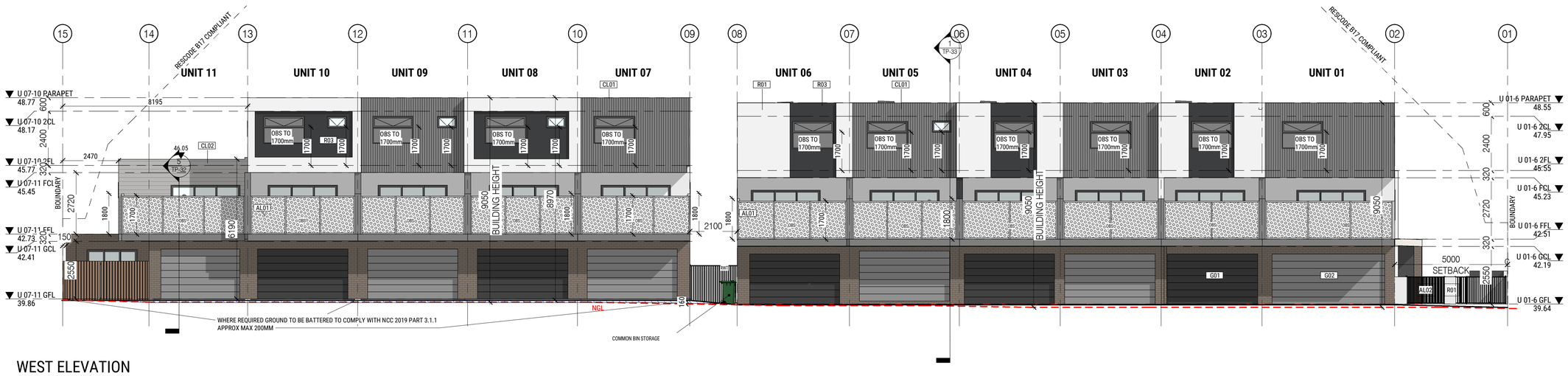
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E	05/08/2025	SECONDARY CONSENT	DA

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APPROVED: ET
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CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **SECOND FLOOR**
SCALE: 1 : 100 @ A1
SHEET NUMBER: **TP-13**
REVISION: **E**

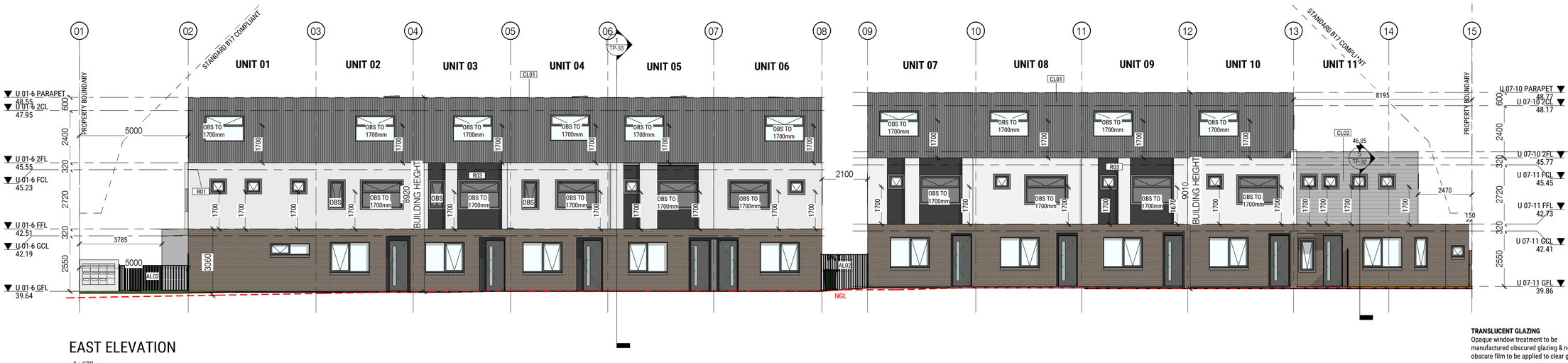
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Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 4 of 6
Greater Dandenong City Council

PLANNING AMENDMENT



WEST ELEVATION

1 : 100



EAST ELEVATION

1 : 100

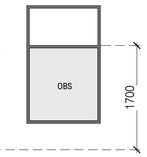


FRONT FENCE ELEVATION

1 : 50

TRANSLUCENT GLAZING
Opaque window treatment to be manufactured obscured glazing & not to obscure film to be applied to clear glazing

NOTE - All obscured glass is to be fixed to a minimum of 1700mm above finished floor level of all windows where indicated.



EXTERNAL FINISHES SCHEDULE



AL01 PERFORATED METAL PRIVACY BALUSTRADE - 25% MAX OPENINGS



B01 BRICK LIGHT



CL01 VERTICAL CLADDING AXON OR SIMILAR



CL02 HORIZONTAL CLADDING LINEA OR SIMILAR



G01 GARAGE DOOR (DARK)



G02 GARAGE DOOR (LIGHT)

R01 RENDER (LIGHT)



R02 RENDER (GREY)



R03 RENDER (DARK)



RF01 SHEET ROOF - SURFMIST OR SIMILAR

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BUILDING 1, 301 BURWOOD HIGHWAY, BURWOOD, VIC 3125
P: 03 8658 6458
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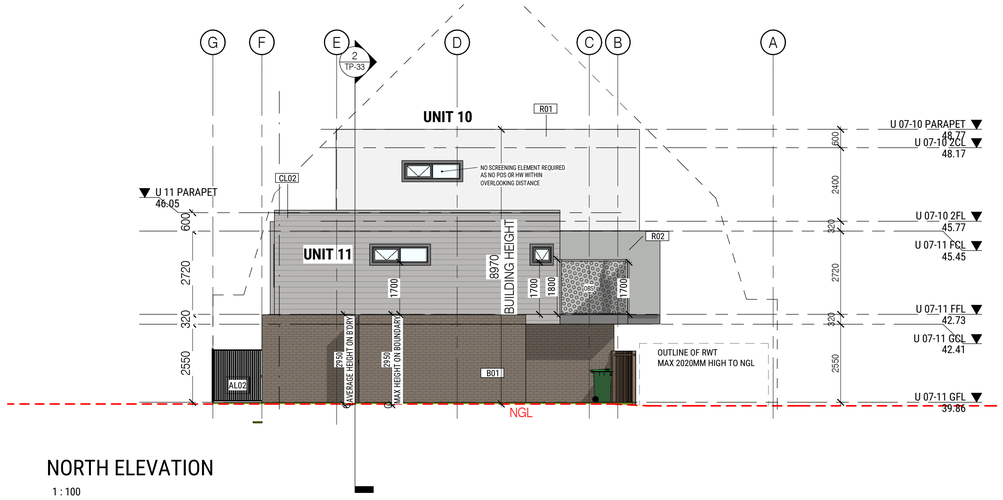
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C	28/03/2025	ENDORSEMENT	DA
D	15/07/2025	ENDORSEMENT RFIs	DA
E	05/08/2025	SECONDARY CONSENT	DA

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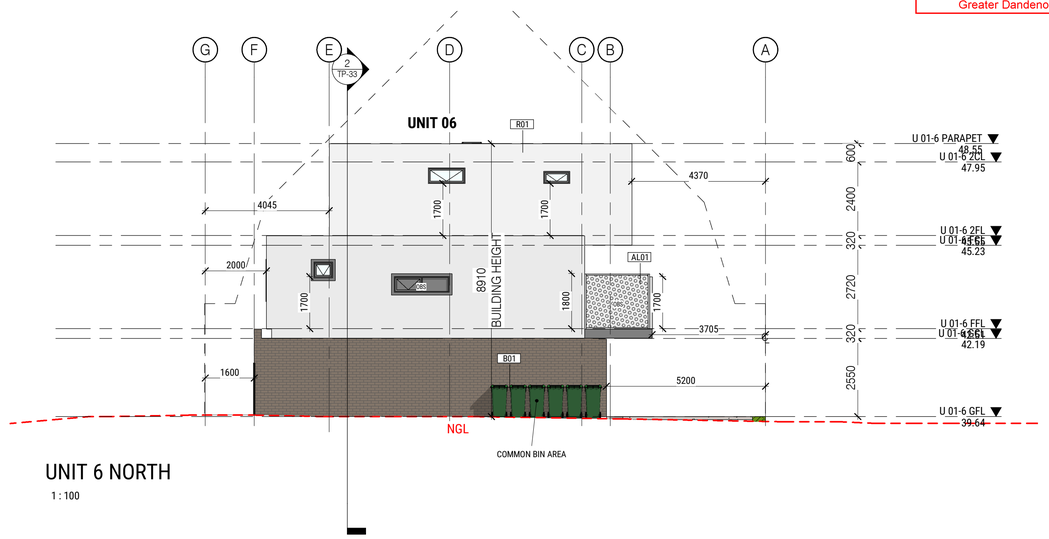
DRAWING TYPE: TOWN PLANNING
DRAWN: DA
APPROVED: ET
PROJECT NUMBER: DAN-KIN-049
CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **BUILDING ELEVATIONS**
SCALE: As indicated @ A1
SHEET NUMBER: **TP-31**
REVISION: **E**

GREATER DANDENONG PLANNING SCHEME
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Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 5 of 6
Greater Dandenong City Council



NORTH ELEVATION

1 : 100



UNIT 6 NORTH

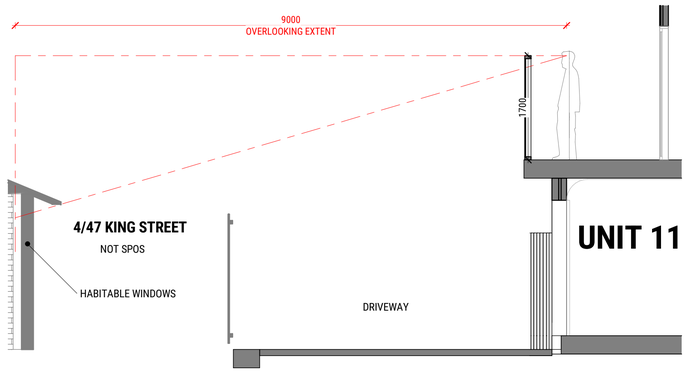
1 : 100

SOUTH ELEVATION

1 : 100

UNIT 7 SOUTH

1 : 100

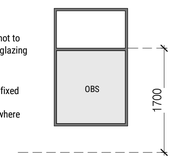


UNIT 11 SECTION

1 : 50

TRANSLUCENT GLAZING
Opaque window treatment to be manufactured obscured glazing & not to obscure film to be applied to clear glazing

NOTE - All obscured glass is to be fixed to a minimum of 1700mm above finished floor level of all windows where indicated.



EXTERNAL FINISHES SCHEDULE

	AL01 PERFORATED METAL PRIVACY BALUSTRADE - 25% MAX OPENINGS		CL02 HORIZONTAL CLADDING LINEA OR SIMILAR		R01 RENDER (LIGHT)
	B01 BRICK LIGHT		G01 GARAGE DOOR (DARK)		R02 RENDER (GREY)
	CL01 VERTICAL CLADDING AXON OR SIMILAR		G02 GARAGE DOOR (LIGHT)		R03 RENDER (DARK)
	RF01 SHEET ROOF - SURFMIST OR SIMILAR				

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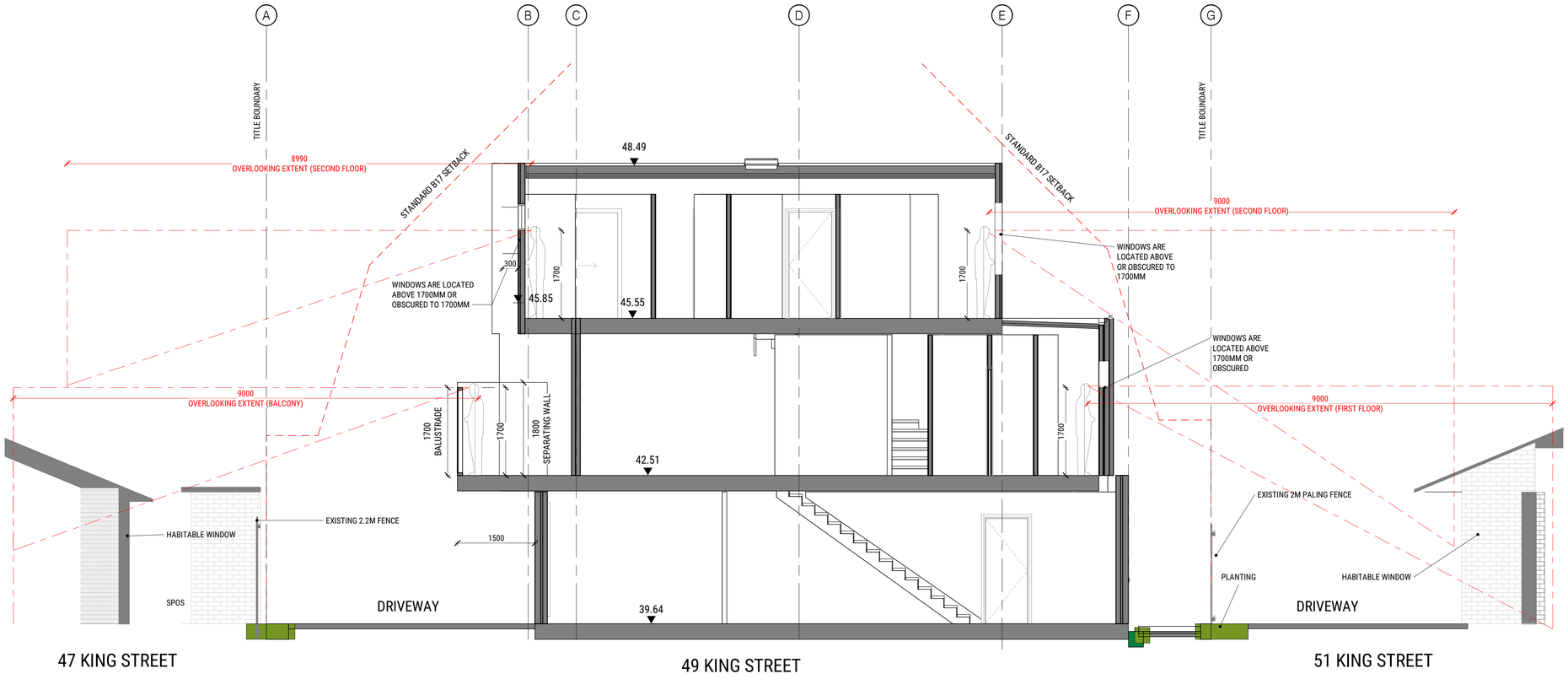
REV.	DATE	AMENDMENT	BY.
A	26/02/2024	PLANNING AMENDMENT	ET
B	03/05/2024	COUNCIL RFI	DA
C	28/03/2025	ENDORSEMENT	DA
D	15/07/2025	ENDORSEMENT RFIs	DA
E	05/08/2025	SECONDARY CONSENT	DA

DRAWING TYPE: TOWN PLANNING
DRAWN: DA
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PROJECT NUMBER: DAN-KIN-049
CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **BUILDING ELEVATIONS**
SCALE: As indicated @ A1
SHEET NUMBER: **TP-32**
REVISION: **E**

PLANNING AMENDMENT

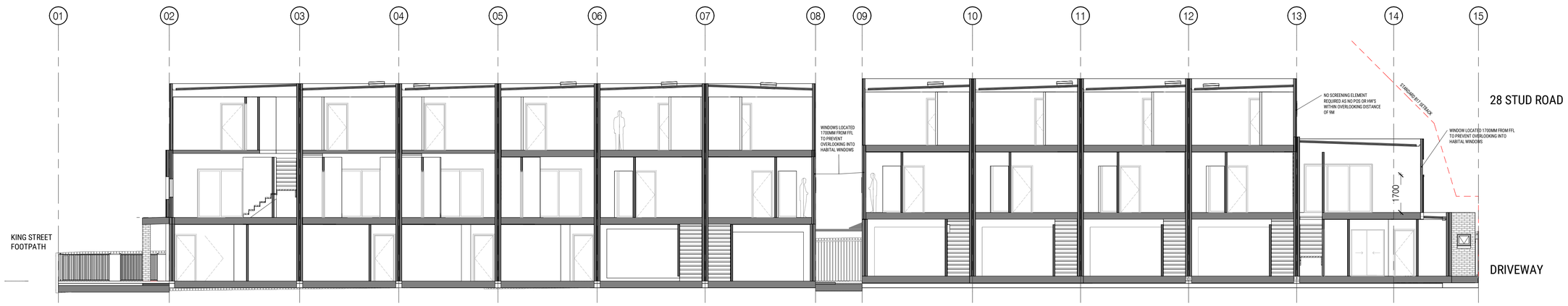
GREATER DANDENONG PLANNING SCHEME
Secondary Consent Approval under
Planning Permit PLN17/0615 (PLA24/0024)
CGD Ref: PSEC25/0092
Council Delegate: Kym McClimont
Date: 21/09/2025 Sheet: 6 of 6
Greater Dandenong City Council

PLANNING AMENDMENT



UNITS 1-10 SECTION

1 : 50



UNITS 1-11 LONGITUDINAL

1 : 100

stanleyhamilton

BUILDING 1, 301 BURWOOD HIGHWAY, BURWOOD, VIC 3125
P: 03 8658 6458
INFO@STANLEYHAMILTON.COM.AU
STANLEYHAMILTON.COM.AU
ABN:

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REV.	DATE	AMENDMENT	BY.
A	26/02/2024	PLANNING AMENDMENT	ET
B	03/05/2024	COUNCIL RFI	DA
C	28/03/2025	ENDORSEMENT	DA

ORIGINAL SHEET SIZE A1 | SKETCHUP PLOT DATE 9/09/2025 11:59:07 AM

DRAWING TYPE: TOWN PLANNING
DRAWN: DA
APPROVED: ET
PROJECT NUMBER: DAN-KIN-049
CLIENT: 49 KING ST PTY LTD
PROJECT: 11 TOWNHOUSE DEVELOPMENT
ADDRESS: 49 KING STREET, DANDENONG, VIC 3175
DRAWING TITLE: **BUILDING SECTIONS**
SCALE: As indicated @ A1
SHEET NUMBER: **TP-33**
REVISION: **C**

MATERIALS & FINISHES SCHEDULE

Project	11 Townhouse	**Project Code**	DAN-KIN-049
Client	49 King St Pty Ltd	**Date Issued**	10/05/2025
Address	49 King Street, Dandenong VIC 3125	**Revision**	1

0.0 **General**
0.1 Table of Contents

1.0 **Internal Materials & Finishes**
1.1 Light Scheme
2.0 **Fixtures & Fittings**

1.0	**Internal Materials & Finishes**		
1.1	**Light Scheme**		
All Areas	**Internal Walls**		
	Description	Acrylic Paint	
	Colour	Lexicon Quarter	
	Finish	Matte	
	Trim & Doors		
	Description	Dulux Enamel Paint Range	
	Colour	Lexicon Quarter	
	Finish	Semi-Gloss	
	Joinery Internals		
	Description	White Melamine	
	Balcony Tiles		
	Description	450x450mm Vitrified	
	Colour	Omniform “White” or similar	
	Finish	Matte	
Ground Floor	**Floor**		







	Description	Concrete (brushed finish)	
	Colour	Grey	
First Floor **Living Room/Kitchen**	**Floor**		
	Description	Laminate Timber Floor T&G	
	Colour	Welsh Oak or Similar	
	Kitchen Benchtops		
	Description	20mm reconstituted stone	
	Colour	'Snow' or similar	
	Kitchen Cupboard Fronts (Lowers)		
	Description	Thermolaminated vinyl on mdf substrate	
	Colour	Lower cabinet 'natural white' or similar.	
	Kitchen Cupboard Fronts (Uppers)		
	Description	Thermolaminated vinyl on mdf substrate	
	Colour	Upper cabinets 'natural oak' or similar	
	Kitchen Splashback		
	Description	100x300 Vitrified Tile	

	Colour	White (grout to match)
	Finish	Gloss or Shine
	Kitchen Handles (Lowers)	
	Description	D Type Handle
	Colour	
	Finish	Matte
	Kitchen Handles (Overheads)	
	Description	Overhead cabinets to have 20mm overhang
	Colour	NA
	Finish	NA
Bathroom	**Floor Tile**	
	Description	450x450mm Vitrified
	Colour	“Charcoal” or similar
	Finish	Matte
	Wall Tile	
	Description	450x450mm Vitrified
	Colour	“Grey” or similar
	Finish	Matte
	Bathroom Joinery	
	Description	Laminate
	Colour	Natural oak or similar







	Bathroom Benchtops	
	Description	20mm reconstituted stone
	Colour	'Snow' or similar
Bedroom	**Floor**	
	Description	Broadloom carpet. Cut pile twist
Second Floor	**Floor**	
	Description	Broadloom carpet. Cut pile twist
2.0	**Fixtures & Fittings**	
Kitchen	**Sink**	Stainless steel sink with chrome mixer
	Oven	600mm stainless steel built-in oven
	Cooktop	600mm stainless steel electric cooktop
	Rangehood	Stainless steel canopy or undermount
	Dishwasher	600mm stainless steel dishwasher
Laundry	**Trough**	Freestanding laundry trough with cabinet and chrome mixer
Bathrooms/P'dr	**Toilet**	Dual flush cisterns with Vitreous China pan
	Shower Screens	Semi-Frameless Pivot Door
	Shower Base	Tiled Shower Base
	Shower Outlet	Wall mounted shower on rail with chrome mixer
	Basin/Tapware	Vitreous china designer basins with chrome flick mixers
	Towel Holder	Double towel rail holder or 2no. hooks (plan specific)

Valuation and Rates Notice
1 July 2025 to 30 June 2026

Issue Date - 25 July 2025
Property Number: 309100

Greater Dandenong

ABN 41 205 538 060

022-3000 (40096)

49 King St Pty Ltd
8108/228 La Trobe Street
MELBOURNE VIC 3000

Scan to Pay

Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

You can also pay online at pay.greaterdandenong.vic.gov.au

Payble

Council Charges	+	State Government Charges	=	Total New Charges
$3,117.10		$438.25		$3,555.35

Total New Charges does not include arrears, credits, payments, adjustments or rebates.

Rates and Charges at your property – 1 July 2025 – 30 June 2026

Property Number 309100

49 King Street
DANDENONG VIC 3175
Lot 7 LP 17764 Vol 7252 Fol 255
Property Owners - 49 King St Pty Ltd

Property Valuations – Valuation Date 1 January 2025 – Valuation first used 1 July 2025

Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	$1,175,000
Site Value - (the Site Value is included in the CIV)	$1,175,000
Net Annual Value	$58,750
AVPCC (Property Type) 101 - Residential Development Site	

Rate - 2025/2026		
Residential Vacant Rate	($1,175,000 x 0.0022979926)	$2,700.10
Waste Charges		
Garbage - Option A	(1 x $417.00)	$417.00
State Government Waste Levy	(1 x $99.00)	$99.00
State Government Emergency Services Volunteers Fund Levy		
Emergency Service Volunteer Fund Residential Fixed	(1 x $136.00)	$136.00
Emergency Service Volunteer Fund Resident Variable	(1,175,000 x 0.000173)	$203.25
Total amount due		**$3,555.35**

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Payment options

Credit Card Surcharge: A credit card surcharge may be applied for any payment made by Visa, Mastercard

To qualify for one of the instalment options, **you must pay the correct amount of the first instalment by 30 September 2025.**

To pay in weekly, fortnightly or monthly instalments, scan the QR code to the right.

Pre-payment

by 30 September 2025

$3,555.35

Four instalments

30 September 2025	$888.84
30 November 2025	$888.84
28 February 2026	$888.84
31 May 2026	$888.83

For more instalment options, scan the QR code below

Late Payments

Payments made after the due by date may be charged interest at the rate of 10.0% p.a. Please see page 4 for detailed information about late penalties.

Scan to pay

Pay in full or choose smaller instalments that suits your budget

Scan the QR or you can also pay online at **pay.greaterdandenong.vic.gov.au**

New

- Helpful reminders.
- Pay by card or bank.
- Flexible Direct Debit.
- No extra fees.

Powered by Payble

First Instalment $888.84

*321 30910000000006

Full Payment $3,555.35

*321 30910000000006

Payment methods

Online (card or bank)

Visit: **pay.greaterdandenong.vic.gov.au**

Reference: 9590 511

Visa, MasterCard and bank account payments accepted. Online payments are via BPOINT.

BPAY

Biller code: **8987**

Reference: 9590 511

Post BILLPAY

Billpay code: **0321**

Reference: 3091 0000 0000 06

Pay in person at any post office.

You can also pay at our Customer Service Centres in person at **Dandenong:** 225 Lonsdale Street, **Springvale:** 5 Hillcrest Grove, **Keysborough:** Parkmore Shopping Centre or mail a cheque to PO BOX 200 Dandenong VIC 3175.

Having trouble paying?

Council recognises our ratepayers may experience financial difficulty at times. Everyone's circumstances are different and financial difficulties can impact people in different ways.

Special payment plans

If you are having difficulty making or maintaining your rates payments by the due date, Council may be able to offer you a payment plan to assist with getting back on track with your repayments. We'll also suspend further debt collection activity while you are actively engaged in a special payment plan. To apply for a payment plan visit: **greaterdandenong.vic.gov.au/rates-assistance**

Financial hardship agreements

Ratepayers who are experiencing extreme financial difficulties and are struggling to pay their Council rates and charges, may qualify for assistance under Council's Hardship Policy.

Council's Hardship Policy allows rate payers to apply for rate deferral arrangements, or in some cases, part rates waivers. To apply for hardship visit **greaterdandenong.vic.gov.au/rates-assistance.**

If you require assistance, please contact our Customer Service Staff on (03) 8571 1000.

For more information and application forms visit **greaterdandenong.vic.gov.au** **8571 1000**

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How rates are calculated

Council charges

Your property rates are calculated by multiplying the Capital Improved Value (CIV) of your property by the rate in the dollar. The CIV is reassessed annually by the Valuer General, with the most recent valuation determined as of 1 January 2025.

The rate in the dollar is calculated by dividing the income required from rates with the total value of all rateable properties in the City of Greater Dandenong. This rate varies depending on the property type – such as residential, commercial, industrial, farmland, or vacant land.

In addition to general rates, your notice may include other charges or adjustments specific to your property. These could include the Keysborough South Maintenance Levy, overdue rates, or credits such as pension rebates.

Waste charges are separate from general rates and help fund kerbside collection services, including garbage, recycling, green organics, hard waste, and green waste disposal. They also cover the cost of maintaining rubbish bins in public areas like parks and streets. Waste charges are excluded from rate capping.

To explore how your rates and charges are calculated and how the funds are used, visit **greaterdandenong.vic.gov.au/understanding-rates**.

State Government Charges

The Emergency Services & Volunteers Fund (ESVF) is a levy amount set by the State Government and collected by Council. This levy is passed on to the State Government to fund emergency service organisations such as fire services and the state emergency services.

Please refer to **www.sro.vic.gov.au/esvf** or call The ESVF Support Line on **1300 819 033** for further information about this State Government levy.

Waste charges also include the State Government Waste Levy, which Council must pay when disposing waste in landfill.

State Government charges are excluded from rate capping.

Rating differentials

All rating differentials adopted by Council for 2025/2026 are shown for comparative purposes only. Refer to the page one of this notice for the amount that you are being charged. The rates shown are based on the same rateable valuation.

Property Number: 309100

Differential Rates Type	*Rate in $*	Rate amount $
General Rate	0.0015319951	$1,800.05
Commercial Rate	0.0025277919	$2,970.15
Industrial Rate	0.0032171897	$3,780.15
Farm Rate	0.0011489963	$1,350.05
Vacant Res. Land	0.0022979926	$2,700.10

Customer Service Centres

The council's customer service centres are located at:

Dandenong Civic Centre	225 Lonsdale Street
Springvale Community Hub	5 Hillcrest Grove
Keysborough	Parkmore Shopping Centre

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Payment of rates

Four instalments:

Rates and charges for the 2025/2026 rating year are to be paid in four instalments as shown on the first page of this notice. The first instalment is due by the 30 September 2025.

Reminder notices will be sent for the 2nd, 3rd and 4th instalments.

If you wish to pre-pay the instalments shown on this Notice, please pay by 30 September 2025.

Flexible payments:

Flexible payments are available via Payble and are setup by the property owner on their personal device by scanning the QR code on the front page of this notice or visit: **pay.greaterdandenong.vic.gov.au**

Flexible payments with Payble will send you SMS reminders and allow you to pay your rates via direct debit from a nominated bank account or credit card.

Penalties for failing to pay

If you are late paying your rates, you will be charged interest. The interest rate is set by the State Government Penalty Interest Rates Act 1983 (Section 2) at 10.0% pa. Any arrears shown on the front of this notice are included in the first instalment and are payable immediately. Interest will not be charged on those on a Flexible payment with Payble, or approved payment plan with Council. Defaults on these payments may result in interest being accrued. Council may recover any outstanding amounts plus interest in a Magistrates Court by suing for debt. If the rates and charges levied by this notice are unpaid, the rates and charges and any costs awarded are a first charge on your land.

Council will not be held responsible for delays in Postal Services or Bank Transfers.

Allocation of payments

Whenever you make a payment the money is allocated in the following order as applicable:

1. Legal Costs
2. Penalty interest charges
3. Overdue rates and charges
4. Current rates and charges

Penalty interest on any arrears of rates and charges may continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Have your next notice sent via email.

ezybill

greaterdandenong.ezybill.com.au

Right of Objection to rates, valuations and charges

Objection to the value of any land, rate amount or classification may be lodged as a written objection. This must be done within two months from the date of this notice. The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest will be charged. Any overpayment that may occur will be refunded.

How to object to your valuation

The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. Please visit **ratingvaluationobjections.vic.gov.au** and complete the online form to lodge an appeal.

How to object to a rate or charge

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge mar appeal to the County Court under Section 184 of the Local Government Act 1989. Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rates is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be under the Valuation of Land Act 1960 (as amended).

Change of ownership or address

It is the responsibility of the owner of a property to notify Council of changes of address, ownership or occupancy within 30 days of the change taking effect. You can do so completing the online form at **forms.greaterdandenong.vic.gov.au/rates-and-charges-change-of-name-and-mailing-address** or in writing to Council. When ownership of a property changes, liability for payment of rates and charges becomes that of the new owners.

Pensioner rate rebate

If you are the holder of a Pensioner Concession Card or DVA Gold Card then you may be eligible for a rebate on your rates. For those persons still eligible, the amount of the concession is already shown on this notice. (Health Care Cards are not eligible).

State Government Emergency Services & Volunteers Fund

The Emergency Services & Volunteers Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the new Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025, Council must collect the ESVF on behalf of the Victorian Government.

Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF.

Please refer to **www.sro.vic.gov.au/esvf** or call The ESVF Support Line on 1300 819 033 for further information about this State Government levy.

Notice of valuation

1. Notice is hereby given that the property described herein, owned and occupied by you has been valued as at 1 January, 2025, as set out herein.
2. The Valuations shown may be used by other Rating Authorities for the purpose of rate or tax.
3. Supplementary Rate – if an amendment is made to the valuation to include any changes to the property, additional rates could be payable, and a supplementary rate notice will be given.

Personal information

Personal Information collected and held by Greater Dandenong City Council is used for municipal purposes as specified in the Local Government Act 1989 and the Local Government Act 2020. Your personal information is held securely and used solely for the purpose it is collected for or directly related purposes. It will not be disclosed to any external party without your written consent, unless required or authorised by law. If you wish to access or amend your personal information, or if you believe your personal information has been breached please contact Council's Information Privacy Officer on 8571 1000. A copy of Council's Privacy and Personal Information Policy is available on Council's website at: **greaterdandenong.vic.gov.au**

State government rate capping

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

(i) the valuation of your property relative to the valuation of other properties in the municipal district;

(ii) the application of any differential rate by Council;

(iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Rate Notice Requests

Any requests for rate notices may be charged at a cost of $11.80 per notice issued. To apply for a previous years rate notice, please visit **mygreaterdandenong.com** 'Submit an Application' or contact our Customer Service Team.

If you need assistance in your language please contact us through the TIS interpreting service **13 14 50.**

TTY: **133 677** Speak and listen: **1300 555 727**
Online: **relayservice.gov.au**

Albanian	Nëse keni nevojë për ndihmë në gjuhën tuaj ju lutemi na kontaktoni përmes TIS shërbimit të pëkthimit në 13 14 50.
Arabic	إذا كنت بحاجة إلى مساعدة بلغتك، فيرجى الاتصال بنا من خلال خدمة الترجمة TIS 13 14 50.
Chinese Simplified	如果需要中文协助，您可以拨打电话 13 14 50， 通过 TIS 口译服务与我们联系。
Dari	اگر شما به زبان خودتان به کمک ضرورت دارید، لطفاً از طریق خدمات ترجمان شفاهی TIS به شماره 13 14 50 با ما تماس بگیرید.
Greek	Αν χρειάζεστε βοήθεια στη γλώσσα σας επικοινωνήστε μαζί μας μέσω της υπηρεσίας διερμηνείας TISστον αριθμό 13 14 50.

Hazaragi	اگر شمو نیاز به کمک به زبان خود تان دارید، لطفاً از طریق خدمات ترجمانی TIS به شماره 13 14 50 با ما تماس بگیرید.
Khmer	បើលោកអ្នកត្រូវការជំនួយជាភាសារបស់លោកអ្នក សូមទាក់ទងយើងខ្ញុំតាមរយៈសេវាបកប្រែភាសា TIS លេខ 13 14 50 ។
Serbian	Ако вам је потребна помоћ на вашем језику, контактирајте нас преко TIS преводилачке службе на 13 14 50.
Turkish	Kendi dilinizde yardıma ihtiyacınız varsa lütfen 13 14 50 numaralı telefondan TIS sözlü çeviri hizmetlerini arayarak bizimle iletişim kurun.
Vietnamese	Nếu cần được trợ giúp bằng ngôn ngữ của mình, xin quý vị liên lạc với chúng tôi qua dịch vụ thông dịch TIS 13 14 50.

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INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Victorian Statewide Conveyancing Pty Ltd
E-mail:
annette@victorianstatewide.com.au

Statement for property:
LOT 7 49 KING STREET DANDENONG 3175
7 LP 17764

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47G//09214/69	20260131 AW	06 FEBRUARY 2026	51372232

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		$176.08
TOTAL UNPAID BALANCE		$176.08

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

- 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.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

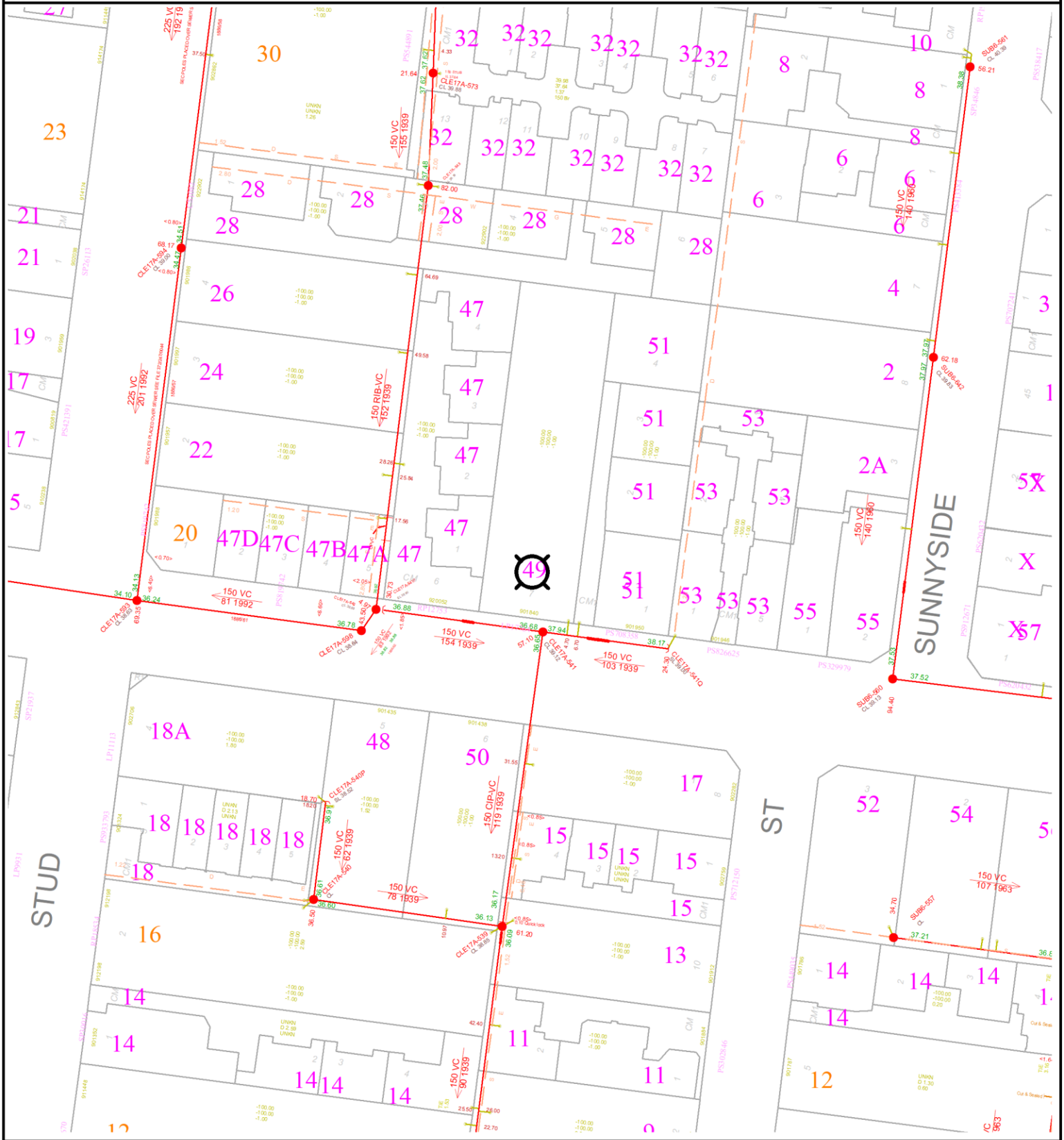
South East Water

Property: Lot 7 49 KING STREET DANDENONG 3175

Case Number: 51372232

20 0 20 40
Scale in Metres

Date: 06FEBRUARY2026



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
- Proposed Title/Road
- Easement
- Subject Property
- Sewer Main & Property Connections
- 225 VC 280 MOR — Direction of Flow
- Maintenance Hole
- Abandoned Sewer
- Inspection Shaft
- <1.0> Offset from Boundary

Melbourne Water Assets

- Sewer Main
- Maintenance Hole
- Underground Drain
- Channel Drain
- Natural Waterway
- Underground Drain M.H.

ASSET INFORMATION - WATER

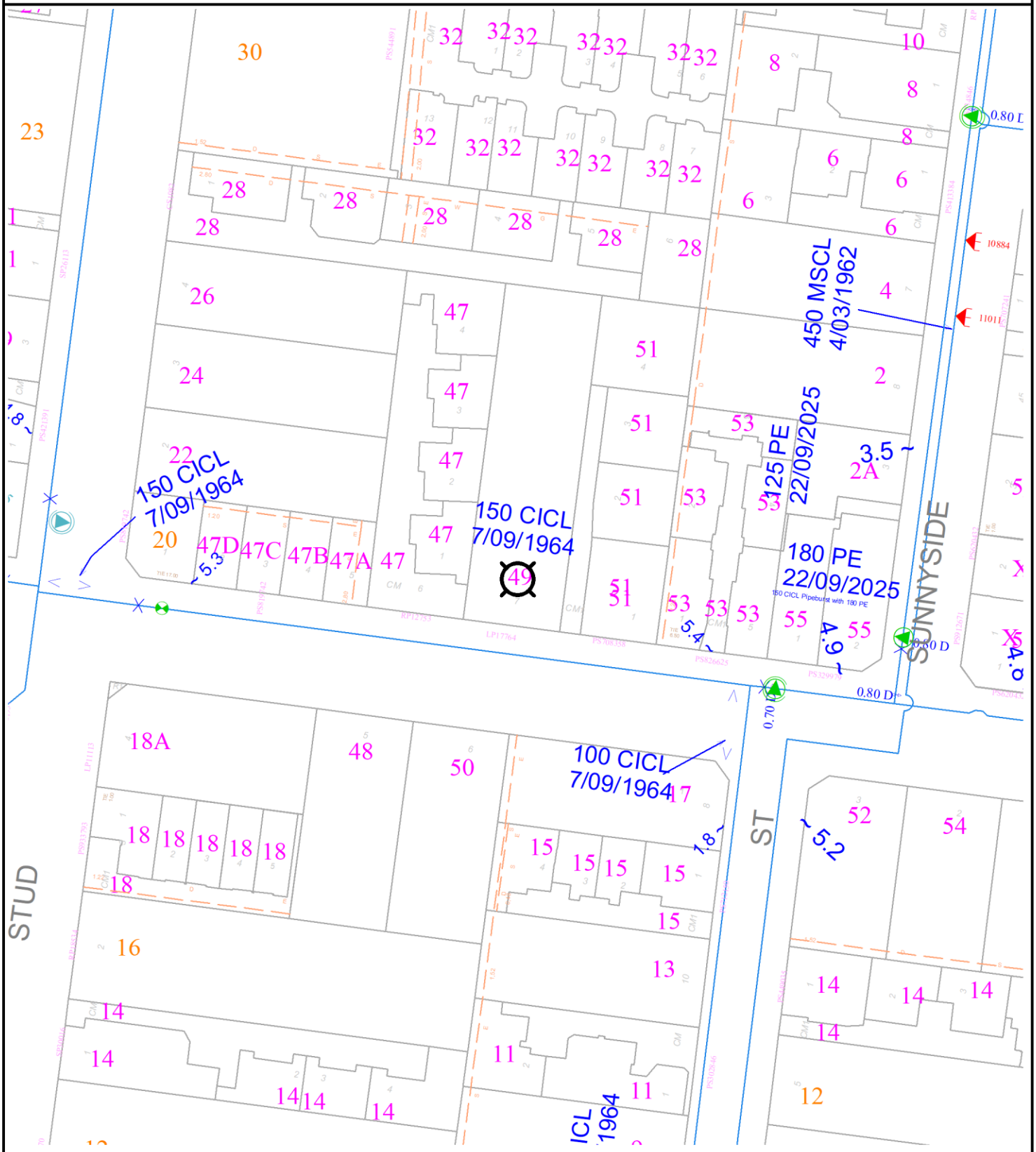
South East Water

Property: Lot 7 49 KING STREET DANDENONG 3175

20 0 20 40
Scale in Metres

Case Number: 51372232

Date: 06FEBRUARY2026



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

ASSET INFORMATION - RECYCLED WATER

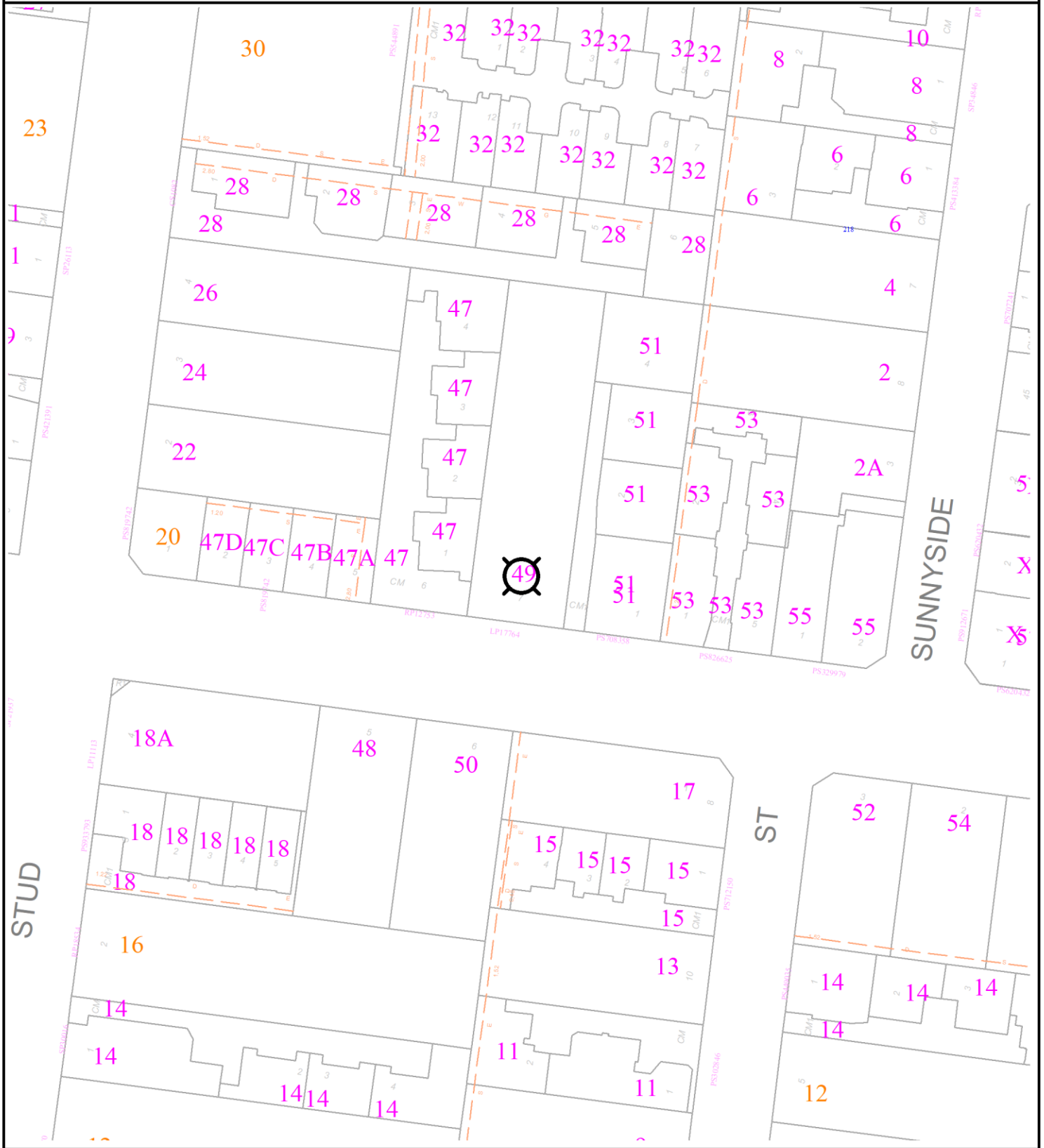
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 7 49 KING STREET DANDENONG 3175

Case Number: 51372232

20 0 20 40
Scale in Metres

Date: 06FEBRUARY2026



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
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Property Clearance Certificate

Land Tax

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20260131
Certificate No:	96833613
Issue Date:	04 FEB 2026
Enquiries:	ESYSPROD

Land Address: 49 KING STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4739768	7	17764	7252	255	$10,394.25

Vendor: 49 KING ST PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
49 KING ST FAMILY TRUST	2026	$1,175,000	$10,394.25	$0.00	$10,394.25

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,175,000
SITE VALUE (SV):	$1,175,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$10,394.25**

Notes to Certificate - Land Tax

Certificate No: 96833613

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 = $6,225.00

Taxable Value = $1,175,000

Calculated as $4,650 plus ($1,175,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $11,750.00

Taxable Value = $1,175,000

Calculated as $1,175,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 96833613

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: 96833613

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

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20260131
Certificate No:	96833613
Issue Date:	04 FEB 2026
Enquires:	ESYSPROD

Land Address: 49 KING STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4739768	7	17764	7252	255	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
101	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:	$1,175,000
SITE VALUE:	$1,175,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96833613

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

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20260131
Certificate No:	96833613
Issue Date:	04 FEB 2026

Land Address:	49 KING STREET DANDENONG VIC 3175

Lot	Plan	Volume	Folio
7	17764	7252	255

Vendor: 49 KING ST PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 96833613

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

Biller Code: 416073
Ref: 96833611

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: 96833611

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.

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot. 7 LP17764

LOCAL GOVERNMENT (COUNCIL)
Greater Dandenong

LEGAL DESCRIPTION
7\LP17764

COUNCIL PROPERTY NUMBER
309100

LAND SIZE
1,171m² Approx

ORIENTATION
North

FRONTAGE
18.29m Approx

ZONES
GRZ - General Residential Zone - Schedule 3

OVERLAYS
N/A

State Electorates

LEGISLATIVE COUNCIL
South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Dandenong District

Schools

CLOSEST PRIVATE SCHOOLS
St Mary's School (789 m)
St John's Regional College (804 m)
St Mary's College for the Deaf – Dandenong Campus (848 m)

CLOSEST SECONDARY SCHOOLS
Dandenong High School Burremah Grassmere Annexe (817 m)

CLOSEST PRIMARY SCHOOLS
Dandenong Primary School (503 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 53 Homes

COUNCIL AVERAGE
1 in 64 Homes

STATE AVERAGE
1 in 76 Homes

Council Information - Greater Dandenong

PHONE
03 8571 1000 (Greater Dandenong)

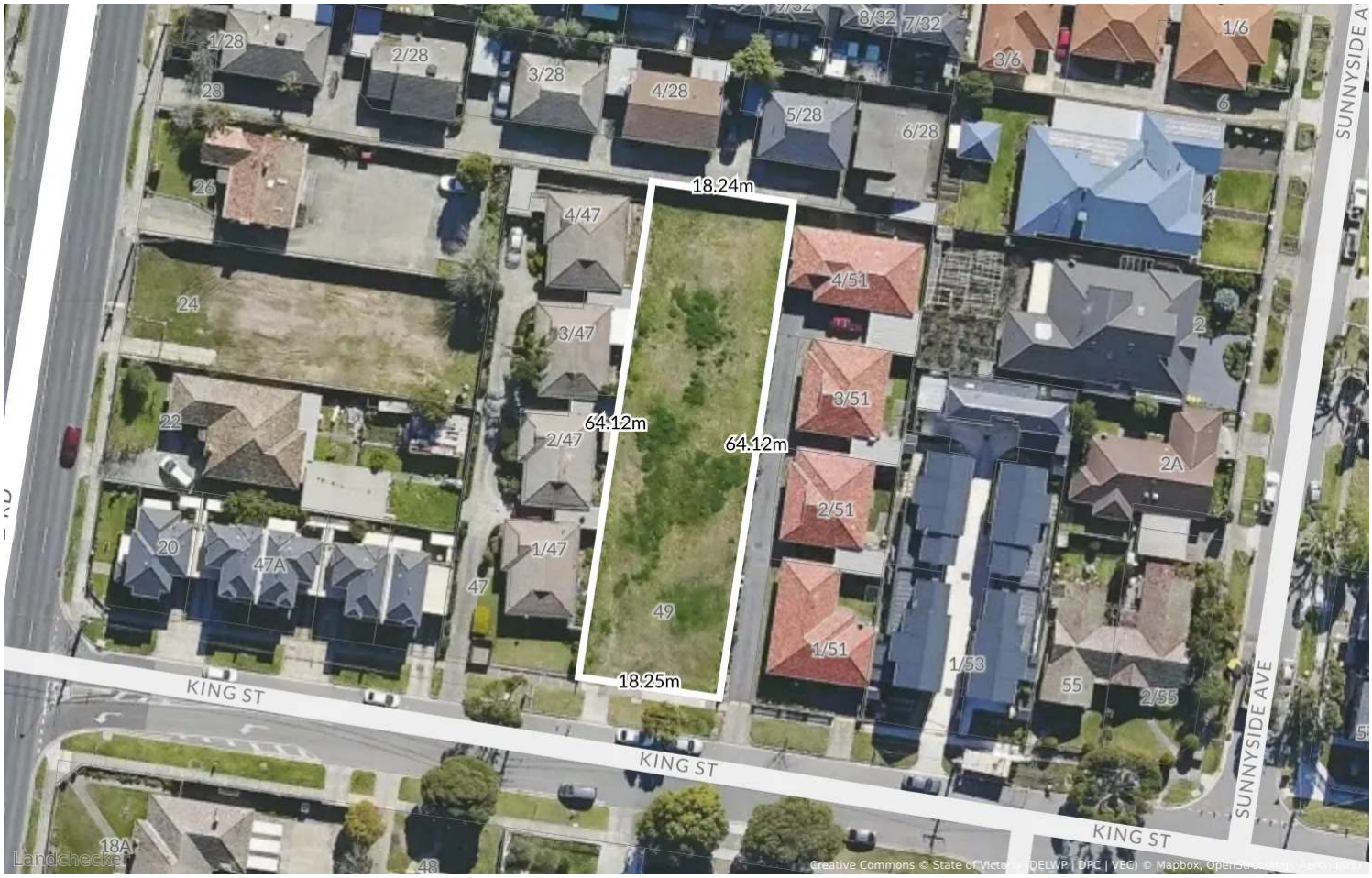
WEBSITE
http://www.greaterdandenong.com/

EMAIL
council@cgd.vic.gov.au

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SITE DIMENSIONS





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RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC278	22/12/2025	Amendment VC278 applies Significant Landscape Overlays (SLOs) to 17 waterways within the Yarra (Birrarung) and Waterways of the West catchments. The controls preserve the unique landscape character, cultural values, amenity and ecological health of each waterway. The amendment also strengthens state policy for waterways and includes updates to existing SLOs within the Waterways of the West and Rivers of the Barwon catchments.
APPROVED	VC282	21/12/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC283	21/12/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC289	21/12/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC292	21/12/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	VC288	21/12/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC277	17/12/2025	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-serviced by public transport.
APPROVED	C230gdan	11/12/2025	Replaces the Local Planning Policy Framework of the Greater Dandenong Planning Scheme with a new Municipal Planning Strategy at Clause 02, local policies within the Planning Policy Framework at Clauses 11 to 19 and selected local schedules consistent with changes to the Victoria Planning

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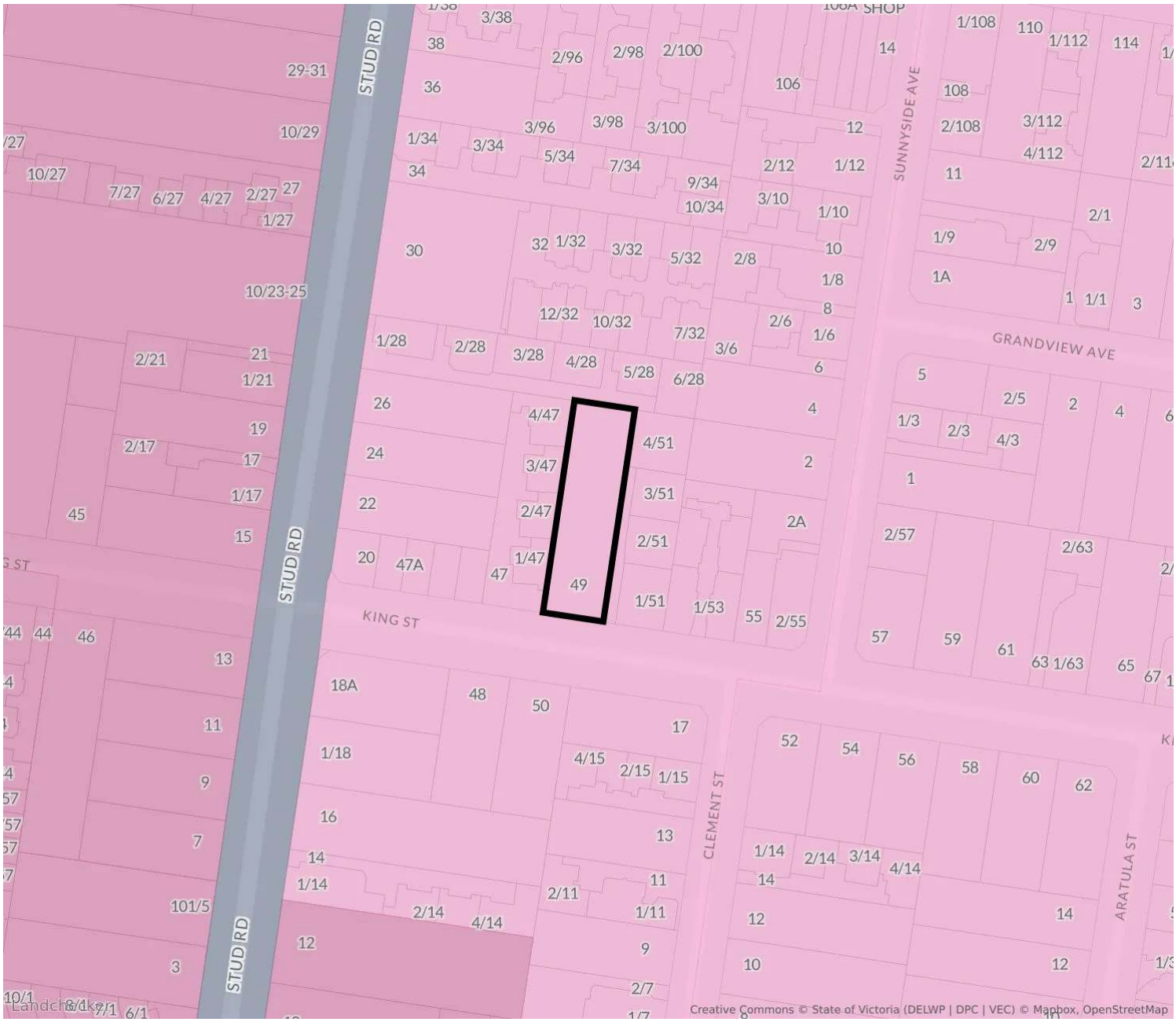
Status	Code	Date	Description
			Provisions introduced by Amendment VC148 and The Ministerial Direction ? The Form and Content of Planning Schemes.
APPROVED	VC298	24/11/2025	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project?s (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause?s application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	20/11/2025	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC268	19/11/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC297	18/11/2025	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.
APPROVED	VC279	13/11/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC290	13/11/2025	The Amendment changes the VPP and 63 planning schemes in Victoria by making Abattoir a section 1 use in the Table of Uses where specified siting, design and amenity conditions are met in clause 35.04 Green Wedge Zone, clause 35.07 Farming Zone and clause 35.08 Rural Activity Zone.
APPROVED	VC295	06/11/2025	The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.
APPROVED	VC291	29/10/2025	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC294	26/10/2025	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.

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PROPOSED PLANNING SCHEME AMENDMENTS

Status	Code	Date	Description
PROPOSED	C249gdan	18/04/2025	The amendment proposes to correct anomalies and mapping errors in the Schedule to Clause 43.01 Heritage Overlay to ensure the information and planning controls contained within the Heritage Overlay Schedule are correct and accurate . The amendment affects 18 heritage places located in Greater Dandenong.

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GRZ3 - General Residential Zone - Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To encourage development that is responsive to the neighbourhood character of the area.
To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

To provide a transition in building height and density between residential development in Substantial Change Areas or Activity Centres and other Incremental Change or Limited Change Areas.To ensure the scale, built form and setbacks of residential developments respond to the existing site circumstances by respecting the predominant built form, façade and street patterns.To provide appropriate front, side and rear setbacks to allow for substantial high quality landscaping and canopy trees and maximise planting opportunities through minimal paving and hard surfaces within front setbacks.To ensure vehicle accessways and storage facilities do not visually dominate the streetscape.To ensure that residential development achieves high quality useable private open space outcomes for future residents.

LPP 32.08 Schedule 3 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact GREATER DANDENONG council on 03 8571 1000.

Other nearby planning zones

- GRZ - General Residential Zone
- RGZ - Residential Growth Zone
- TRZ2 - Transport Zone

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OVERLAYS



There are no overlays for this property

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NEARBY OVERLAYS



There are no overlays in the vicinity

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CULTURAL HERITAGE SENSITIVITY



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact GREATER DANDENONG council on 03 8571 1000.

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FLOOD



Flood

This property has not been specified as being affected by flooding according to Landchecker flood sources.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	29/12/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning RFO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	29/12/2025

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BUSHFIRE PRONE AREA



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	29/12/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Unaffected	State	29/12/2025

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LANDSLIDE



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.

For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	22/12/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	22/12/2025

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ACID SULFATE



No Acid Sulfate

This property has no coverage.
For confirmation and detailed advice about acid sulfate soil management requirements, please contact the relevant source authority.

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PLANNING PERMIT HISTORY



Status	Code	Date	Description
APPROVED	PLA24/0024	30/01/2025	Amendment to: the development of the land for eleven (11) dwellings (comprising of ten (10) triple storey dwellings, and one (1) double storey dwelling to the rear).
APPROVED	PLA21/0024	23/07/2021	Amendment received: amendment to pln17/0615 issued for the development of the land for ten (10) triple storey dwellings, to allow for additional buildings and works see pla24/0024.
APPROVED	PLN17/0615	23/09/2019	Amendment received: development of the land for ten (10) triple storey dwellings see pla21/0024.

For confirmation and detailed advice about this planning permits, please contact GREATER DANDENONG council on 03 8571 1000.

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NEARBY PLANNING PERMITS



Status	Code	Date	Address	Description
PENDING	PLN25/0491	Received 21/12/2025	110 Herbert Street, Dandenong	The development of the land for three (3) double storey dwellings.
PENDING	PLN25/0501	Received 19/12/2025	19 Stud Road, Dandenong	Use and development of the land for a medical centre and to alter access to a transport zone 2.
PENDING	PLN25/0395	Received 17/12/2025	1/35-37 Stud Road, Dandenong	Construction of a fence exceeding 1.5 metres and 1.2 metres.
PENDING	PSUB25/0076	Received 30/07/2025	1/18 Stud Road, Dandenong 4/18 Stud Road, Dandenong 5/18 Stud Road, Dandenong 2/18 Stud Road, Dandenong 3/18 Stud Road, Dandenong	Subdivision x 5 spear.
PENDING	PSUB25/0068	Received 17/07/2025	7 Sunnyside Avenue, Dandenong	Subdivision x 3 spear (vicsmart).
APPROVED	PLN25/0273	25/11/2025	1/18 Stud Road, Dandenong 2/18 Stud Road, Dandenong	Subdivision of the land into five (5) lots spear.

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Status	Code	Date	Address	Description
			5/18 Stud Road, Dandenong 4/18 Stud Road, Dandenong 3/18 Stud Road, Dandenong	
REJECTED	PLN24/0339	03/10/2025	110 Herbert Street, Dandenong	Development of the land for three (3) double storey dwellings.
APPROVED	PLA25/0039	22/08/2025	12 Clement Street, Dandenong	Amendment to: development of the land for a single storey dwelling to the rear of an existing single dwelling and alterations and additions to the existing dwelling (pln18/0642).
APPROVED	PLN25/0255	07/08/2025	7 Sunnyside Avenue, Dandenong	Subdivision of the land into three (3) lots spear (vicsmart).
APPROVED	PLN24/0162	17/06/2024	53 King Street, Dandenong	Subdivision of the land into five (5) lots spear.
APPROVED	PLN23/0256	26/10/2023	1/57 King Street, Dandenong 2/57 King Street, Dandenong 1/57 King Street, Dandenong	Re-subdivision of the land into three (3) lots spear.
REJECTED	PLA23/0023	05/04/2023	53 King Street, Dandenong	Lodged in error.
APPROVED	PLN22/0037	27/03/2023	62 King Street, Dandenong	Development of the land for two (2) double storey dwellings.
APPROVED	PLN22/0490	27/01/2023	104a Herbert Street, Dandenong	Use of the land for a food and drink premise, display business identification signage and a reduction in the car parking requirements of clause 52.06.
APPROVED	PA2201573-1	09/11/2022	5 Stud Road, Dandenong	Discharge of condition 1, reduction of car spaces from 18 to 14 and reduction of size of sda and mta rooftop from 93sqm and 110sqm to 46sqm and 60sqm.
APPROVED	PLN21/0381	27/10/2022	10 Aratula Street, Dandenong	Development of the land for four (4) double storey dwellings.
APPROVED	PLN21/0507	22/08/2022	19 Stud Road, Dandenong	Development of the land for four (4) double-storey dwellings and to alter access to road in a transport zone 2.
APPROVED	PA2201573	20/07/2022	5 Stud Road, Dandenong	Use and development of a four-storey (plus rooftop terraces) community care accommodation building and creation of access to a road in a transport zone 2.
APPROVED	PLN21/0193	14/10/2021	13 Clement Street, Dandenong	Development of the land for four (4) double storey dwellings.
APPROVED	PLN21/0005	29/09/2021	106a Herbert Street, Dandenong	Use of the land for a take away food premise, display of internally illuminated business identification signage and a reduction in the car parking requirements.
APPROVED	PLA21/0064	21/09/2021	1/57 King Street, Dandenong 1/57 King Street, Dandenong	Amendment to: development of the land for two (2) double storey dwellings (pln20/0391).
APPROVED	PLN21/0202	13/09/2021	1/100 Herbert Street, Dandenong	Construction of a 1.8 metre high front fence on a lot less than 300 square metres.
APPROVED	PLN20/0391	04/03/2021	1/57 King Street, Dandenong	Amendment received: development of the land for two (2) double storey dwellings see child pla21/0064.
APPROVED	PLN19/0355	14/08/2019	4/3 Aratula Street, Dandenong 3 Aratula Street, Dandenong 3a Aratula Street, Dandenong 2/3 Aratula Street, Dandenong 1/3 Aratula Street, Dandenong 5/3 Aratula Street, Dandenong 3/3 Aratula Street, Dandenong	Subdivision of the land into six (6) lots.
APPROVED	PLN19/0376	14/08/2019	9/29 Stud Road, Dandenong 15/29 Stud Road, Dandenong 16/29 Stud Road, Dandenong 14/29 Stud Road, Dandenong 7/29 Stud Road, Dandenong	Subdivision x 16 spear.

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Status	Code	Date	Address	Description
			5/29 Stud Road, Dandenong 2/29 Stud Road, Dandenong 13/29 Stud Road, Dandenong 8/29 Stud Road, Dandenong 6/29 Stud Road, Dandenong	
APPROVED	PLN19/0356	31/07/2019	53 King Street, Dandenong	Subdivision of the land into five (5) lots spear.
APPROVED	PLN18/0642	14/06/2019	1/12 Clement Street, Dandenong 12 Clement Street, Dandenong	Amendment received development of the land for a single storey dwelling to the rear of an existing single dwelling and alterations and additions to the existing dwelling see child process.
APPROVED	PLN19/0044	27/02/2019	20 Stud Road, Dandenong	Subdivision of the land into five (5) lots.
APPROVED	PLN18/0260	31/07/2018	7 Sunnyside Avenue, Dandenong 1b Grandview Avenue, Dandenong 1a Grandview Avenue, Dandenong	Subdivision x 2 spear.
APPROVED	PLN17/0830	19/04/2018	18 Stud Road, Dandenong	Development of the land for five (5) double storey dwellings and alter access to a road zone, category 1.
REJECTED	PLN17/0669	09/01/2018	12 Clement Street, Dandenong	Development of the land for two (2) single storey dwellings to the rear of an existing dwelling.
APPROVED	PLN17/0241	29/11/2017	15 Stud Road, Dandenong	The development of land for five (5) double storey dwellings and a reduction of one (1) visitor car parking space.
APPROVED	PLN17/0309	14/07/2017	112 Herbert Street, Dandenong	Subdivision x 4 (spear).
APPROVED	PA1600087	22/12/2016	5 Stud Road, Dandenong	Use and development of a child care centre and alteration to a road zone category 1.
APPROVED	PLN15/0925.01	19/12/2016	53 King Street, Dandenong	Amendment to: multi dwelling development x 5 (double storey) new pln15/0925.
APPROVED	PLN16/0235	12/12/2016	20 Stud Road, Dandenong	Construction of five (5) double storey dwellings and reduction of visitor car parking space.
REJECTED	PLN15/0175	21/11/2016	106 Herbert Street, Dandenong 104a Herbert Street, Dandenong	Multi dwelling development x 5 (double storey) new.
REJECTED	PLN15/0793	04/11/2016	15 Stud Road, Dandenong	Construct buildings and works for the purpose of a four (4) storey building to contain fifteen (15) dwellings.
APPROVED	PLN16/0349	27/10/2016	3 Aratula Street, Dandenong	Multi dwelling development x 6 (double storey) new.
REJECTED	PLN15/0571	16/05/2016	61 King Street, Dandenong	Multi dwelling development x 5 (double storey) new.
APPROVED	PLN15/0925	22/04/2016	53 King Street, Dandenong	Amendment received: multi dwelling development x 5 (double storey) new see pln15/0925.01.
REJECTED	PLN16/0160	15/03/2016	5 Stud Road, Dandenong 5 Stud Road, Dandenong	Closed - reassigned to pda16/0002 under ministerial delegation.
OTHER	PSUB17/0070	Received 10/05/2017	112 Herbert Street, Dandenong	Subdivision x 4 (spear).
OTHER	PSUB18/0092	Received 14/05/2018	7 Sunnyside Avenue, Dandenong	Subdivision - residential - new lots x 2 spear.
OTHER	PSUB19/0011	Received 31/01/2019	20 Stud Road, Dandenong	Subdivision x 5 spear.
OTHER	PSUB19/0107	Received 08/07/2019	3a Aratula Street, Dandenong 2/3 Aratula Street, Dandenong 4/3 Aratula Street, Dandenong 3/3 Aratula Street, Dandenong 5/3 Aratula Street, Dandenong 1/3 Aratula Street, Dandenong 3 Aratula Street, Dandenong	Subdivision x 6 spear.

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Status	Code	Date	Address	Description
OTHER	PSUB19/0108	Received 09/07/2019	53 King Street, Dandenong	Subdivision x 5 spear.
OTHER	PSUB19/0112	Received 18/07/2019	5/29 Stud Road, Dandenong 3/29 Stud Road, Dandenong 11/29 Stud Road, Dandenong 4/29 Stud Road, Dandenong 15/29 Stud Road, Dandenong 8/29 Stud Road, Dandenong 16/29 Stud Road, Dandenong 12/29 Stud Road, Dandenong 7/29 Stud Road, Dandenong 6/29 Stud Road, Dandenong	Subdivision x 16 spear.
OTHER	PSUB23/0070	Received 14/06/2023	2/57 King Street, Dandenong 1/57 King Street, Dandenong	Subdivision x 3 spear.
OTHER	PSUB24/0047	Received 09/05/2024	53 King Street, Dandenong	Subdivision x 5 spear.

For confirmation and detailed advice about this planning permits, please contact GREATER DANDENONG council on 03 8571 1000.

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EASEMENTS



No easements for this property

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NEARBY EASEMENTS



Water
South East Water

Electricity
Department of Energy, Environment, and Climate Action

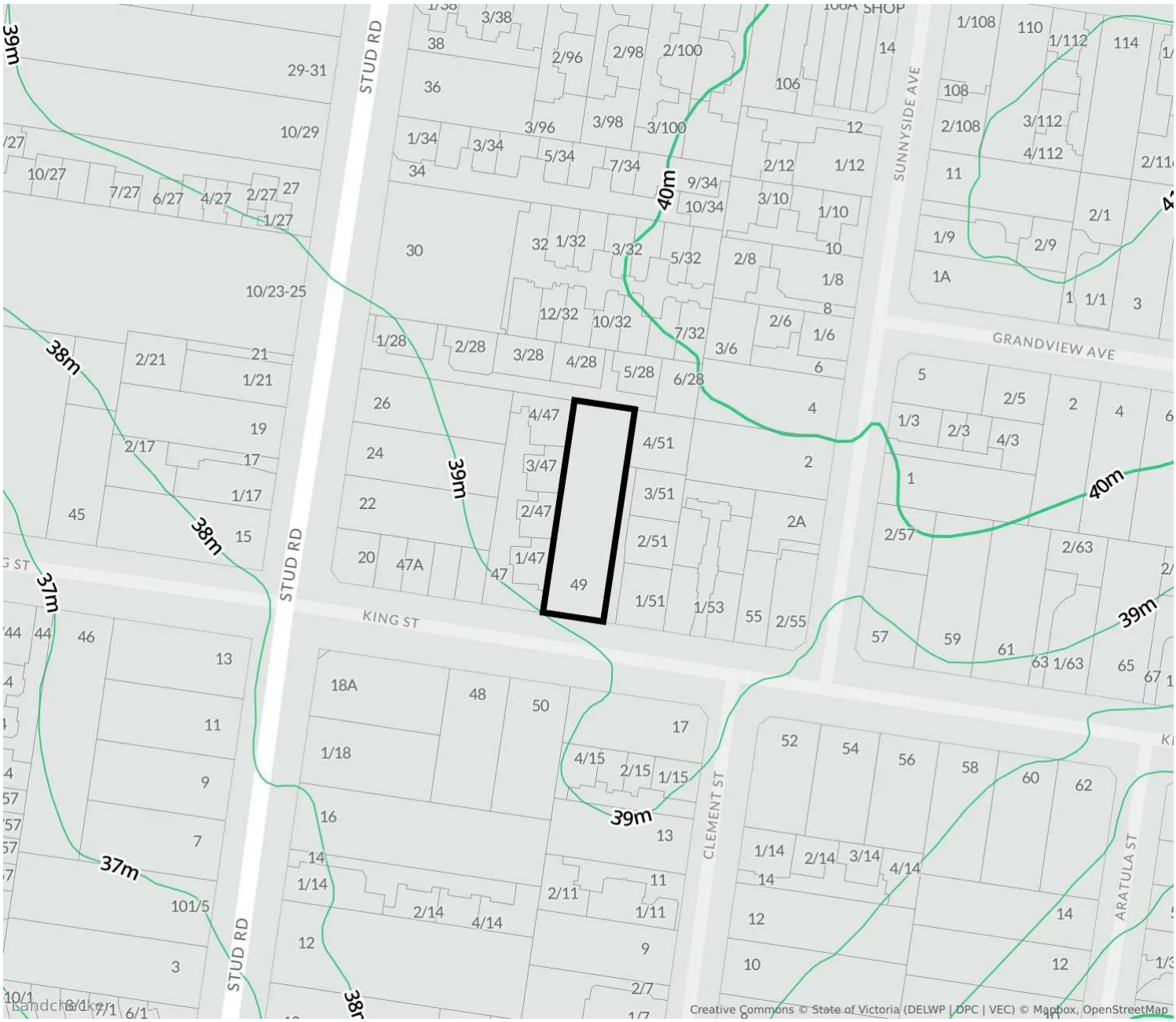
Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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TOPOGRAPHY



1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact GREATER DANDENONG council on 03 8571 1000.

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **consumer.vic.gov.au/duediligencechecklist**.

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

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

Growth areas
Are you moving to a growth area?
You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk
Does this property experience flooding or bushfire?
Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties
Moving to the country?
If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?
You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

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

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

Planning controls
Can you change how the property is used, or

Consumer Affairs Victoria

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