

Contract of Sale of Land

Property:

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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* (Vic))

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) 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* (Vic).

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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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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

Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

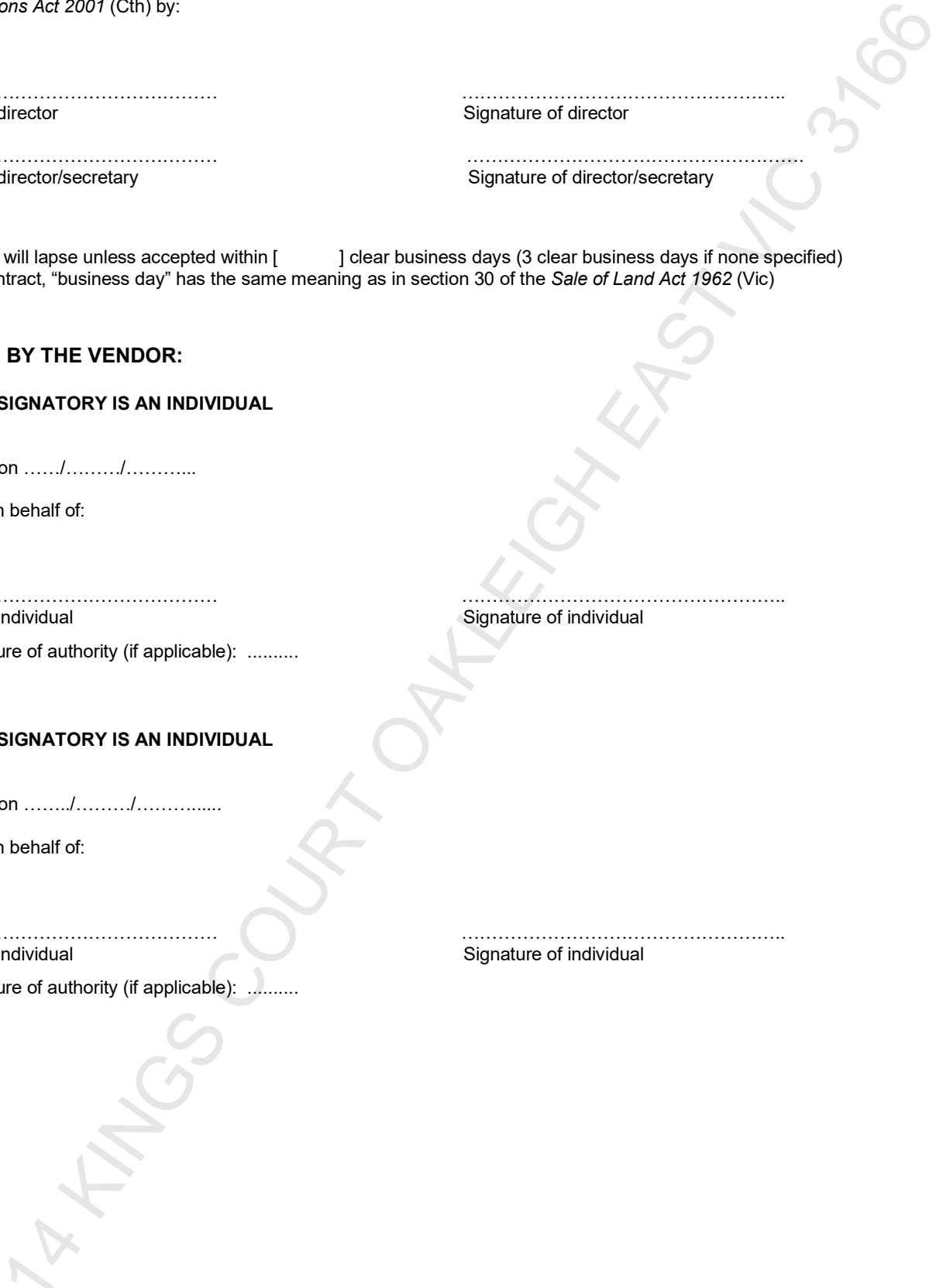
SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):



WHERE SIGNATORY IS A COMPANY:

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

14 KINGS COURT OAKLEIGH EAST VIC 3166

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Ref:

Vendor.

Name:

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume Folio		
Volume Folio		

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:

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

.....
.....

Payment

Price \$

Deposit \$ by / / 20..... (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 and 26.2)

is due on / /20.....

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

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

Lease (general condition 5.1)

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

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

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /20.....

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.*

14 KINGS COURT OAKLEIGH EAST VIC 3166

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 all 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 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 –
- 21 days have elapsed since the day of sale; and
 - 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 –
- 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
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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 –
- must not exceed 10% of the price; and
 - 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 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

- 14.6 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.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.
- 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 with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) 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, unless the margin scheme applies.
- 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 these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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
- 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.
- 23.4 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* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.
- 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 authorised 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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

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 (Vic)* –
- (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 (Vic)*; 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
-

14 KINGS COURT OAKLEIGH EAST VIC 3166

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land

+ Vendor's name		Date 26 / 2 / 26
+ Vendor's signature	<i>Paul Magenn</i> (Lawyer & Agent)	
+ Vendor's name		Date 26 / 2 / 26
+ Vendor's signature	<i>Paul Magenn</i> (Lawyer & Agent)	

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

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1. FINANCIAL MATTERS

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

- (a) Their total does not exceed:

\$

OR

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

OR

- (c) Their amounts are:

Authority	Amount	Interest (if any)
(1)	(1) \$	(1) \$
(2)	(2) \$	(2) \$
(3)	(3) \$	(3) \$
(4)	(4) \$	(4) \$

- (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$ To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

- Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

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

- Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

¹ Other than any GST payable in accordance with the contract.

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

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

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

2.2 Owner-Builder

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

(a) Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.

OR

(b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

OR

Is as follows:

--

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

--

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of planning scheme

(b) Name of responsible authority

(c) Zoning of the land

(d) Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

--

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

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

Are contained in the attached certificate.

OR

Are as follows:

6. OWNERS CORPORATION

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

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

OR

6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 The owners corporation is an inactive owner's corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

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

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

7.2 GAIC Recording

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

Any of the following certificates or notices must be attached if there is a GAIC recording.
The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

OR

(b) General Law Title

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

9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

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

- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

10.3 Further Plan of Subdivision

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

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

- (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

14 KINGS COURT OAKLEIGH EAST VIC 3106

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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 10424 FOLIO 568

Security no : 124132150427K
Produced 13/02/2026 02:56 PM

LAND DESCRIPTION

Lot 37 on Plan of Subdivision 401898K.
PARENT TITLE Volume 10320 Folio 376
Created by instrument PS401898K 28/01/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROSEMARY ANNE KING
FRANCIS RICHARD PAYNE both of 39 SYDNEY STREET KILMORE VIC 3764
AW354678V 09/12/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS401898K 28/01/1999

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
U251368N 05/06/1996

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
V848849R 20/01/1999

DIAGRAM LOCATION

SEE PS401898K 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: 14 KINGS COURT OAKLEIGH EAST VIC 3166

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS401898K

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

PLAN OF SUBDIVISION	STAGE No. <hr style="width:50%; margin: auto;"/>	LTO USE ONLY EDITION 3	PLAN NUMBER PS 401898K
----------------------------	---	----------------------------------	----------------------------------

LOCATION OF LAND

PARISH: MULGRAVE
 TOWNSHIP: _____
 SECTION: _____
 CROWN ALLOTMENT: _____
 CROWN PORTION: 15 (PART)
 LTO BASE RECORD: DCMB
 TITLE REFERENCES:
 VOL 10320 FOL 376
 LAST PLAN REFERENCE/S: PS 340590C (LOT B)
 POSTAL ADDRESS: CNR FERNTREE GULLY ROAD &
 (At time of subdivision) CLAYTON ROAD CLAYTON NTH 3168
 AMG Co-ordinates E 334,100 ZONE: 55
 (of approx centre of land in plan) N 5,803,450

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: **MONASH CITY COUNCIL** REF: 5692

- This plan is certified under Section 6 of the Subdivision Act 1988.
- ~~This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6 / /~~
- ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE
 (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.
 (ii) The requirement has been satisfied.
 (iii) ~~The requirement is to be satisfied in stages.....~~

Council Delegate
~~Council Seal~~
 Date 11 / 11 / 98

~~Re-certified under Section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council Seal~~
~~Date / /~~

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING: This is not a staged subdivision.
 Planning Permit No. P336/94

DEPTH LIMITATION: DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.
 LOTS 1 TO 18 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

SURVEY: THIS PLAN IS BASED ON SURVEY.
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 752 & 1966MMB
 IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

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

Easements and Rights pursuant to Section 12(2) of the Subdivision Act 1988 applies to all the land on this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-2	DRAINAGE	3	PS 340590C	LOTS ON PS340590C
E-2 & E-4	SEWERAGE	SEE PLAN	PS 340590C	YARRA VALLEY WATER LTD.

LTO USE ONLY

STATEMENT OF COMPLIANCE/
 EXEMPTION STATEMENT

RECEIVED

DATE 13 / 1 / 99

LTO USE ONLY

PLAN REGISTERED
 TIME 11.55
 DATE 20 / 1 / 99

[Signature]
 Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

PETER HERBERT & ASSOC. (VIC.) P/L
 CONSULTING SURVEYORS, TOWN PLANNERS
 AND PROJECT MANAGEMENT
 SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930
 PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

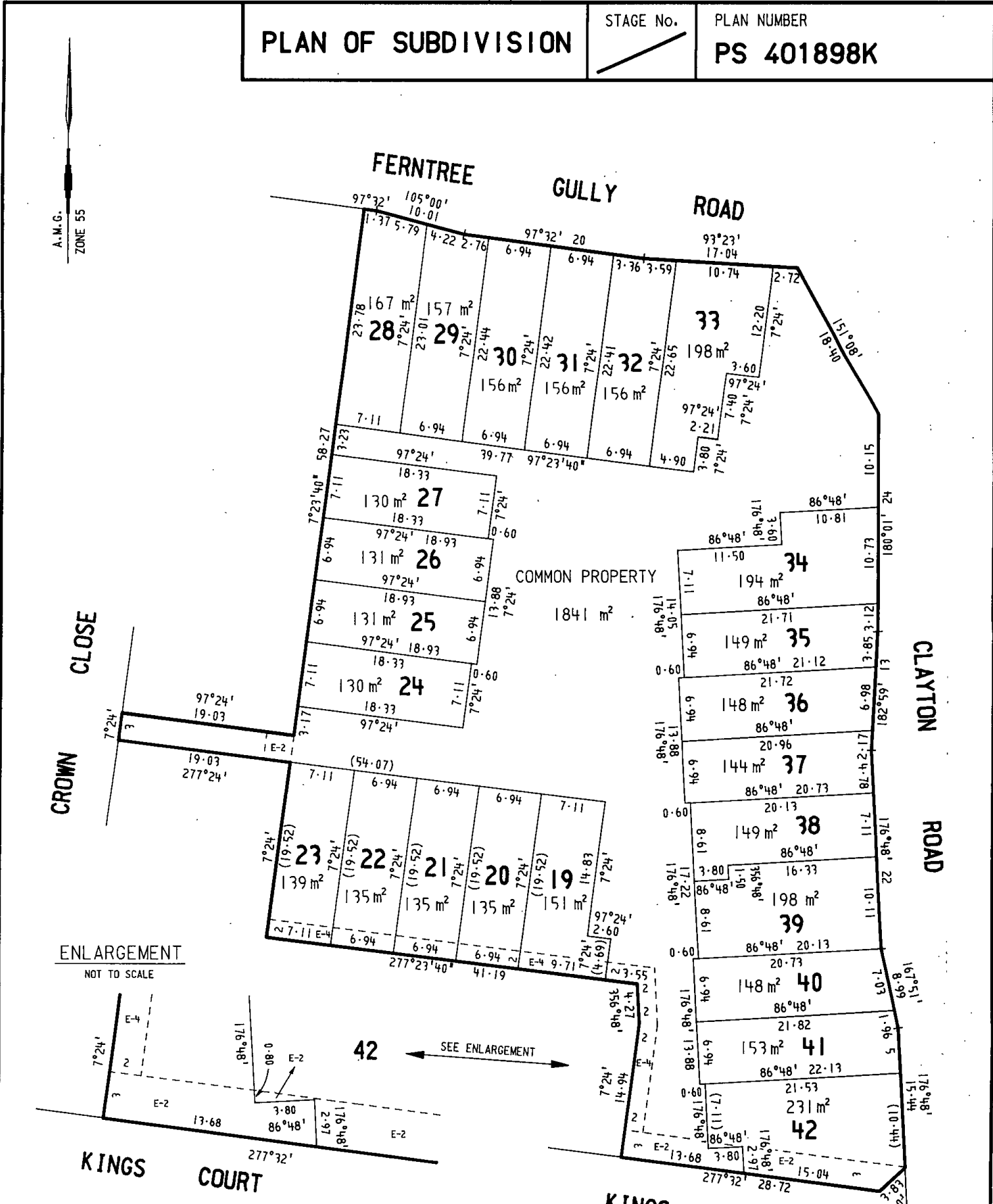
LICENSED SURVEYOR (PRINT).....ALAN L. RUNTING.....
 SIGNATURE DATE / /
 REF 2841A-ST2 VERSION 3

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE A3

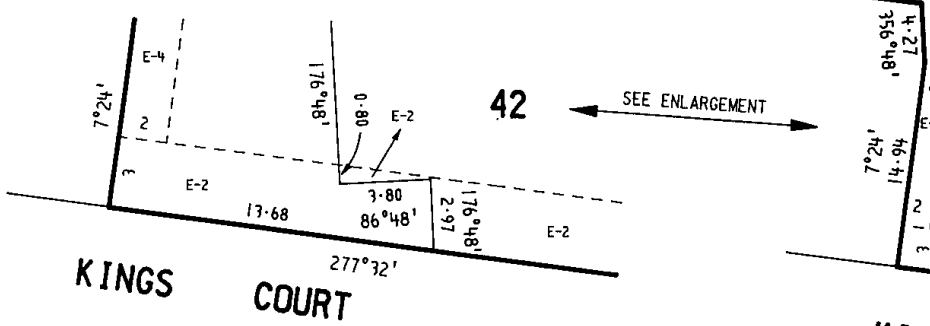
PLAN OF SUBDIVISION

STAGE No. _____ PLAN NUMBER
PS 401898K

A.M.G.
ZONE 55



ENLARGEMENT
NOT TO SCALE



PETER HERBERT & ASSOC. (VIC.) P/L
CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT
SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930
PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

<p>SCALE</p> <p>4 0 8 16</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:400</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT)..... ALAN L. RUNTING</p> <p>SIGNATURE DATE / /</p> <p>REF 2841A-ST2 VERSION 3</p>	<p>SHEET 2 OF 4 SHEETS</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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PLAN OF SUBDIVISION

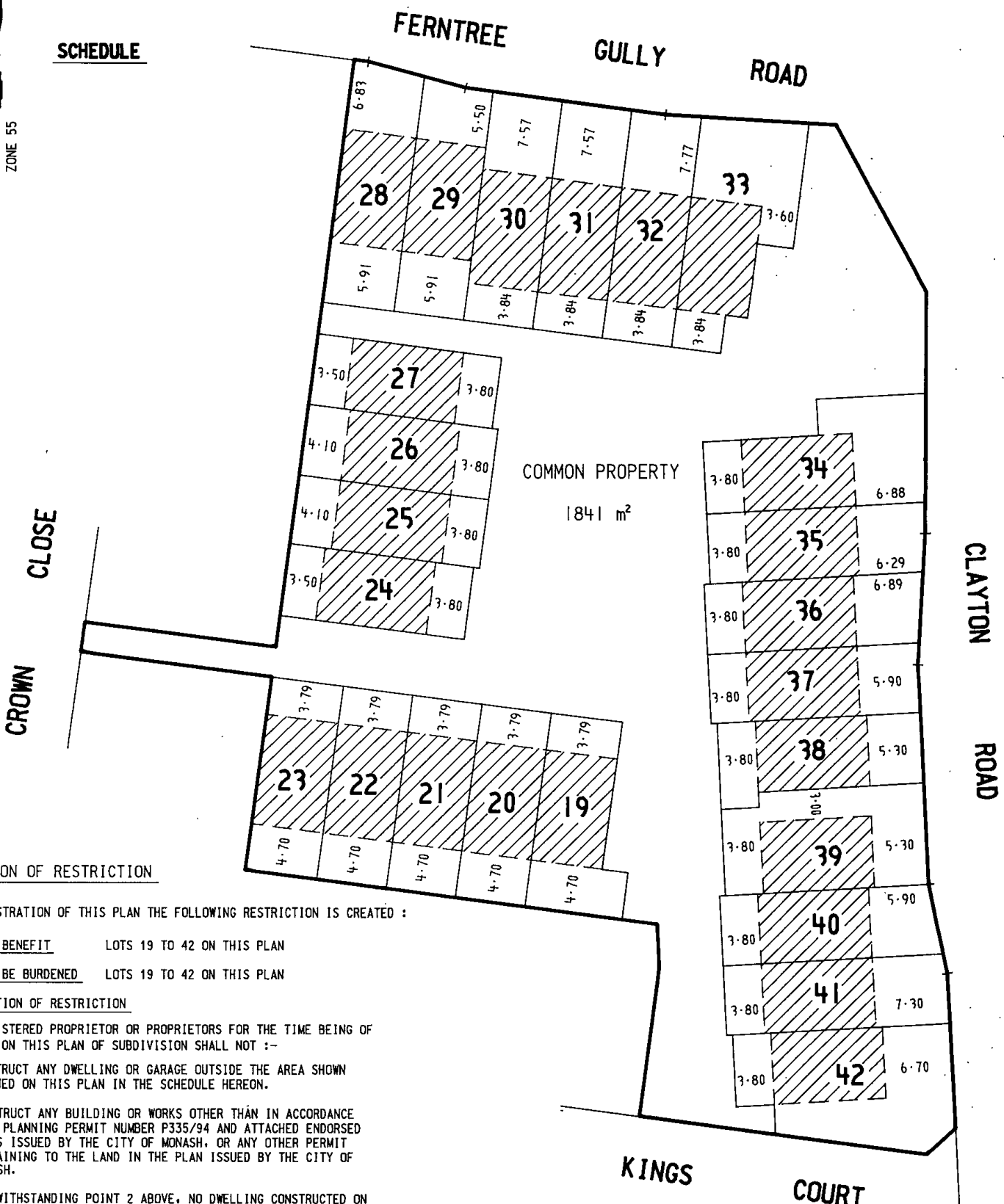
STAGE No.

PLAN NUMBER

PS 401898K

SCHEDULE

A.M.G.
ZONE 55



CREATION OF RESTRICTION

ON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED :

LAND TO BENEFIT LOTS 19 TO 42 ON THIS PLAN

LAND TO BE BURDENED LOTS 19 TO 42 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY LOT ON THIS PLAN OF SUBDIVISION SHALL NOT :-

1. CONSTRUCT ANY DWELLING OR GARAGE OUTSIDE THE AREA SHOWN HATCHED ON THIS PLAN IN THE SCHEDULE HEREON.
2. CONSTRUCT ANY BUILDING OR WORKS OTHER THAN IN ACCORDANCE WITH PLANNING PERMIT NUMBER P335/94 AND ATTACHED ENDORSED PLANS ISSUED BY THE CITY OF MONASH, OR ANY OTHER PERMIT PERTAINING TO THE LAND IN THE PLAN ISSUED BY THE CITY OF MONASH.
3. NOT WITHSTANDING POINT 2 ABOVE, NO DWELLING CONSTRUCTED ON LOTS 19 TO 42 SHALL EXCEED TWO STOREYS.

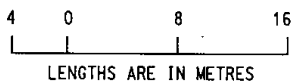
PETER HERBERT & ASSOC. (VIC.) P/L

CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA, 3930

PHONE. No. (03) 9787 2980 FAX. No. (03) 9787 4763 ACN 067 077 614

SCALE



ORIGINAL

SCALE SHEET SIZE
1:400 A3

LICENSED SURVEYOR (PRINT).....ALAN L. RUNTING.....

SIGNATURE DATE / /

REF 2841A-ST2

VERSION 3

SHEET 3 OF 4 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PS401898K

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



U251368N
050696 1047 173

Lodged at the Land Titles Office by:
 Name: **MADDOCK LONIE & CHISHOLM**
 Phone: **9288 0555**
 Address: **140 William Street Melbourne**
 Ref: **MRH:MJD:SES:357981** Customer Code: **1167E**

Titles Office Use Only

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

Section 181(1)

Planning and Environment Act 1987

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land:

Certificates of Title as set out below

Volume	Folio	Volume	Folio
10263	555	10263	563
10263	556	10263	564
10263	557	10263	565
10263	558	10263	566
10263	559	10263	567
10263	561	10263	568
10263	562	10263	569
10263	570		

Responsible Authority: *[Signature]* 17/6/96
 Monash City Council of 293 Springvale Road, Glen Waverley

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: *[Signature]*

Name of Officer: *D. CONRAN*

Date: *27/5/96*

[Signature] 13/6/96

ASEP

THIS AGREEMENT is made the 21st day of May

1996

BETWEEN:

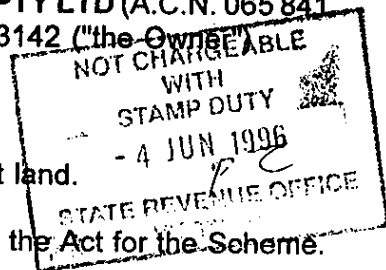
MONASH CITY COUNCIL of 293 Springvale Road, Glen Waverley, Victoria 3150 ("the Council")

- and -

MONASH AUSTRALIA DEVELOPMENTS PTY LTD (A.C.N. 065 841 572) of 54 Grange Road, Toorak, Victoria 3142 ("the Owner")

INTRODUCTION:

- A. The Owner is the registered proprietor of the subject land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. The permit was issued by the Council to allow the Owner to subdivide the subject land.
- D. The permit provided at Condition 9.4 for the Owner to enter into an Agreement pursuant to Section 173 of the Act.
- E. The Council and the Owner entered into an agreement in accordance with Condition 9.4 of the Permit on 20 December 1995 which referred to the parent title for the subject land. As the subject land has been re-subdivided by the Plan and some of the lots on the Plan have been sold, the Owner and the Council have agreed to cancel the Section 173 Agreement dated 20 December 1995 in relation to the subject land and to enter into this Agreement.
- F. The subject land is encumbered by Mortgage No. T303899V in which Metway Bank Ltd is named as the mortgagee.
- G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.



IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "the Act" means the *Planning and Environment Act 1987*.
- 1.2 "the Agreement" or "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.



2.

- 1.3 "approved" means approved by the Council.
- 1.4 "complete" in respect of any works or any part of any works means the completion of those works or the specified part of those works in accordance with plans and specifications approved by the Council to the satisfaction of the Council.
- 1.5 "development" includes subdivision.
- 1.6 "Owner" means the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.
- 1.7 "permit" means Planning Permit No. P334/94 issued by the Council on 8 February 1995.
- 1.8 "Plan" means Plan of Subdivision No. 340589L, a copy of which is attached.
- 1.4 "planning approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.9 "the Scheme" means the Monash Planning Scheme.
- 1.10 "the subject land" means the lots on the Plan identified below being the land in the Certificates of Title set out below, being situated at the corner of Ferntree Gully Road and Clayton Road, Clayton North or any part of that land.

Lot	Volume	Folio
1	10263	555
2	10263	556
3	10263	557
4	10263	558
5	10263	559
7	10263	561
8	10263	562
9	10263	563
10	10263	564
11	10263	565
12	10263	566
13	10263	567
14	10263	568
15	10263	569
A	10263	570

U251368N

050696 1047 173



3.

1.11 "the Works" means all landscaping to be carried out in accordance with this Agreement.

2. INTERPRETATION

All provisions of this Agreement are to be interpreted in the following manner unless otherwise indicated by the context:

2.1 Undefined terms or words shall have the meanings given in the Act or the Scheme.

2.2 The singular includes the plural and the plural includes the singular.

2.3 A reference to a gender includes a reference to each other gender.

2.4 A reference to a person includes a reference to a firm, corporation or other corporate body.

2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.6 A reference to a "planning scheme" or "the Scheme" shall include any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme.

2.7 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

2.8 Where in this agreement the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.

2.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.10 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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



4.

4. EFFECT OF AGREEMENT

- 4.1 This Agreement shall be deemed to come into force and effect from the date of this Agreement.
- 4.2 The obligations of the Owner under this Agreement, being obligations to be performed by the Owner as conditions subject to which the subject land may be used or developed for specified purposes and being intended to achieve or advance the objectives of the Scheme, will take effect as separate and several covenants which shall be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

5. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that -

- 5.1 apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme.
- 5.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

6. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall ensure that, until this Agreement is recorded on the folios of the register which relate to the subject land, the Owner's successors in title will:

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



5.

7. **COVENANTS OF OWNER**

The Owner covenants and agrees that it will:

Single Dwelling Covenant and Setback

7.1 not erect or cause to be erected or allow to remain on any of lots 1 to 15 on the Plan any building other than one detached dwelling house with associated outbuildings and not to construct or allow any detached dwelling, associated outbuildings or any other improvements (excluding fences or walls) to be constructed or remain within five metres from the front boundary of the relevant lot where it adjoins a road on the Plan (which front boundary shall be deemed to be, in the case of lot 1 on the Plan, the boundary which is 12 metres long and, in respect of lot 15 on the Plan, the boundary which is 12.64 metres long);

Transfers of Lots 1 to 15

7.2 not transfer any of lots 1 to 15 on the Plan without creating a covenant in the instrument of transfer to the following effect:

"And the said transferees for themselves, their heirs, executors and administrators and transferees, the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof (hereinafter referred to as "the Transferees") do hereby and as a separate covenant COVENANT with the said Transferor its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision No. PS340589L and every part or parts thereof (other than the lot hereby transferred) that the Transferees will not:

- (a) erect or cause to be erected or allow to remain on the lot hereby transferred any building other than one detached dwelling with associated outbuildings; and
- (b) construct or allow any detached dwelling, associated outbuildings or any other improvements (excluding fences or walls) to be constructed or remain within five metres of the front boundary of the lot hereby transferred.

U251368N

050696 1047 173



6.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be annexed to and run at law and in equity with each lot comprised in the said Plan of Subdivision (other than the lot hereby transferred) and that the burden thereof shall be attached to and run at law and in equity with the lot hereby transferred and every part thereof **AND IT IS REQUESTED** that the foregoing covenant shall appear on the Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same."

Lot A

7.3 only subdivide, develop or use Lot A on the Plan for residential purposes in accordance with any planning permit issued by the Council as responsible authority under the Scheme;

Landscaping

7.4 maintain and look after all landscaping which has been completed in respect of the land in the Plan in accordance with condition 9.6 of the Permit until whichever is the earlier of the following dates:-

7.4.1 the date when no less than 50% of lots 1 to 15 on the Plan have been developed as detached houses and occupied; or

7.4.2 any earlier date agreed by the Council.

Notice

7.5 bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

Compliance

7.6 carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, local laws and planning controls in relation to the subject land;

7.7 take all necessary steps to comply with the obligations of each and every clause in this Agreement;



7.

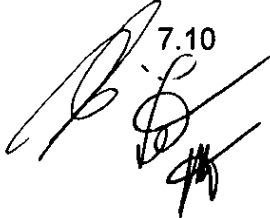
Registration

7.8 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

Mortgagee to be Bound

7.9 obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land;

Council's Costs to be Paid

 7.10 ~~forthwith~~ pay on demand to the Council the Council's reasonable costs, disbursements and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and shall remain a charge on the subject land;

Indemnity

7.11 indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance with this Agreement;

Non-Compliance

7.12 if the Owner has not complied with this Agreement within 14 days after service of a notice by the Council specifying such non-compliance, allow the Council its officers, employees, contractors or agents to enter the subject land and rectify such non-compliance;

7.13 if the Council exercises its powers to rectify the non-compliance, pay to the Council on demand its reasonable costs and expenses incurred as a result of the non-compliance which (until paid) are and shall be a charge on the subject land;



8.

- 7.14 if requested by the Council, execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement and any breach of this Agreement shall be deemed to be a default under the mortgage;
- 7.15 accept a certificate signed by the Chief Executive of the Council (or his nominee) as prima facie proof of the costs and expenses incurred by the Council to rectify the Owner's non-compliance with this Agreement;
- 7.16 pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys outstanding under this Agreement until they are paid in full;
- 7.17 agree that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Council and shall then be applied in repayment of the principal sum;

Standard of Works

- 7.18 to comply with the requirements of this Agreement and to complete all works required by the Agreement at its cost and to the satisfaction of the Council;

Council Access

- 7.19 allow the Council and/or its officers, employees, contractors or agents (at any reasonable time) to enter the subject land to assess compliance with this Agreement.

8. POWER OF ATTORNEY

- 8.1 The Owner hereby appoints the Council and any persons deriving title under the Council the Attorney of the Owner for the purposes of carrying out the Owner's obligations pursuant to this Agreement if the Owner fails to do so.
- 8.2 The Council may not execute any documents under the Power of Attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 14 days after the date of service of the Council's notice specifying such non-compliance.



9.

9. GENERAL

9.1 Notices

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

9.1.1.1 by delivering it personally to that party;

9.1.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.1.2 A notice or other communication is deemed served:

9.1.2.1 if delivered, on the next following business day;

9.1.2.2 if posted, on the expiration of two business days after the date of posting; or

9.1.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

9.2 Further Assurance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.



10.

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

10. ENDING OF AGREEMENT

10.1 This Agreement shall end in respect of Lot A on the Plan only when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

10.2 As soon as reasonably practicable after the Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s.183(2) of the Act to cancel the recording of this Agreement on the register.

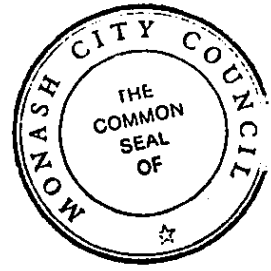
11. CANCELLATION OF PRIOR AGREEMENT

The Council and the Owner agree that, upon execution of this Agreement, the Section 173 Agreement between the parties dated 20 December 1995 is cancelled in respect of the subject land.



EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of MONASH CITY COUNCIL was affixed on behalf of Council by authority of the Chief Executive Officer on the 21st day of May 1996 in exercise of the power delegated under the Administrative Procedures (Use of Common Seal) Local Law in the presence of:



[Handwritten signature]
.....

Chief Executive Officer

[Handwritten signature]
.....

Manager Corporate Administration
~~Witness~~

THE COMMON SEAL of MONASH AUSTRALIA DEVELOPMENTS PTY LTD ACN 065 841 572 was hereunto affixed in accordance with its Articles of Association in the presence of:



[Handwritten signature]
.....

Director

[Handwritten signature]
.....

Director/Secretary

Metway Bank Ltd as Mortgagee under Instrument of Mortgage No. T303899V which encumbers the subject land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.



12.

PS340589L

U251368N
050696 1047 173



[AMN 3579813m.17:190296]

PLAN OF SUBDIVISION	STAGE No.	LTO USE ONLY EDITION 1	PLAN NUMBER PS 340589L
----------------------------	-----------	---------------------------	---------------------------

LOCATION OF LAND

PARISH: MULGRAVE

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 15 (PART)

LTO BASE RECORD: CHART 46 (3212)

TITLE REFERENCES:
Vol. 10299 Fol. 661.

LAST PLAN REFERENCE/S: PS 340588N LOT1

POSTAL ADDRESS: CNR FERNTREE GULLY ROAD &
(At time of subdivision) CLAYTON ROAD CLAYTON NORTH

AMG Co-ordinates E 334,900 ZONE: 55
(of approx centre of land N 5,803,450
in plan)

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF MONASH REF: 4107

~~1. This plan is certified under Section 6 of the Subdivision Act 1988.~~

2. This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6. 8 / 6 / 95

~~3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(1) A requirement for public open space under Section 10 of the Subdivision Act 1988 has/have not been made.

~~(11) The requirement has been satisfied.~~

~~(111) The requirement is to be satisfied in Stage.~~

— Council Delegate —
— Council Seal —
— Date — / — / —

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate
— Council Seal —
Date 9 / 8 / 95

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R1 & R2	CITY OF MONASH

NOTATIONS

STAGING This is/ is not a staged subdivision.
Planning Permit No. P 334/94

DEPTH LIMITATION: DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY: THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY. IN PS 340588N.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 752 & 1966MB
IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	SEE PLAN	THIS PLAN	LOTS ON THIS PLAN & YARRA VALLEY WATER LTD.

LTO USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE 1 / 12 / 95

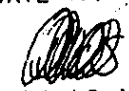
U251368N

050696 1047 173



LTO USE ONLY

PLAN REGISTERED
TIME 11:10 AM
DATE 15 / 12 / 95



Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

PETER HERBERT & ASSOC. (VIC) P/L
CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT

SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA . 3930
PHONE No. (03) 787 2980 FAX No. (03) 787 4763

LICENSED SURVEYOR (PRINT)..... ALAN L. RUNTING.....

SIGNATURE DATE 30/6/95

REF 2841 VERSION 6

.....

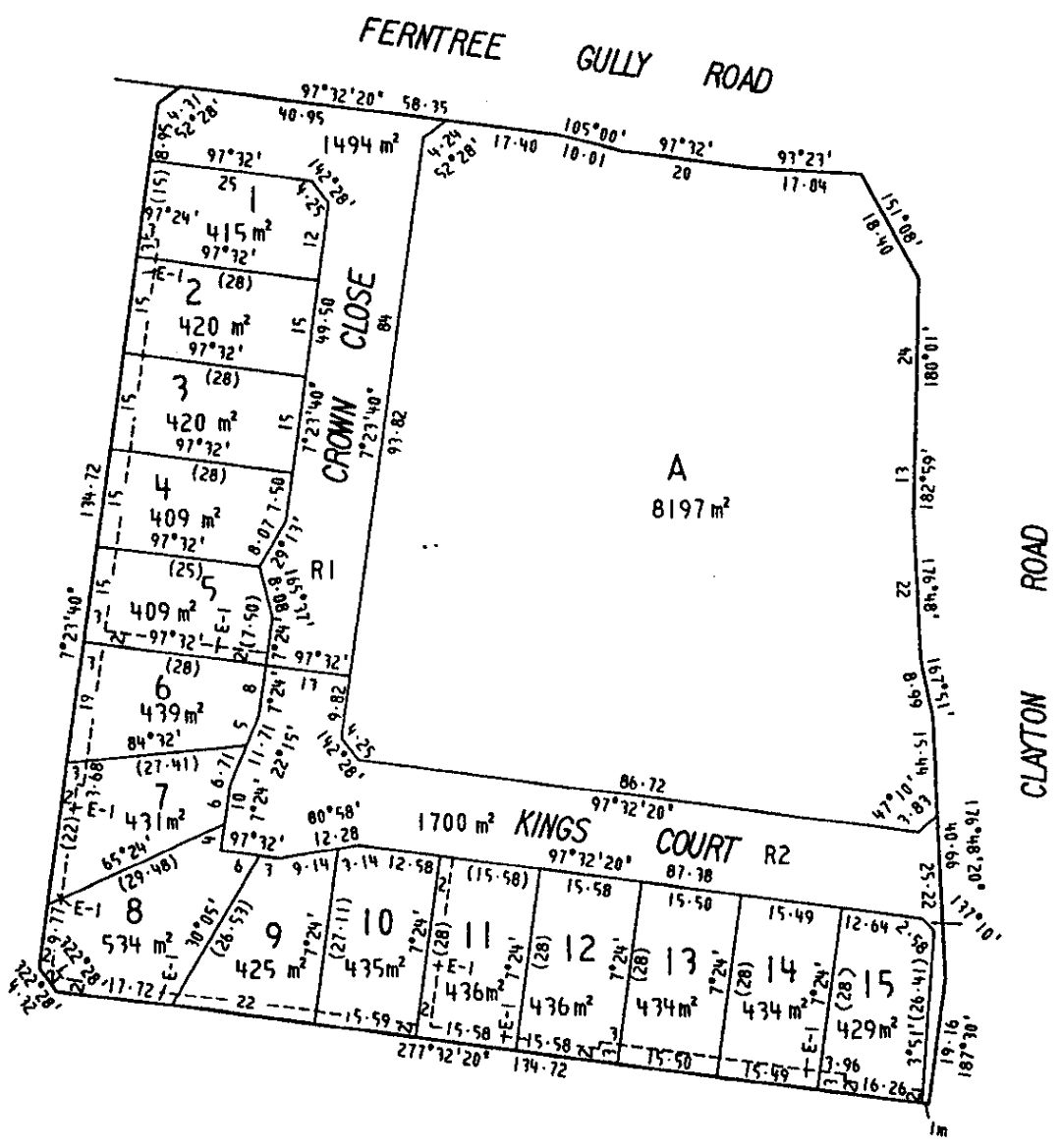
DATE 9 / 8 / 95

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 340589L
----------------------------	----------------	---------------------------

A.M.G.
ZONE 55



U251368N
050696 1047 173

PETER HERBERT & ASSOC. (VIC) P/L
CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT
SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA - 3930
PHONE No. (03) 787 2980 FAX No. (03) 787 4763

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE 1:800</p>	<p>SHEET SIZE A3</p>	<p>LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING</p> <p>SIGNATURE</p> <p>REF 2841</p>	<p>DATE 30/6/95</p> <p>VERSION 6</p>	<p>SHEET 2 OF 2 SHEETS</p> <p>DATE 7/8/95</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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V848849R
200199 1300 173



**Application by Responsible Authority
for the making of a recording of an agreement
Section 181(1) Planning and Environment Act 1987**

IMAGED

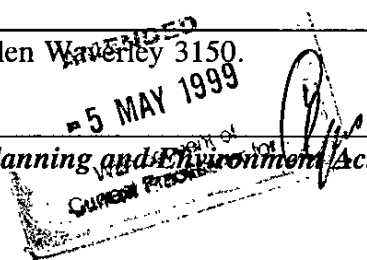
Lodged at the LAND TITLES OFFICE by:

Name: MADDOCK LONIE & CHISHOLM
Phone: 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:ALW:585123 Customer Code: 1167E

The Monash City Council having made an agreement requires a recording to be made in the Register for the land.

Land: Part of Certificate of Title Volume ¹⁰⁴²10320 Folios ^{550 to 573 b1}376 excluding the common property land contained in PS401898K.
NOW = 10424.550 TO 573 (B1)

Authority: Monash City Council of 293 Springvale Road, Glen Waverley 3150.



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

A copy of the agreement is attached to this application.

Date: 13.1.99

Signature for the Authority:

Noelene Duff

Name of officer:

Noelene Duff -

Office Held:

Acting Chief Executive Officer.



DV848849R-1-5

DM 23/3/99

Maddock Lonie & Chisholm

LAWYERS



DATED

1998

MONASH CITY COUNCIL

Council

- and -

MONASH AUSTRALIA DEVELOPMENTS PTY LTD

the Owner

**Agreement Under Section 173 of the Planning and
Environment Act 1987.**

Subject Land: Corner of Ferntree Gully Road and Clayton Road, Clayton



DV848849R-2-2

A MEMBER OF
allC asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

140 WILLIAM ST
ED

V848849R
200199 1300 173



TABLE OF CONTENTS

1.	DEFINITIONS	2
2.	INTERPRETATION	3
3.	SPECIFIC OBLIGATIONS OF THE OWNER	4
4.	FURTHER OBLIGATIONS OF THE OWNER	4
4.1	Notice and Registration	4
4.2	Further actions	4
4.3	Council's Costs to be Paid	5
5.	AGREEMENT UNDER SECTION 173 OF THE ACT	5
6.	OWNER'S WARRANTIES	5
7.	SUCCESSORS IN TITLE	5
8.	GENERAL MATTERS	5
8.1	Notices	5
8.3	No Waiver	6
8.4	Severability	6
8.5	No Fettering of Council's Powers	6
9.	COMMENCEMENT OF AGREEMENT	7



DV848849R-3-0

lgr **V848849R**
200199 1300 173



PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 13th day of January 1999

BETWEEN:

MONASH CITY COUNCIL
of 293 Springvale Road, Glen Waverley in the State of Victoria

("Council")

- and -

MONASH AUSTRALIA DEVELOPMENTS PTY LTD (ACN 065 841 572)
of 3rd Floor, 49-51 Stead Street, South Melbourne in the State of Victoria

("the Owner")

INTRODUCTION

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. On 8 February 1995 Council issued Planning Permit No. P335/94 ("the Planning Permit") allowing 42 attached houses and associated facilities to be constructed on the Subject Land in accordance with a plan endorsed under the Planning Permit. Condition 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The Owner has constructed a subdivision and will require Garbage Vehicles to enter the subdivision to provide a collection service. Council has advised the Owner that streets and turning areas are of such dimensions that if it provided the garbage collection services for the subdivision, it would only do so on the basis that it is held free of liability for any accidental damage caused by Garbage Vehicles.
- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. V493906S in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

1098 **V848849R**
200199 1300 173



F. The parties enter into this Agreement:

- (a) to give effect to the requirements of the Planning Permit; and
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS

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

- 1.1 "**the Act**" means the *Planning and Environment Act 1987*.
- 1.2 "**this Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "**Common Property Land**" means the land shown as Common Property in Plan of Subdivision PS 401898K.
- 1.4 "**Endorsed Plan**" means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement is attached to this Agreement and marked with the letter "B".
- 1.5 "**Garbage Vehicles**" means any vehicle which is primarily intended for the collection of domestic garbage or recyclables from households provided that the vehicle is owned or operated by Council or by a contractor on behalf of Council.
- 1.6 "**lot**" means a lot on the Endorsed Plan.
- 1.7 "**Mortgagee**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.8 "**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.9 "**Planning Permit**" means the Planning Permit referred to in recital C of this Agreement.

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V848849R

200199 1300 173



DV848849R-5-4



- 1.10 "Planning Scheme" means the Monash Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.11 "Subject Land" means the land situated at corner of Ferntree Gully Road and Clayton Road, Clayton being part of the land referred to in Certificate of Title Volume 10320 Folio 376 and more specifically being the land shown in (proposed) Plan of Subdivision No. PS401898K excluding the Common Property Land and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. **INTERPRETATION**

In this Agreement unless the context admits otherwise:

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



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200199 1300 173



4.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that:

- 3.1 if garbage is collected from the Subject Land or from the Common Property Land by Garbage Vehicles entering the Common Property Land, the Owner will indemnify and keep indemnified Council against any claim action suit or demand arising out of or incidental to the entry of Garbage Vehicles on the Common Property Land
- 3.2 the Owner shall have no claim, action or demand against the Council for any injury, loss or damage which may be occasioned to the Subject Land and buildings erected on the Subject Land, the Common Property Land or the convents of any building on either the Subject Land or the Common Property Land as a result of Garbage Vehicles entering onto the Subject Land or the Common Property Land.

4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

4.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

4.2 Further actions

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

[tgm

V848849R
200199 1300 173



5.

4.3 Council's Costs to be Paid

the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

8.1.1 by delivering it personally to that party;

V848849R
200199 1300 173



DV848849R-8-6



8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 **No Waiver**

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

8.4 **Severability**

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

8.5 **No Fettering of Council's Powers**

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

12gn **V848849R**
200199 1300 173



7.

9. **COMMENCEMENT OF AGREEMENT**

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

EXECUTED by the parties on the date set out at the commencement of this Agreement.

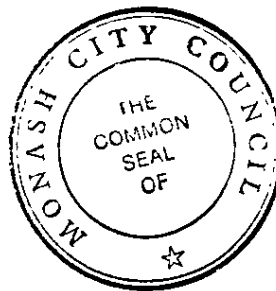
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8.

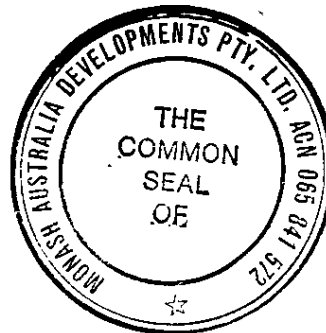
THE COMMON SEAL of MONASH)
CITY COUNCIL was hereunto affixed)
this 13th day of January 1999)
in the presence of:



Selene Huff
R Williams

Manager Corporate Administration

THE COMMON SEAL of MONASH)
AUSTRALIA DEVELOPMENTS PTY)
LTD was hereunto affixed in accordance)
with its Articles of Association in the)
presence of:



Director

Director/Secretary

Mortgagee's Consent

WESTPAC BANKING CORPORATION as Mortgagee of registered mortgage No. V493906S consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

D. O'Keefe
Business Banking Manager Melbourne

ltg **V848849R**
200199 1300 173



DV848849R-11-0



11
A11

Monash City Council
(Responsible Authority)

OAKLEIGH PLANNING SCHEME

PLANNING PERMIT

PERMIT NO. P335/94

SHEET 1 OF 3 SHEETS

ADDRESS OF THE LAND:

cnr Ferntree Gully and Clayton Roads, Clayton, City of Monash

THE PERMIT ALLOWS:

42 attached houses and associated facilities

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. This permit shall have no force or effect and no works shall be carried out on the site for the commencement of the use and/or development hereon permitted until such time that:
 - 1.1. A certificate of environmental audit has been issued, or statement made, by an Environmental Auditor appointed under Section 57AA of the Environment Protection Act 1970, attesting that, in relation to potential contaminants, the land is suitable for residential uses, all to the satisfaction of the Responsible Authority.
 - 1.2. The land subject to the development hereon approved has been created as an allotment on a Certificate of Title issued by the Registrar of Titles.
 - 1.3. An amended plan has been submitted to the Responsible Authority for approval.

Such amended plan shall be substantially in accordance with the plan accompanying the application but amended to provide for:

- 1.3.1. deletion of the tree reservation along the Main Road abuttals;
- 1.3.2. provision of an appropriate fence along the Main Road abuttals;
- 1.3.3. deletion of the proposed community centre;
- 1.3.4. a detailed landscape concept.

All to the satisfaction of the Responsible Authority. An endorsed copy of the approved plan shall form part of this permit.

Date Issued: 8TH FEBRUARY 1995

Signature for the Responsible Authority 

Planning and Environment Regulations 1987 - Form 4.4

FORM OPS/6

V848849R
200199 1300 173



DV848849R-12-8



**PLANNING PERMIT NO.: P335/94 - CNR. FERNTREE GULLY AND CLAYTON ROADS,
CLAYTON**

CONDITIONS CONTINUED:

SHEET 2 OF 3 SHEETS

- 2. The layout of the site and the size of the buildings and works hereby authorised shall be completed substantially in accordance with the conditions of this Permit and with the endorsed plan, all to the satisfaction of the Responsible Authority.
- 3. The area set aside for landscaping on the endorsed plan shall be planted and maintained to the satisfaction of the Responsible Authority.
- 4. The area set aside for the parking of vehicles, together with the associated access lanes, as delineated on the endorsed plan, shall:
 - 4.1 be provided and completed to the satisfaction of the Responsible Authority, prior to the commencement of the use hereby permitted;
 - 4.2 thereafter be maintained to the satisfaction of the Responsible Authority;
 - 4.3 be made available for such use at all times, and not be used for any other purpose;
 - 4.4 be properly formed to such levels that it can be used in accordance with the plan;
 - 4.5 be drained and sealed with an all-weather sealcoat, to the satisfaction of the Responsible Authority;
 - 4.6 have the boundaries of all vehicle spaces clearly indicated on the ground, in conformity with the endorsed plan.
- 5. ~~S~~ Stormwater drainage of the site shall be to the satisfaction of Council and be provided prior to the subdivision of the land.
- 6. ~~P~~ Prior to the occupancy of the units, the applicant and/or owner shall enter into an Agreement under Section 173 of the Planning and Environment Act 1987 that will provide Council with indemnification against any action for damages if it is agreed that Council's or its representatives garbage vehicle shall enter the site for the purpose of collecting domestic rubbish.
- 7. No works shall be commenced on the use and development hereon permitted until such time that the fencing along the Main Road frontages has been completed.
- 8. In accordance with the provisions of Section 67 and 68 of the Planning and Environment Act 1987, unless the use or development hereby permitted is commenced within two years from the date hereon and is completed within two years of the date of commencement, or any extension of these periods which the Responsible Authority may on application made before or within three months after the expiry of the Permit by writing allow, this Permit shall lapse.

Date Issued 8TH FEBRUARY 1995

Signature for the Responsible Authority.....

V848849R
200199 1300 173



DV848849R-13-6



**PLANNING PERMIT NO.: P335/94 - CNR. FERNTREE GULLY AND CLAYTON ROADS,
CLAYTON**

CONDITIONS CONTINUED:

SHEET 3 OF 3 SHEETS

NOTES

- 1 A Building Approval is required for the units prior to commencement of all building works.
- 2 The operator under this permit is advised to contact Councils Engineering Office to ascertain the requirements for stormwater discharge from the site.

Date Issued 8TH FEBRUARY 1995

Signature for the Responsible Authority.....

Planning and Environment Regulations 1987 - Form 44

Form OPS6

V848849R

200199 1300 173



DV848849R-14-4



PLAN OF SUBDIVISION

EDITION

PS 401898K

"B"

LOCATION OF LAND

PARISH: **MILGRAVE**

TOWNSHIP: _____

SECTION: _____

CROWN ALLOTMENT: _____

CROWN PORTION: **15 (PART)**

LTD BASE RECORD: **DCMB**

TITLE REFERENCES:

VOL 10320 FOL 376

LAST PLAN REFERENCE/S: **PS 340590C (LOT B)**

POSTAL ADDRESS: **CNR FEINTREE GULLY ROAD & CLAYTON ROAD CLAYTON NTH 3168**

AND Co-ordinates (at corner centre of land to plan) **E 334.100 ZONE: 55
N 6.803.450**

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: **MONASH CITY COUNCIL** REF: **5692**

1. This plan is certified under Section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under Section 11(1) of the Subdivision Act 1988.~~
~~Date of original certification under Section 6~~ / /
3. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

- (1) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.
- (11) The requirement has been satisfied.
- (111) The requirement is to be satisfied in stages.....

Council Delegate *S. Galbraith*
-Council Seal-
Date **11/11/98**

~~No certified under Section 11(1) of the Subdivision Act 1988~~

~~Council Delegate~~

~~Council Seal~~

~~Date~~ / /

NOTES OF CROSS REFERRED

IDENTIFIER COUNCIL/BODY/PERSON

NIL NIL

NOTATIONS

STARTING: This is not a staged subdivision.
Planning Permit No. **P334/94**

DEPTH LIMITATION: DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.
LOTS 1 TO 18 (INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.

SURVEY: THIS PLAN IS BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 782 & 106000
IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

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

Easements and Rights pursuant to Section 12(2) of the Subdivision Act 1988 applies to all the land on this plan.

LTD USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE / /

LTD USE ONLY

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-E	DRAINAGE	3	PS 340590C	LOTS ON PS340590C
E-E & E-A	SEWERAGE	SEE PLAN	PS 340590C	YANNA VALLEY WATER LTD.

PETER HERBERT & ASSOC. (VIC.) P/L
CONSULTING SURVEYORS, TOWN PLANNERS
AND PROJECT MANAGEMENT
SUITE 2/06 HENRY ELIZA HWY, HENRY ELIZA - 3150
PHONE: No. (03) 8787 2998 FAX: No. (03) 8787 4763 ACH GST 077 614

Licensed Surveyor (PRINT) **ALAN L. PLUMTING**
SIGNATURE *[Signature]* DATE **20/11/98**
REF **2841A-572** VERSION **3**

S. Galbraith
DATE **11/11/98**
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE **A3**

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150m

LTM-2

V848849R

200199 1300 173



DV848849R-15-2

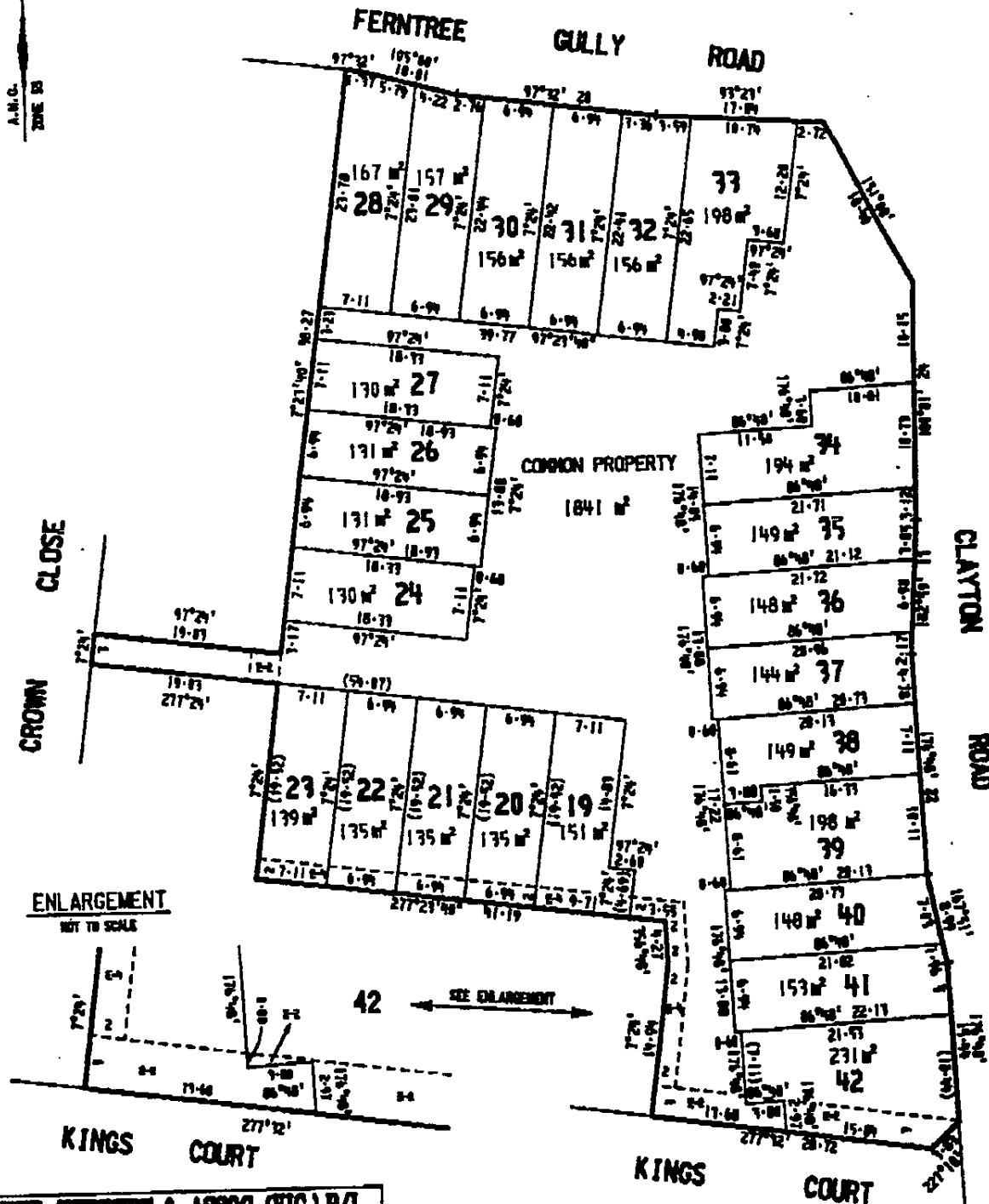


PLAN OF SUBDIVISION

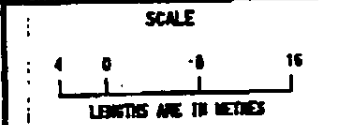
STAGE No.

PLAN NUMBER

PS 401898K



PETER HERBERT & ASSOC. (VIC.) P/L
 CONSULTING SURVEYORS, TOWN PLANNERS
 AND PROJECT MANAGEMENT
 SUITE 2/06 WHEAT ELIZA WHEATMENT ELIZA, 3630
 PRIME, No. (03) 9707 8999 FAX: No. (03) 9707 4763 ACP 067 077 614



ORIGINAL SCALE SHEET SIZE
 1:400 A3

LICENSED SURVEYOR (PRINTED) ALAN L. HUNTING
 SIGNATURE *[Signature]* DATE 26/10/98
 REF 2841A-ST2 VERSION 3

SHEET 2 OF 4 SHEETS
[Signature]
 DATE 21/11/98
 COUNCIL INDEPENDENT SIGNATURE



V848849R
 200199 1300 173



BODY CORPORATE SCHEDULE

SIGNATURE

PLAN NUMBER

PS 401898K

Body Corporate

Plan No. **PS 401898K**

Land affected by body corporate: Lots 19 to 42 and the Common Property.

Limitations on body corporate: Nil.

Postal address for service of notices
 ONE FERNTREE GULLY ROAD & CLAYTON ROAD
 CLAYTON NORTH, VIC 3168

LTO USE ONLY
 Update References.

Rules and other notations

Standard Rules Apply

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
19	200	200	35	200	200			
20	200	200	36	200	200			
21	200	200	37	200	200			
22	200	200	38	200	200			
23	200	200	39	200	200			
24	200	200	40	200	200			
25	200	200	41	200	200			
26	200	200	42	200	200			
27	200	200						
28	200	200						
29	200	200						
30	200	200						
31	200	200						
32	200	200						
33	200	200						
34	200	200						
Total			Total	4800	4800	Total		

PETER HERBERT & ASSOC. (VIC) P/L

CONSULTING SURVEYORS • TOWN PLANNERS
 AND PROJECT MANAGEMENT

30/115 2/46 MOUNT ELIZA HWY MOUNT ELIZA • 3103
 PHONE: (051) 9787 2000 FAX: (051) 9787 4763 ACH 007 077 514

LICENSED SURVEYOR APPOINTED ALAN L. RUMTING

SIGNATURE

REF 2841A-672

PART 4 OF 4 SHEETS

DATE 11/01/98
 COUNCIL DELIBERATE SIGNATURE
 ORIGINAL SHEET SIZE A3

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

LTM-88

V848849R
 200199 1300 173



DV848849R-18-7



Created at 23 February 2026 02:31 PM

PROPERTY DETAILS

Address: **14 KINGS COURT OAKLEIGH EAST 3166**

Lot and Plan Number: **Lot 37 PS401898**

Standard Parcel Identifier (SPI): **37\PS401898**

Local Government Area (Council): **MONASH**

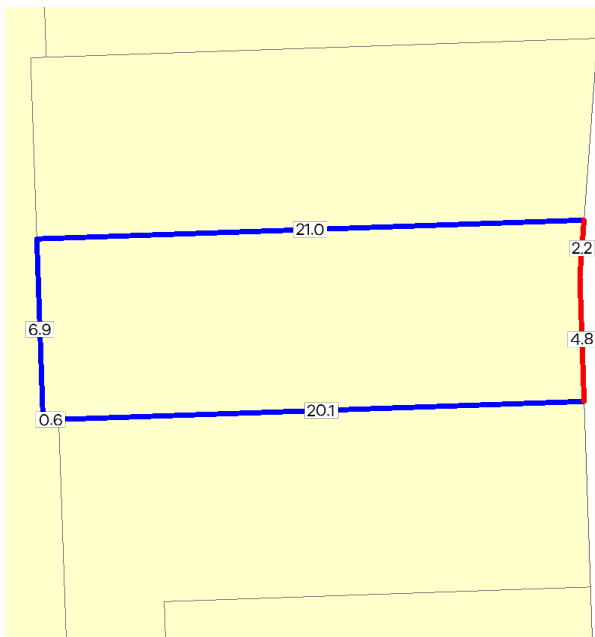
Council Property Number: **227720**

Directory Reference: **Melway 70 D7**

www.monash.vic.gov.au

SITE DIMENSIONS

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



Area: 144 sq. m

Perimeter: 56 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **OAKLEIGH**

PLANNING INFORMATION

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

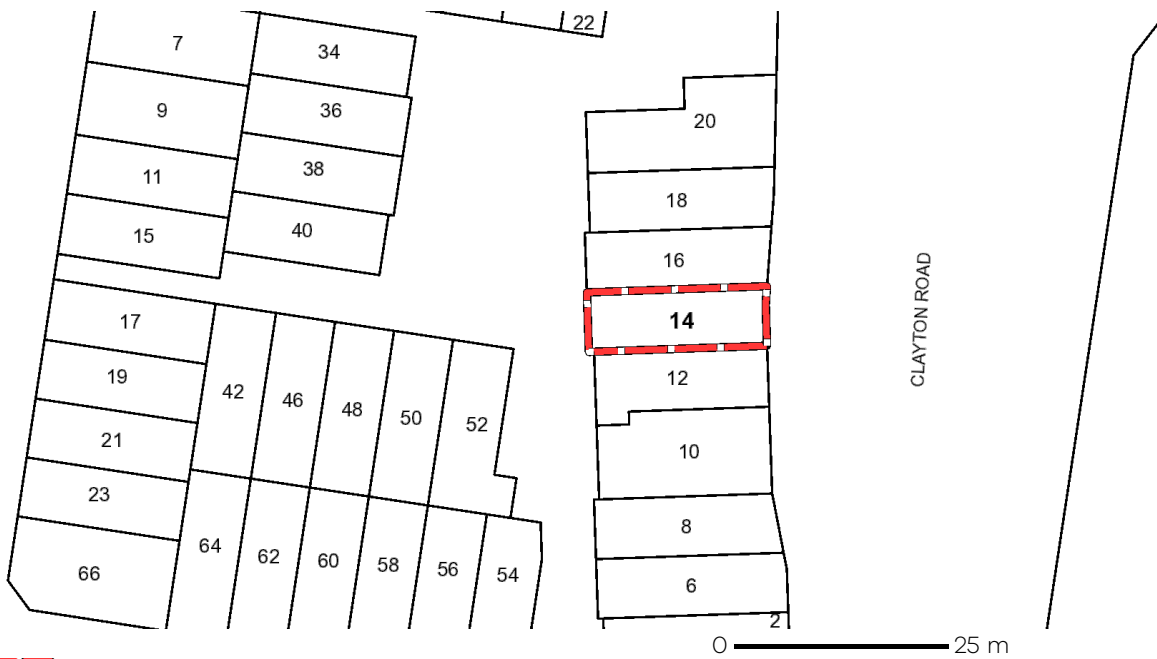
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

PROPERTY DETAILS

Address: **14 KINGS COURT OAKLEIGH EAST 3166**
 Lot and Plan Number: **Lot 37 PS401898**
 Standard Parcel Identifier (SPI): **37\PS401898**
 Local Government Area (Council): **MONASH**
 Council Property Number: **227720**
 Planning Scheme: **Monash**
 Directory Reference: **Melway 70 D7**

www.monash.vic.gov.au

[Planning Scheme - Monash](#)

UTILITIES

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

STATE ELECTORATES

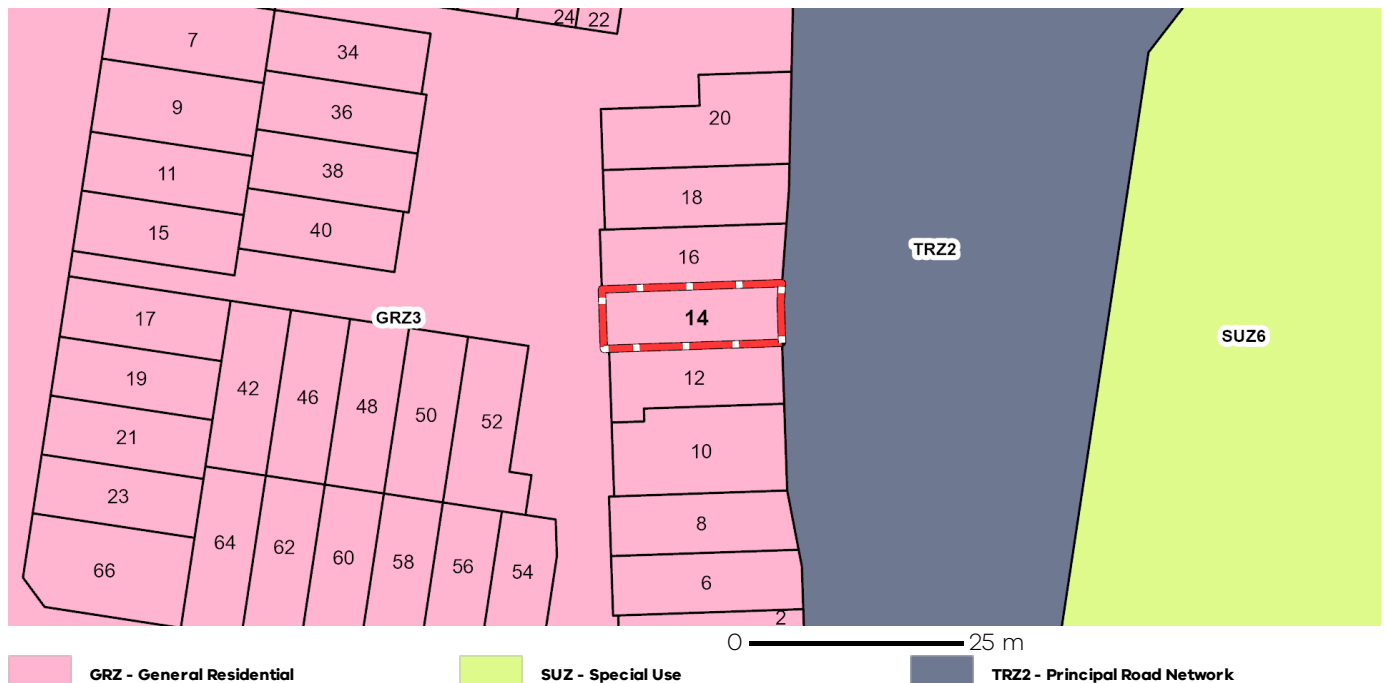
Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **OAKLEIGH**
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

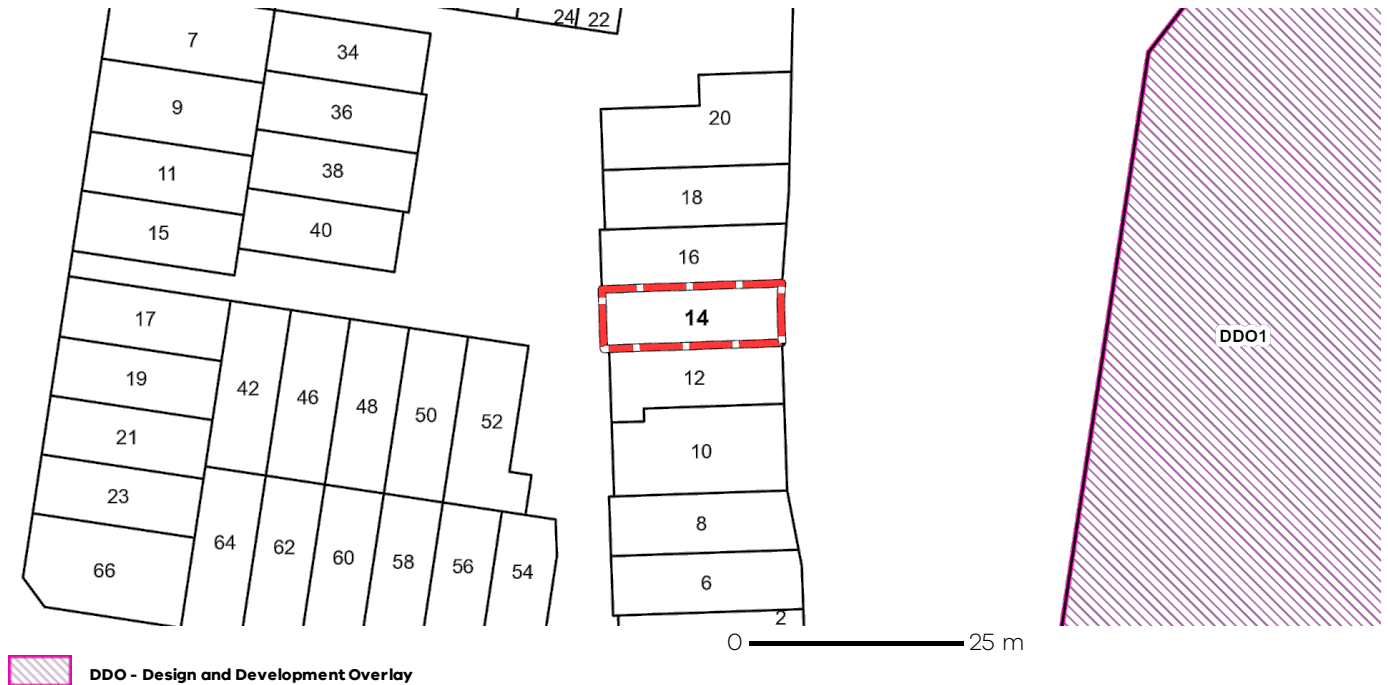
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development Overlay

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

Further Planning Information

Planning scheme data last updated on 17 February 2026.

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

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

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

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

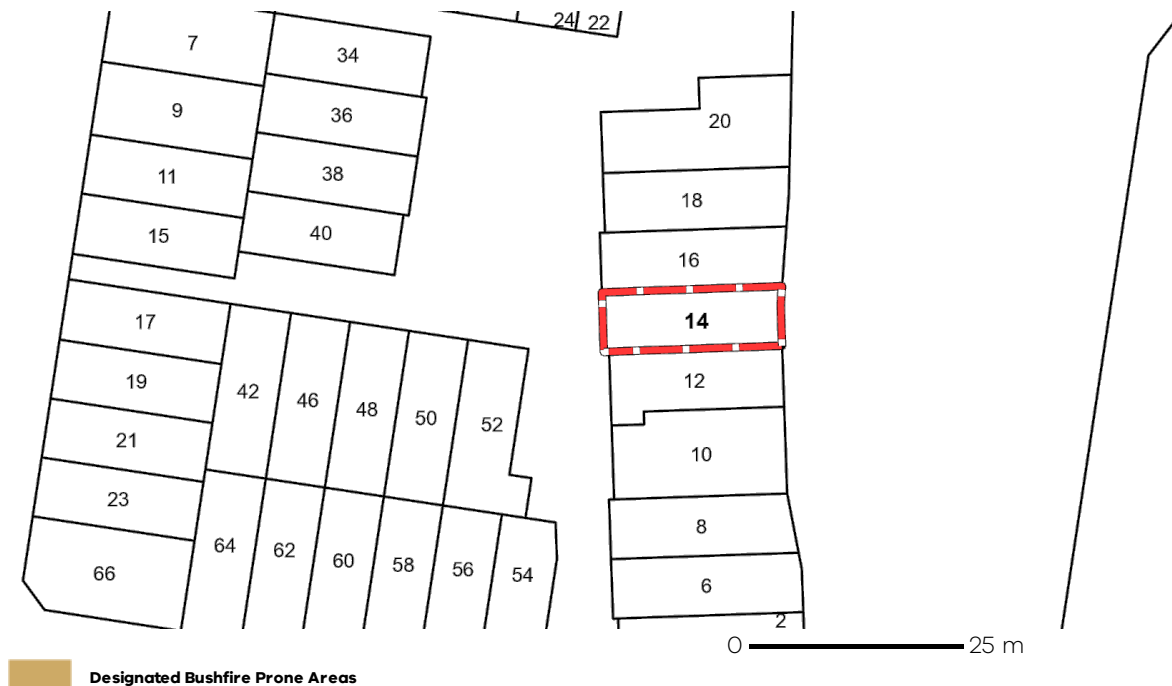
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

32.08
31/03/2025
VC267

GENERAL RESIDENTIAL ZONE

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

Purpose

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

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

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

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

32.08-1
27/03/2017
VC110

Neighbourhood character objectives

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

32.08-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

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

MONASH PLANNING SCHEME

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

Section 2 - Permit required

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

MONASH PLANNING SCHEME

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

Section 3 – Prohibited

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

32.08-3
16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

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

Minimum garden area requirement

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

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

Clause 56 requirement

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

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

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

VicSmart applications

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

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

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

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

32.08-4
14/12/2023
VC253

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

Minimum garden area requirement

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

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

This does not apply to:

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

32.08-5
08/09/2025
VC282

Construction and extension of one dwelling on a lot

Permit requirement

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

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

MONASH PLANNING SCHEME

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

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

VicSmart applications

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

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

Transitional provisions

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

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

32.08-6
08/09/2025
VC282

Construction and extension of a small second dwelling on a lot

Permit requirement

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

A development must meet the requirements of Clause 54.

VicSmart applications

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

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

Transitional provisions

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

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

32.08-7
16/10/2025
VC288

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

Permit requirement

A permit is required to:

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

MONASH PLANNING SCHEME

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

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

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

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

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

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

VicSmart applications

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

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

Transitional provisions

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

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

Clause 58 does not apply to:

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

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

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

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

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

32.08-8
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

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

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

32.08-9
14/12/2023
VC253

Residential aged care facility

Permit requirements

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

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

32.08-10
08/09/2025
VC282

Buildings and works associated with a Section 2 use

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

VicSmart applications

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

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

Transitional provisions

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

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

32.08-11
14/12/2023
VC253

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

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

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

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

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

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

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

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

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

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

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

Building height if land is subject to inundation

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

Application requirements

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

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

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

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

32.08-13

08/09/2025
VC282

Exemption from notice and review

Subdivision

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

Construction and extension of one dwelling on a lot

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

Construction and extension of a small second dwelling on a lot

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

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

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

32.08-14

31/03/2025
VC267

Decision guidelines

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

General

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

Subdivision

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

Dwellings, small second dwellings and residential buildings

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

Non-residential use and development

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

32.08-15

14/12/2023
VC253

Signs

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

32.08-16

14/12/2023
VC253

Transitional provisions

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

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

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

14/11/2019
C125Pt2mona

SCHEDULE 3 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ3** .

GARDEN CITY SUBURBS

1.0
14/11/2019
C125Pt2mona

Neighbourhood character objectives

To support new development that contributes to the preferred garden city character through well landscaped and spacious gardens that include canopy trees.

To promote the preferred garden city character by minimising hard paving throughout the site by limiting the length and width of accessways and limiting paving within open space areas.

To support new development that minimises building mass and visual bulk in the streetscape through generous front and side setbacks, landscaping in the front setback and breaks and recesses in the built form.

To support new development that locates garages and carports behind the front walls of buildings.

2.0
03/05/2024
VC255

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

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

No

3.0
08/09/2025
VC282

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A2-1	None specified
	B2-1	None specified
Site coverage	A2-5	None specified
	B2-5	None specified
Private open space	A3-2	None specified
	B3-5	None specified
Front fence height	A2-7 and B2-8	A front fence within 3 metres of a street should not exceed 1.2 metres.

4.0
03/05/2024
VC255

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

None specified.

5.0
03/05/2024
VC255

Application requirements

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

MONASH PLANNING SCHEME

- Plans showing existing vegetation and any trees proposed to be removed.
- Plans showing proposed landscaping works and planting including tree species and mature height.
- A schedule of materials and finishes to be used in the development.
- A plan identifying service areas, such as waste and recycling areas, utilities and services.

6.0
03/05/2024
VC255

Decision guidelines

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

- Whether the development provides an appropriate transition to built form on adjoining sites.
- The robustness of proposed materials and finishes.
- The impact of the shape and dimensions of the lot on the ability of the development to meet any requirements of this schedule.
- The location and number of vehicle crossovers.
- The impact of the development on nature strips and street trees.
- The location, quantity and species of vegetation provided.



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 13/02/2026 02:58:12 PM

**OWNERS CORPORATION
PLAN NO. PS401898K**

The land in PS401898K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 19 - 42.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AN095545L 12/09/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 19	200	200
Lot 20	200	200
Lot 21	200	200
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200



Department of Transport and Planning

Owners Corporation Search Report

Produced: 13/02/2026 02:58:12 PM

**OWNERS CORPORATION
PLAN NO. PS401898K**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	200	200
Lot 30	200	200
Lot 31	200	200
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Total	4800.00	4800.00

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

Statement End.

Francis Richard Payne
c/- Xynergy Realty Group Oakleigh
19 Station Street
OAKLEIGH 3166 VIC

OWNERS CORPORATION FEE NOTICE

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

14 Kings Court OAKLEIGH EAST VIC 3166

Tax Invoice

Owners Corporation 401898
ABN: 56 343 413 163
Date of Notice: 03/12/2025

Unit Number:	14
Lot Number:	37
Amount Due:	\$511.00

As per the Annual General Meeting minutes, the Owners Corporation Plan of Subdivision 401898 resolved pursuant to Section 31 of The Owners Corporations Act 2006 to charge 10% interest per annum (as per the Penalty Interest Rates Act 1983) on any amount payable by a lot owner that is still outstanding after the due date. Payment must be made within 28 days after the date of this notice.

Details	Admin	Maintenance	Interest	Due Date	Total
Standard Fee Contribution Schedule (01/01/26 - 31/03/26)	\$511.00	\$0.00	\$0.00	01/01/2026	\$511.00
Total Amount Due \$511.00					

No GST has been charged.

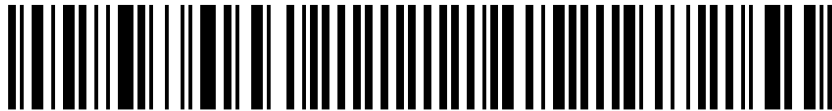


Credit Card
Visit def.com.au to pay by credit card. Payments may attract a surcharge.

Australia Post
Pay in-store at Australia Post by cheque or EFTPOS. Cheques payable to OC 401898



Bill Code: 96503
Ref: 23980497400422



*496 239804974 00422
DEFT Reference Number 23980497400422

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

Important information on fees and charges

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

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

Enquiries

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

Payment Plans and financial hardship

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

Disputes

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

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

Internal Dispute Resolution process

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

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

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

Resolving disputes through the Dispute Settlement Centre of Victoria

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

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

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

Property Clearance Certificate

Land Tax



PAUL MAGINN

Your Reference: LD:79645392-012-4.PAYNE &

Certificate No: 97716212

Issue Date: 13 FEB 2026

Enquiries: ESYSPROD

Land Address: 14 KINGS COURT OAKLEIGH EAST VIC 3166

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27064815	37	401898	10424	568	\$1,226.80

Vendor: FRANCIS PAYNE & ROSEMARY KING

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
DR FRANCIS RICHARD PAYNE	2026	\$265,000	\$1,226.80	\$0.00	\$1,226.80

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
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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): \$685,000

SITE VALUE (SV): \$265,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$1,226.80**

Notes to Certificate - Land Tax

Certificate No: 97716212

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$265,000

Calculated as \$975 plus (\$265,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,850.00

Taxable Value = \$685,000

Calculated as \$685,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97716212

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: 97716212

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



PAUL MAGINN

Your Reference: LD:79645392-012-4.PAYNE & KING

Certificate No: 97716212

Issue Date: 13 FEB 2026

Enquires: ESYSPROD

Land Address: 14 KINGS COURT OAKLEIGH EAST VIC 3166

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27064815	37	401898	10424	568	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$685,000

SITE VALUE: \$265,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97716212

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



PAUL MAGINN

Your Reference: LD:79645392-012-4.PAYNE & KING

Certificate No: 97716212

Issue Date: 13 FEB 2026

Land Address: 14 KINGS COURT OAKLEIGH EAST VIC 3166

Lot	Plan	Volume	Folio
37	401898	10424	568

Vendor: FRANCIS PAYNE & ROSEMARY KING

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

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97716212

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

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97716211</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97716211</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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2025/2026 RATE & VALUATION NOTICE

Rates, Charges and Levies
For the period 1 July 2025 to 30 June 2026

Phone: (03) 9518 3555
Email: mail@monash.vic.gov.au
ABN: 23 118 071 457



024-3764 (693)

R A King and F R Payne
39 Sydney St
KILMORE VIC 3764

ASSESSMENT NO:	1580687
Notice Issue Date	11-Jul-25
Date Rates Declared	28-May-25
Capital Improved Value (CIV)	\$685,000
Site Value	\$265,000
Net Annual Value	\$34,250

PROPERTY DETAILS

14 Kings Court
OAKLEIGH EAST VIC 3166
Lot 37 PS 401898K Parish of Mulgrave
Emergency Services Volunteer Fund Classification - Residential
Ward - University
Land Use - 120 Single Unit/Villa Unit/Townhouse

DETAILS OF RATES, CHARGES AND LEVIES

COUNCIL RATE & CHARGES

Arrears/Balance B/Fwd 01-Jul-2025	\$0.00
Residential Rate (Rate on CIV .00144863)	\$992.30
Recycling & Waste Charge	\$65.00

STATE GOVERNMENT LEVY

State ESVF* (Rate on CIV .000173 + \$136.00)	\$254.50
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REBATES, CREDITS & PAYMENTS

Credit/Payment/s	-\$0.00
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AMOUNT PAYABLE

\$1,311.80

Payment in Full by

16-Feb-26 **\$1,311.80**

- Reminder notices will not be issued.

or

Payment of Four Instalments by

30-Sep-25	\$330.80	02-Mar-26	\$327.00
01-Dec-25	\$327.00	01-Jun-26	\$327.00

- To qualify you must make payment by 30-Sep-25.
- Arrears if any are included in the first payment.
- Reminder notices will be issued for the remaining instalments (except those paying by direct debit).

or

Payment of Ten Instalments by

01-Sep-25	\$132.80	02-Feb-26	\$131.00
01-Oct-25	\$131.00	02-Mar-26	\$131.00
03-Nov-25	\$131.00	01-Apr-26	\$131.00
01-Dec-25	\$131.00	01-May-26	\$131.00
02-Jan-26	\$131.00	01-Jun-26	\$131.00

- To qualify you must make payment by 01-Sep-25.
- Arrears if any are included in the first payment.
- A single notice for the remaining nine instalments will be issued after the first qualifying payment has been made by 01-Sep-25 (except those paying by direct debit).

*22.08.25
2008935231*

Payments received by Council after 30 June 2025 have not been included in the above amount payable.

*ESVF = Emergency Services Volunteer Fund

ELECTRONIC NOTICES AND PAYMENT PLANS: For full details, see overleaf.



Billpay Code: 0547
Ref. 1580 687



Billier Code: 1826
Ref. 0001580687

By phone: 13 18 16 CREDIT CARD
In person: at any Post Office
Via internet: monash.vic.gov.au/payments

BPAY® this payment via Internet or phone banking



ONLINE
monash.vic.gov.au/payments

MAIL
Cheque only, payable to
'Monash Council' & mail to: Monash
Council, PO Box 1, Glen Waverley 3150

IN PERSON
Civic Centre (293 Springvale Rd,
Glen Waverley) or Oakleigh Service
Centre (3 Atherton Rd).

In Full \$1,311.80



*547 1580687

or

Four Instals \$330.80



*547 1580687

or

Ten Instals \$132.80



*547 1580687

Your quarterly bill



Emailed to: roseking_55@hotmail.com
MR F PAYNE & MS R KING
39 SYDNEY ST
KILMORE VIC 3764

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 56 2454 7177
Invoice number 5623 6538 98842
Issue date 10 Dec 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$197.98

Direct debit
31 Dec 2025

Summary

14 KINGS CT, OAKLEIGH EAST

Property Number 1556 592, PS 401898

Product/Service	Amount
Water Supply System Charge	\$21.26
Sewerage System Charge	\$122.58
Yarra Valley Water Total	\$143.84
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$31.51
Parks Charge	\$22.63
TOTAL (GST does not apply)	\$197.98

No water usage has been charged on this account.

Payment summary

Last Account	\$197.98
Paid/Adjusted	-\$197.98
Balance	\$0.00
Total this Account	+\$197.98
Total Balance	\$197.98



How to pay



*3042 562365389884 2



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **562416609**



BPAY®

Bill code: **344366**
Ref: **562 4547 1778**



Centrelink

Use Centrelink to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **5623 6538 98842**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**

MR F PAYNE & MS R KING

Account number 56 2454 7177
Invoice number 5623 6538 98842
Total due **\$197.98**
Direct debit **31 Dec 2025**

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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