

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 incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

Vendor 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

Delete as appropriate wherever an asterisk (*) appears. "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

Unit 2, 8 Monteith Crescent, Endeavour Hills, Victoria 3802
Volume: 10371 **Folio:** 509

**+ Vendor's
name**

Gregory David Harries

Date
/ /

**+ Vendor's
signature**

**+ Vendor's
name**

Christine Jane Harries

Date
/ /

**+ Vendor's
signature**

**+ 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:

\$7,000.00

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

1.4 ~~Sale Subject to Mortgage~~

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable.

2. INSURANCE

2.1 ~~Damage and Destruction~~

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

(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:

None to the Vendors' knowledge.

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

None to the Vendors' knowledge.

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:

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

4.2 Agricultural Chemicals

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

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

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:

None to the Vendors' knowledge but the Purchaser ought to make its own enquiries noting that the Vendors have no means of knowing all decisions of any applicable authorities unless such decisions have been communicated to the Vendors.

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:

Nil.

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 owners corporation.²~~

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 ☐

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.

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 vendor statement for convenience.)

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

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

~~*Are contained in the attached building energy efficiency certificate.~~

OR

*Are as follows:

Nil.

12. DUE DILIGENCE CHECKLIST

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10371 FOLIO 509

Security no : 124127477397Q
Produced 26/08/2025 11:49 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 408486W.
PARENT TITLE Volume 10354 Folio 099
Created by instrument PS408486W Stage 3 03/03/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GREGORY DAVID HARRIES
CHRISTINE JANE HARRIES both of 2/8 MONTEITH CRESCENT, ENDEAVOUR HILLS VIC
3802
AK326202M 07/05/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK326203K 07/05/2013
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS408486W 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: UNIT 2 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS408486W
OWNERS CORPORATION 2 PLAN NO. PS408486W

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS408486W
Number of Pages (excluding this cover sheet)	6
Document Assembled	26/08/2025 11:49

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY

PLAN NUMBER

EDITION 3

PS 408486W

LOCATION OF LAND

PARISH: NARREE WORRAN

TOWNSHIP: _____

SECTION: _____

CROWN ALLOTMENT: _____

CROWN PORTION: 15 (PART)

LTO BASE RECORD: DCMB

TITLE REFERENCES:

VOL 9574 FOL 431

LAST PLAN REFERENCE/S: C.P. 156903

POSTAL ADDRESS: 8 MONTEITH CRESCENT
(At time of subdivision) ENDEAVOUR HILLS, 3802.

AMG Co-ordinates E 347,400 ZONE: 55
(of approx centre of land in plan) N 5,795,360

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CASEY CITY

REF: S97/1217

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 / /~~

3. ~~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 Stage.....~~

Council Delegate

~~Council Seal~~

Date 10 / 10 / 97

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

Council Delegate

Council Seal

Date / /

NOTATIONS

STAGING: This is a staged subdivision.
Planning Permit No.

DEPTH LIMITATION: DOES NOT APPLY

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.

SURVEY: THIS PLAN IS BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 65, 182, 246

IN PROCLAIMED SURVEY AREA No. 32

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-1	DRAINAGE & SEWERAGE	2.50	L.P.119525	LOTS ON L.P.119525

LTO USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ☒

DATE 24 / 10 / 97

LTO USE ONLY

THIS IS AN L.T.O.
COMPILED PLAN

CHECKED 6 / 3 / 98

ellie Baguley
Assistant Registrar of Titles

SHEET 1 OF 6 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. RUNITING

SIGNATURE DATE / /

REF 3362/PS-1

VERSION 6

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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

LT01.DGN

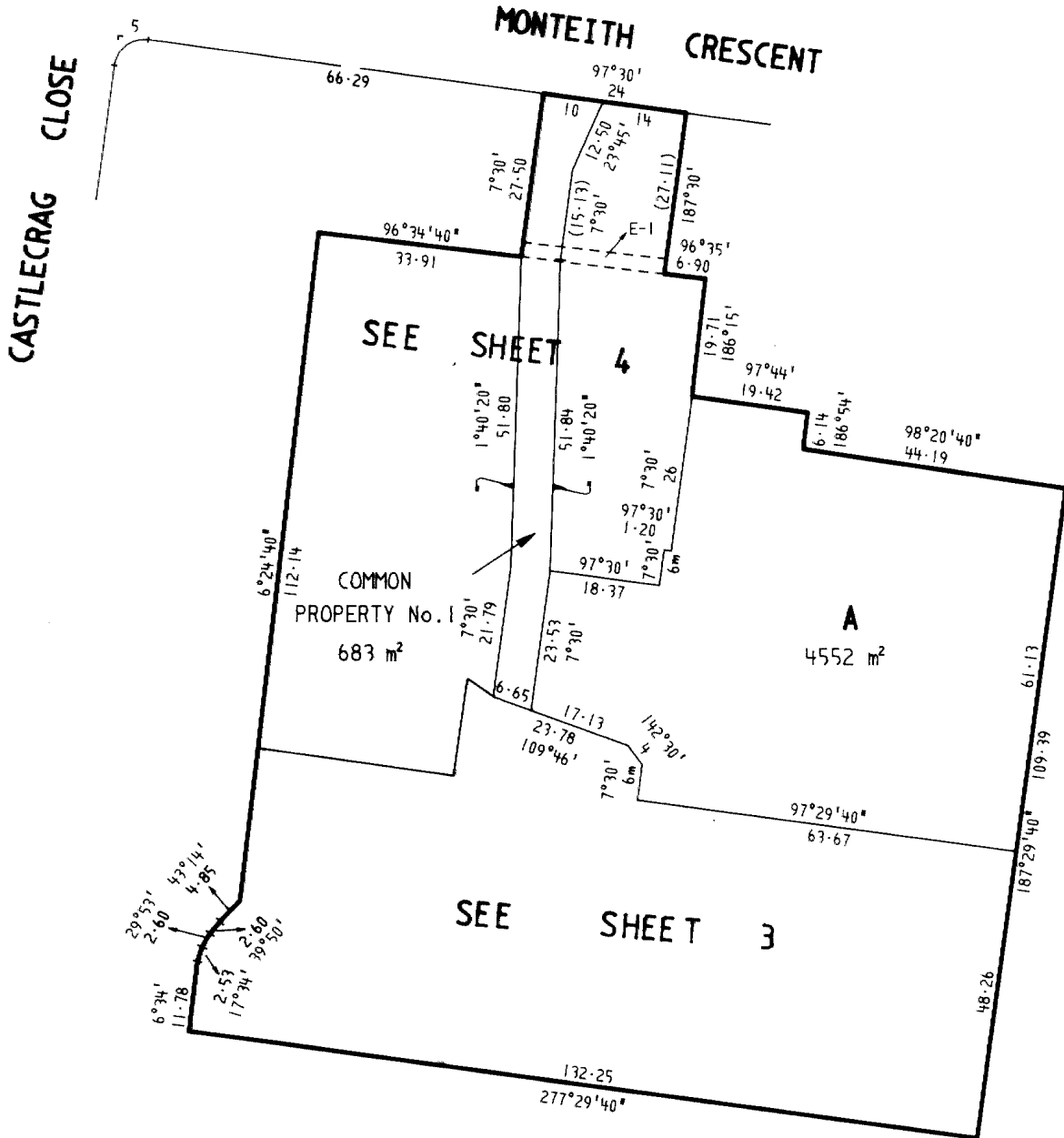
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 408486W

A.M.G.
ZONE 55



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

8 0 16 32

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:800

SHEET
SIZE

A3

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SIGNATURE DATE / /

REF 3362/PS-1

VERSION 6

SHEET 2 OF 6 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

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LT02.DGN

PLAN OF SUBDIVISION

STAGE No.

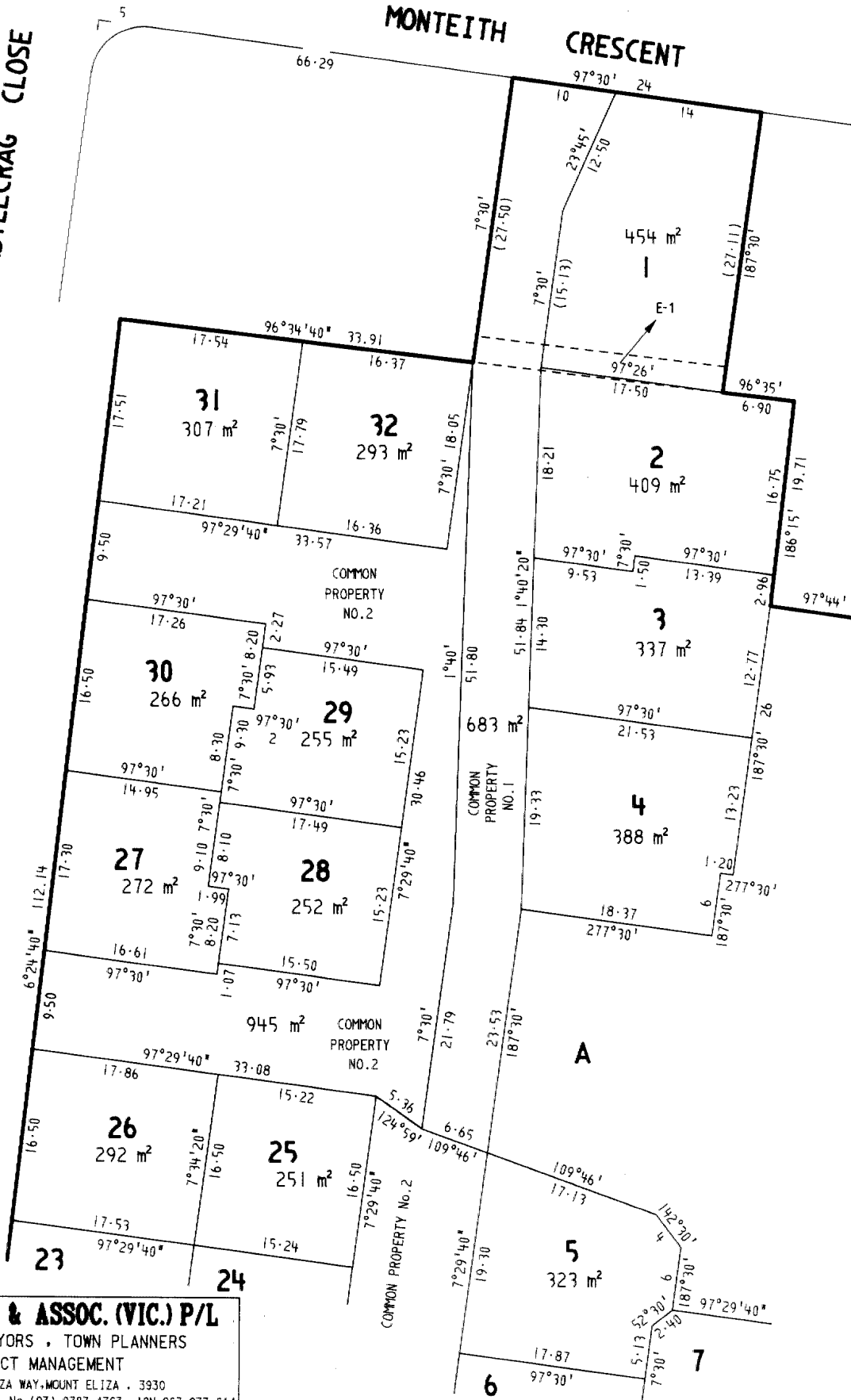
PLAN NUMBER

PS 408486W

A.M.G.
ZONE 55

CASTLECRAG CLOSE

MONTEITH CRESCENT



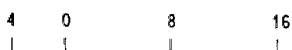
PETER HERBERT & ASSOC. (VIC.) P/L

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



LENGTHS ARE IN METRES

ORIGINAL

SCALE
1:400
SHEET
SIZE
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SIGNATURE

REF 3362/PS-3

DATE / /

VERSION 5

SHEET 4 OF 6 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

PS408486W

**Owners corporation information
formerly contained on Sheets**

5, 6

**of this plan is now available in the Owners
Corporation Search Report**

Sheets

6

have been removed from this plan

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Document Identification	AK326202M
Number of Pages (excluding this cover sheet)	2
Document Assembled	26/08/2025 11:49

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AK326202M

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name:

ANZ Retail

Phone:

Address:

15314 Q

Reference:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio)*

Certificate of Title Volume 10371 Folio 509

Estate and Interest: *(e.g. "all my estate in fee simple")*

All estate in fee simple

Consideration:

\$320,000.00

Transferor: *(full name)*

Leigh Brenda HALPIN

Transferee: *(full name and address including postcode)*

Gregory David HARRIES and Christine Jane HARRIES both of 2/8 Monteith Crescent, Endeavour Hills Vic 3802, as joint tenants.

Directing Party: *(full name)*

Dated:

22/4/13

Execution and attestation:

Executed by the said transferor in the presence of:)

Witness

L B Halpin

Executed by the said transferees in the presence of:)

Witness

G D Harries

C J Harries

30800812A

Order to Register

Duty Use Only

T1

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

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

AK326202M

ANNEXURE PAGE
Transfer of Land Act 1958

Privacy Collection Statement

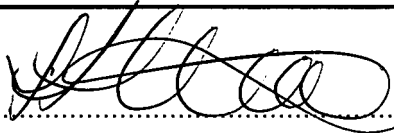
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

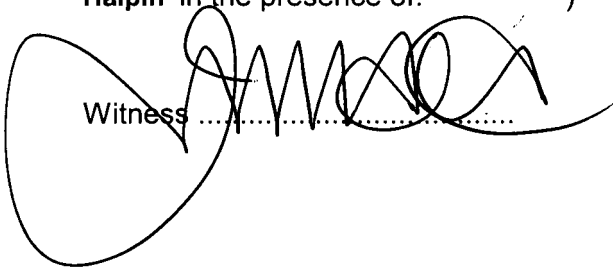
This is page of *Approved Form* dated **22/4/13**
Harries as Transferor and Leigh Brenda Halpin as Transferee

Between Gregory Harries and Christine

Signed by the said Leigh Brenda)

Halpin in the presence of:)


.....

Witness


Approval No. 18351112

A1

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AK326203K
Number of Pages (excluding this cover sheet)	1
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MORTGAGE OF LAND

Section 74 Transfer of Land Act 1958

Lodged by:

Name: **ANZ Retail
15314 Q**

AK326203K

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Branch: ~~853 Collins Street
Melbourne 3000~~

Customer Code: Tel.:

The mortgagor mortgages to the mortgagee the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this mortgage.

The provisions contained in Memorandum of Common Provisions retained by the Registrar of Titles in No. AA816 and any further provisions endorsed on or annexed to this mortgage are incorporated in this mortgage. The mortgagor acknowledges having received a copy of the Memorandum of Common Provisions prior to executing this mortgage.

Land: (Title) Volume 10371 Folio 509

Estate and interest being mortgaged :
The mortgagor's estate and interest in fee simple

Mortgagor: (Full name) GREGORY DAVID HARRIES and CHRISTINE JANE HARRIES

Mortgagee: Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Credit Licence Number 234527 of Level 4, 833 Collins Street, Melbourne (Ref.: Doc. No. WF000011678456)

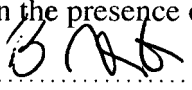
Date of this mortgage: 15 / 11 / 2013

Execution and attestation:

SIGNED by

GREGORY DAVID HARRIES

in the presence of:

(signature of witness)

(name) BERNIE RENTON

(address)

234 DORSET RD.

EXECUTED by the BORONIA, VIC

Mortgagor being signed by

those persons who are
authorised to sign for the

Company:

SIGNED by

CHRISTINE JANE HARRIES

in the presence of:

(signature of witness)

(name) BERNIE RENTON

(address)

234 DORSET RD.

Director BORONIA, VIC

Name (printed)

Address

Secretary/Director*

(*Delete as applicable)

Name (printed)

Address

Approval No.
6511210A

ORDER TO REGISTER

STAMP DUTY USE ONLY

M

Please register and issue documents to
(insert details of documents and to whom they
are to issue)

Signed

Cust. Code:

Firm's name

Form S4/283
10/12

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000. Phone 8636-2010



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 26/08/2025 11:49:29 AM

OWNERS CORPORATION 2
PLAN NO. PS408486W

The land in PS408486W is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 32.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

106 NEPEAN HIGHWAY MENTONE VIC 3194

AF723190V 18/03/2008

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:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Lot 5	25	25



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/08/2025 11:49:29 AM

OWNERS CORPORATION 2
PLAN NO. PS408486W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	25	25
Lot 7	25	25
Lot 8	25	25
Lot 9	25	25
Lot 10	25	25
Lot 11	25	25
Lot 12	25	25
Lot 13	25	25
Lot 14	25	25
Lot 15	25	25
Lot 16	25	25
Lot 17	25	25
Lot 18	25	25
Lot 19	25	25
Lot 20	25	25
Lot 21	25	25
Lot 22	25	25
Lot 23	25	25
Lot 24	25	25
Lot 25	25	25
Lot 26	25	25
Lot 27	25	25
Lot 28	25	25
Lot 29	25	25
Lot 30	25	25
Lot 31	25	25
Lot 32	25	25
Total	800.00	800.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/08/2025 11:49:29 AM

OWNERS CORPORATION 2
PLAN NO. PS408486W

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.

Mrs KAREN GEOFFREY
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 8 MONTEITH
CRESCENT ENDEAVOUR HILLS 3802
2 PS 408486

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
54E//14952/00074	LANDATA CER 77887030-033-8	26 AUGUST 2025	50138683

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$31.25

(b) By South East Water

Water Service Charge	01/07/2025 to 30/09/2025	\$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$100.41
Subtotal Service Charges		\$176.08
Payments		\$176.08
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 29/07/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$1.18 per day**

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

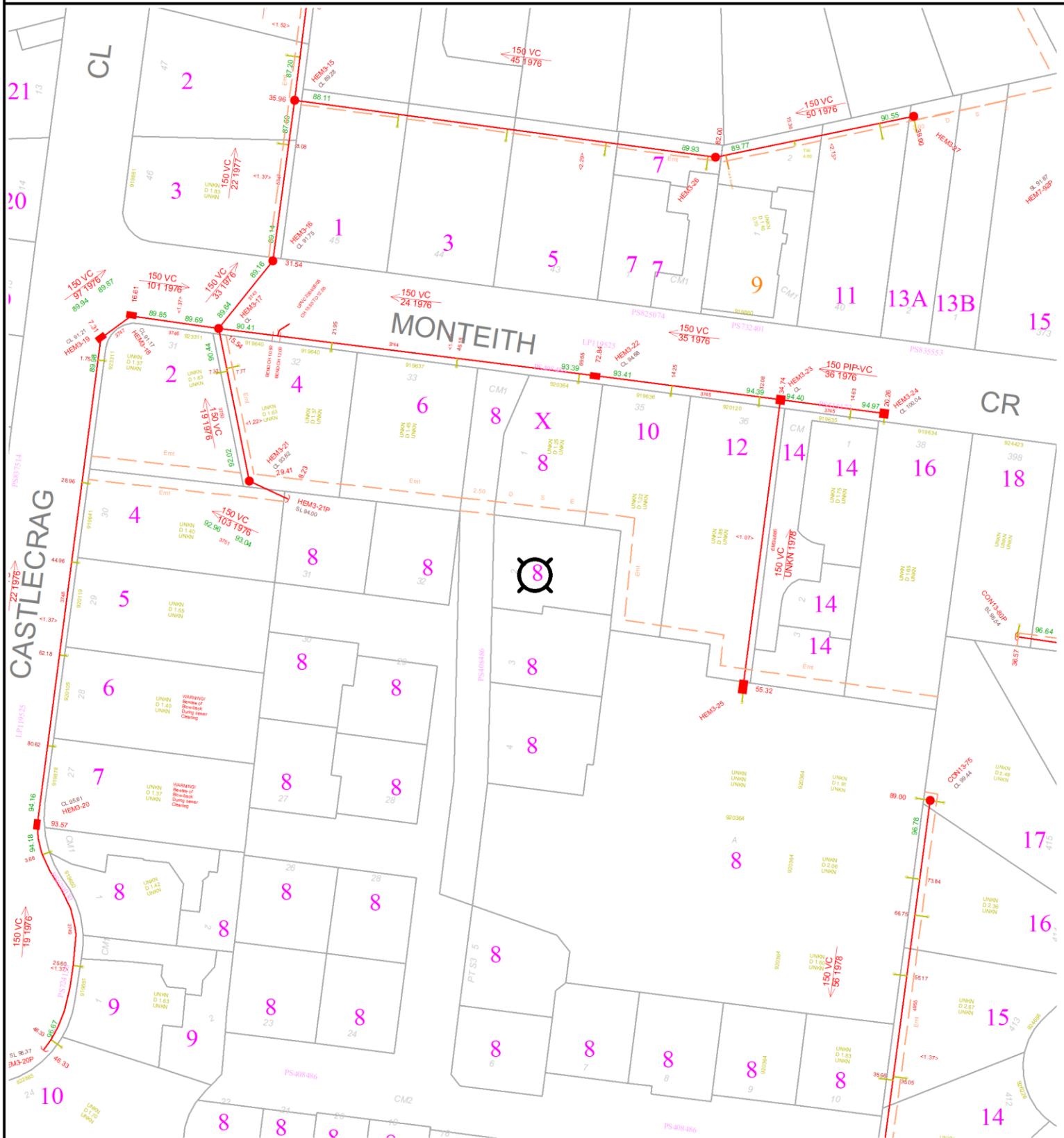
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

20 0 20 4

Scale in Metres

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

 Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary



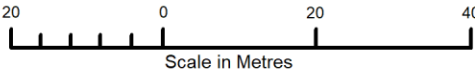
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

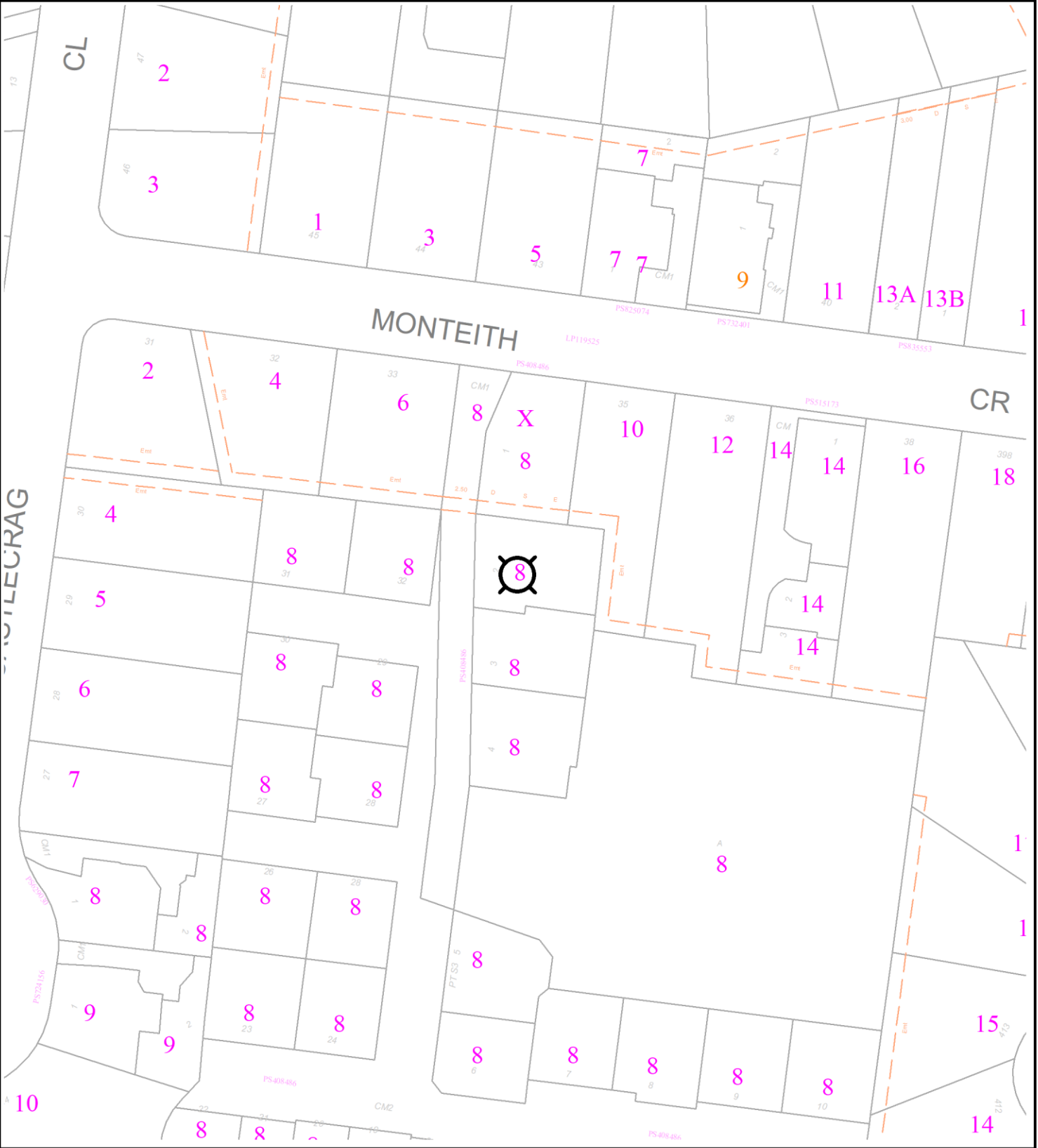
Property: Lot 2 UNIT 2 8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802



Case Number: 50138683



Date: 26AUGUST2025



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

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

Property Clearance Certificate

Land Tax



MRS KAREN GEOFFREY

Your Reference: LD:77887030-017-8.071651

Certificate No: 92921121

Issue Date: 26 AUG 2025

Enquiries: ESYSPROD

Land Address: UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26590724	2	408486	10371	509	\$0.00

Vendor: GREGORY HARRIES

Purchaser: UNKNOWN UNKNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
CHRISTINE JANE HARRIES	2025	\$125,000	\$0.00	\$0.00

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

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

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):	\$495,000
-------------------------------	-----------

SITE VALUE (SV):	\$125,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
---	---------------

Notes to Certificate - Land Tax

Certificate No: 92921121

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 = \$125,000

Calculated as \$975 plus (\$125,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,950.00

Taxable Value = \$495,000

Calculated as \$495,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92921121

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: 92921121

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



MRS KAREN GEOFFREY

Your Reference: LD:77887030-017-8.071651

Certificate No: 92921121

Issue Date: 26 AUG 2025

Enquires: ESYSPROD

Land Address: UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26590724	2	408486	10371	509	\$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:	\$495,000
SITE VALUE:	\$125,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92921121

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



MRS KAREN GEOFFREY

Your Reference:	LD:77887030-017-8.071651
Certificate No:	92921121
Issue Date:	26 AUG 2025

Land Address:	UNIT 2, 8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802				
Lot	Plan	Volume	Folio		
2	408486	10371	509		
Vendor:	GREGORY HARRIES				
Purchaser:	UNKNOWN UNKNOWN				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92921121

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 92921121 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: 92921121 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Body Corporate Management Croydon & Dandenong

Administration Centre
P. O. Box 4338
Doncaster Heights Vic 3109

ABN: 12 620 938 114
Phone: (03) 9855 9905

E-Mail: outereastern@acebodycorp.com.au

Rayena Pty Ltd trading as Ace Body Corporate Management
(Croydon & Dandenong)

2nd April 2025

Dear Owner,

Over the last few weeks, our office has received numerous concerns regarding the Accommodation Home residents and their improper behaviour.

Consequently, please note that ACE has contacted the following parties:

Accommodation Home Manager

- Mickey, the manager, has sympathised with the situation the owners are facing.
- Mickey requires CCTV footage & photos to identify the persons responsible for recent violations.
- He has confirmed they have an onboarding process to new residents, and they are advised to limit movement throughout 8 Monteith Crescent. However, he is unable to dictate where they go.
- Residents should keep contacting police when necessary.

Endeavour Hills Police

- The police advise they frequently proactively patrol this location.
- They confirm that they will increase their patrols in the evenings.
- They have recommended motion sensor lighting to be installed which can be a deterrent.

Rooming House Association of Victoria

- Unable to assist in this matter and refer it back to the police.

City of Casey Council

- Unable to provide assistance as this is a police matter. Council does not have the authority to engage in this matter.

Yours sincerely
On behalf of the Owners Corporation

Zena Selvalogan

Certified Practising Strata Manager (CPSM)

Accredited Member of Strata Community Australia (VIC)

Model rules for an Owners Corporation

1. Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owner's corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owner's corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owner's corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owner's corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owner's corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owner's corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owner's corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owner's corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

- (5) The owner's corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owner's corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owner's corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owner's corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owner's corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owner's corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owner's corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

OWNERS CORPORATION PLAN OC1 PS 408486W
8 Monteith Crescent, Endeavour Hills Vic 3802
Minutes of the Annual General Meeting
held on Tuesday 29th April 2025
at unit 25 / 8 Monteith Crescent, Endeavour Hills, VIC 3802
commencing at 4 pm

Attendees

Christine Munidasa & Bill Hooper (Unit 1)
Greg Harries (Unit 2)
Vlada Stojanoski (Unit 4)
Julius Ulms (Unit 11)
Kevin Rasquinho (Unit 12)
Kiu Fai Chan (Unit 13)
Georgios Mallios & Efthimia Anastasopoulos (Unit 17)
Gary Hitchings (Unit 23)
Carolyn Zantuck (Unit 25)
Luke Sword (Unit 29)
Pedro Nazare (Unit 32)
Zena Selvalogan of Ace Body Corporate Management
Thilla Selvalogan of Ace Body Corporate Management

Proxies and Apologies

Harris Alexander & Michelle Lam (Unit 14) submitted a proxy in favour of Greg Harries

Chairperson: It was resolved that Zena Selvalogan be appointed to chair the meeting.

Quorum

It was noted that as there was not a quorum of owners present, any decisions made will be interim decisions and will become decisions of the owners corporation, if after 28 days there has not been a request by 25% of members for a meeting to review the decisions made.

Confirmation of Previous Minutes -The minutes of the previous meeting held on the 22nd April 2024, were taken as read and it was resolved that they represented a correct record of that meeting.

Moved: Luke Sword

Seconded: Carolyn Zantuck

CONSIDERATION OF REPORTS

Management Report: The manager read out the management report for the year ended 28th February 2025. It was resolved to accept the manager's report (copy attached).

Committee Report: The chairperson advised that there were no issues to report on other than to notify residents that he can be contacted to replace any globes on the common driveway (Luke: 0433 944 253).

Grievance Committee Report: All complaints must be in writing on the approved form and are dealt with by the Grievance Committee. If the matter is not resolved internally, the matter can be referred to CAV and then to VCAT.

The grievance committee reported that there were no complaints or disputes brought to their attention during the year.

CONSIDERATION OF FINANCIAL MATTERS

Financial Statements: It was resolved to receive and adopt the financial statements for the Year Ended 28th February 2025, as distributed with the notice of meeting.

Moved: Luke Sword

Seconded: Christine Munidasa

Investment Account

It was resolved to continue with the investment account with committee authorisation at maturity.

Insurance:

- The manager informed the members that Ace Body Corporate Management Croydon & Dandenong (ASIC No. 1259773) is an authorised representative of Resolute Property Protect Pty Ltd (AFS Licence No 425 966)

As such she can arrange for insurance with Resolute and is allowed to provide:

- factual information about Resolute and its products
- general advice *not personal advice*

Commission: The manager advised that a commission is paid by Resolute Property Protect Pty Ltd for placing of the insurance policy and processing claims.

Building Valuation and Renewal:

The manager advised that Resolute Property Protect Pty Ltd would provide 3 quotes and requested the consideration of the following standing directions:

1. To automatically renew all insurance at the limits of cover currently held by the owners corporation.
2. To adopt a level of cover that they considered adequate.
3. To automatically renew all insurance and increase the limits of cover based on a professional valuation of the building. ***The manager informed the members that a valuation will be mandatory every 5 years effective 1st December 2021 as per Amendment of Owners Corporations Act 2006.***

It was noted that a building valuation was carried out in June 2024. After some discussion, it was resolved to obtain quotes (as outlined in the table below) for committee decision prior to renewal on 11th August 2025 and to continue with that level of cover until the next AGM. This direction can be revoked at any time by a majority decision at a general meeting of the owners corporation. **The Owners Corporation resolved (as in previous years) that Lot A arrange their own building insurance.**

Cover	Existing amount	New Amount
Buildings:	\$18,460,000	Quotes for \$18,460,000 & \$19,000,000 for committee decision
Legal liability:	\$30,000,000	No change
Voluntary workers:	\$300,000/3,000	No change
Fidelity Guarantee:	\$250,000	No change
Office Bearer's Liability	\$1,000,000	No change
Govt Audit Costs	\$25,000	No change
Lot Owner's Fix & Imp	\$250,000 per lot	No change

Zena Selvalogan emphasized that it is important to note that whilst the Owners Corporation has insurance on the building and for public liability over the common areas this insurance does not **extend** to the inside of member's lots, car park lots and licensed court yards. It is therefore important that members organise their own Insurance, whether it be Unit Resident's Personal Contents Insurance (if residing at the unit) or Landlord's Home Unit Contents Insurance (if renting the unit).

GENERAL MAINTENANCE

Common Property Maintenance

Garden Maintenance

It was resolved to continue with the services of Jim's Mowing Springvale South who attends 3 to 4 weekly mowing and edging common lawns.

Safety on Common Property

The manager reinforced the importance for members to be vigilant of and report any potential hazards

on the common property to the manager without delay.

Emergency Service

Zena Selvalogan explained that a 24-hour maintenance on call service with Scotia Group on 1300 726 842 on was available but emphasised that it was expensive and to be used only in emergencies and for matters relating to the owners corporation.

It was resolved that any associated costs resulting from individual owner callouts, would be passed on to the respective lot owner.

BUDGET AND CONTRIBUTIONS

Administration Budget

- The general budget for the Owners Corporation outlining the annual contributions of \$51,200.00 was presented and after some discussion amended to \$49,280.00, with quarterly payments due on 1st of July, 1st of October, 1st of January and 1st of April each year.
- ***It was also resolved that Lot A contribute their share of \$1,600 to the administration fund levy payable quarterly.***

Maintenance Plan Budget

- It was resolved to continue with sinking fund of \$ 1,920 per annum (\$60 per unit lots 1 to 32), with quarterly payments due on 1st of July, 1st of October, 1st of January and 1st of April each year.
- ***It was also resolved that Lot A contribute their share of \$100 to the sinking fund levy payable quarterly.***

Penalty Interest

It was resolved that this was not required at present and the matter be reviewed at the next AGM.

Debt Recovery

A special resolution was passed to take legal action against any lot owner to recover moneys (greater than \$500) owed to the owners corporation. It was also resolved that the costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporation Act 2006* Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

APPOINTMENTS AND DELEGATION OF AUTHORITY

Appointment of Management Committee

It was resolved to elect the following committee:

Luke Sword (Chairperson)
Christine Munidasa
Greg Harries
Kevin Rasquinho
Michelle Lam
Carolyn Zantuck

Appointment of Grievance Committee

It was resolved that all members of the management committee will form the grievance committee.

GENERAL BUSINESS

Cracked Concrete on common areas

- The manager tabled 3 quotes for repairs to damaged concrete on common area.
- After some discussion, it was agreed to request 2 out of the 3 contractors to re-quote for all cracks around the complex to itemise cracks on OC1 common property & OC2 common property.
- OC1 common property cracks quote will be apportioned between Lot A & 32 units & OC2 common property cracks quote will be apportioned between 32 units only.

- It was also resolved that 50% of the total repairs would be paid from the OC Maintenance fund and balance paid by special levy by lot liability to all owners including Lot A.

Accommodation Home

- The recent issues from the accommodation home were discussed at great length.
- The members requested ACE to obtain legal advice:
 - to write to council re license renewal in November 2025
 - on any action to be taken against damages from lot A residents.

Hard Rubbish

- It was noted that hard rubbish had been left on the common nature strip. The manager agreed to write to all residents reminding them that hard rubbish must be booked with council.

2026 AGM

This has been scheduled for April 2026 at 4 pm to be held in person at unit 25.

Note of Thanks

Special thanks to Carolyn for her hospitality and the use of her unit for the meeting.

The meeting closed at 5.45 pm



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0022465
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/08/2025 to 11/08/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 408486W
Situation	8 MONTEITH CRESCENT ENDEAVOUR HILLS VIC 3802

Policies Selected

Policy 1 – Insured Property

Building: \$19,000,000

Common Area Contents: \$190,000

Loss of Rent & Temporary Accommodation (total payable): \$2,850,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$10,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$2,850,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$427,500

Escalation in Cost of Temporary Accommodation: \$142,500

Cost of Removal, Storage and Evacuation: \$142,500

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$100,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Policy Benefits Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Special Benefit 7 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Fusion of motors

We will pay up to \$10,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working

How We will settle Your Fusion claim

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special Benefit 8 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Environmental improvements



If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

Special Benefit 12 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded; If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:
 - i. any building forming part of such property;
 - ii. the premises of a keyholder; or
 - iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property..

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$3,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:	\$7,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	\$7,500

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

07/08/2025



This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 9th September 2025

1. OWNERS CORPORATION DETAILS

Plan Number: PS408486W

Address of Plan: 8 Monteith Crescent ENDEAVOUR HILLS VIC 3802

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: P.O. Box 4338 Doncaster Heights 3109

2. CERTIFICATE DETAILS

Vendor: Mr & Mrs G D Harries

Postal Address for Lot 2: Unit 2 / 8 Monteith Crescent ENDEAVOUR HILLS VIC 3802

Purchaser:

Person requesting Certificate: NOH Group

Reference:

Address:

Fax:

E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND \$1,540

The annual administrative levy fees for Lot 2 are ~~1,490.00~~ **per annum** commencing on 1 April 2025. Levies for this plan are raised over **4 periods**

Period	Cost Centre	Amount	Due Date	Status
01/04/25 to 30/06/25	Units1to32	335.00	02/04/25	Paid
01/07/25 to 30/09/25	Units1to32	385.00	02/07/25	Paid
01/10/25 to 31/12/25	Units1to32	385.00	02/10/25	Paid
01/01/26 to 31/03/26	Units1to32	385.00	01/01/26	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 2 are **60.00 per annum** commencing on 1 April 2025. Levies for this plan are raised over **4 periods**

Period	Cost Centre	Amount	Due Date	Status
01/04/25 to 30/06/25	Units1to32	15.00	02/04/25	Paid
01/07/25 to 30/09/25	Units1to32	15.00	02/07/25	Paid
01/10/25 to 31/12/25	Units1to32	15.00	02/10/25	Paid
01/01/26 to 31/03/26	Units1to32	15.00	01/01/26	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025
For Plan No. PS408486W - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	0.00	31 December 2025
Maintenance Fund	0.00	31 December 2025
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 9 September 2025:

Account / Fund	Amount
Administrative Fund	10,979.25
Maintenance Fund	18,919.80
Investment Account	6,188.80
TOTAL FUNDS HELD AS AT 9 SEPTEMBER 2025	\$36,087.85

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0022465
Expiry Date	11-August-2026
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Resolute Property Protect Pty Ltd
Premium	30759.37

Cover Type

Damage (i.e. Building) Policy	\$19,000,000
Fidelity Guarantee Insurance	\$250,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$300,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025
For Plan No. PS408486W - Lot 2

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate (Croydon & Dandenong)
ABN / ACN:	12 620 938 114
Address of Manager:	P.O. Box 4338 Doncaster Heights 3109
Telephone:	0398559905
Facsimile:	
E-mail Address:	outereastern@acebodycorp.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th September 2025
For Plan No. PS408486W - Lot 2

SIGNING

The common seal of Plan No. PS408486W, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

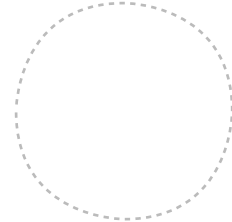
Zena Selvalogan

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109



Common Seal
of Owners Corporation

09/09/2025

Date



Ace Body Corporate Management (Croydon & Dandenong)

Franchise: Rayena Pty Ltd t/a Ace Body Corporate Management (Croydon & Dandenong)

Phone: 03 9855 9905

Postal: PO Box 4338, Doncaster Heights VIC 3109

Email: outereastern@acebodycorp.com.au

ABN: 12 620 938 114

Professional Personal Service

www.acebodycorp.com.au

NOH Group

9th September 2025

Dear NOH Group

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS408486W

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS408486W dated 9th September 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at outereastern@acebodycorp.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Zena Selvalogan

Registered Manager

Full name: Zena Selvalogan

Company: Rayena Pty Ltd

Address of registered office: P.O. Box 4338 Doncaster Heights 3109

09/09/2025

Date

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

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

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

Created at 26 August 2025 12:33 PM

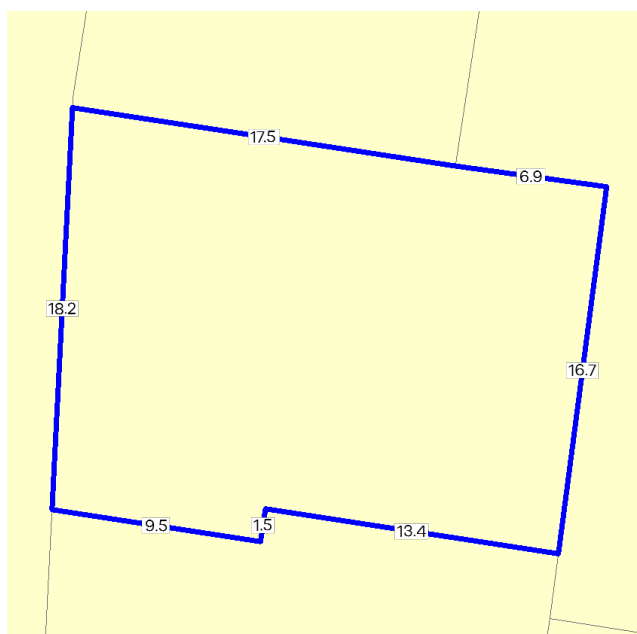
PROPERTY DETAILS

Address: **2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802**
 Lot and Plan Number: **Lot 2 PS408486**
 Standard Parcel Identifier (SPI): **2\PS408486**
 Local Government Area (Council): **CASEY**
 Council Property Number: **66212**
 Directory Reference: **Melway 91 E4**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 409 sq. m

Perimeter: 84 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: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **NARRE WARREN NORTH**

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 26 August 2025 12:34 PM

PROPERTY DETAILS

Address: **2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802**
Lot and Plan Number: **Lot 2 PS408486**
Standard Parcel Identifier (SPI): **2\PS408486**
Local Government Area (Council): **CASEY**
Council Property Number: **66212**
Planning Scheme: **Casey**
Directory Reference: **Melway 91 E4**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **NARRE WARREN NORTH**

OTHER

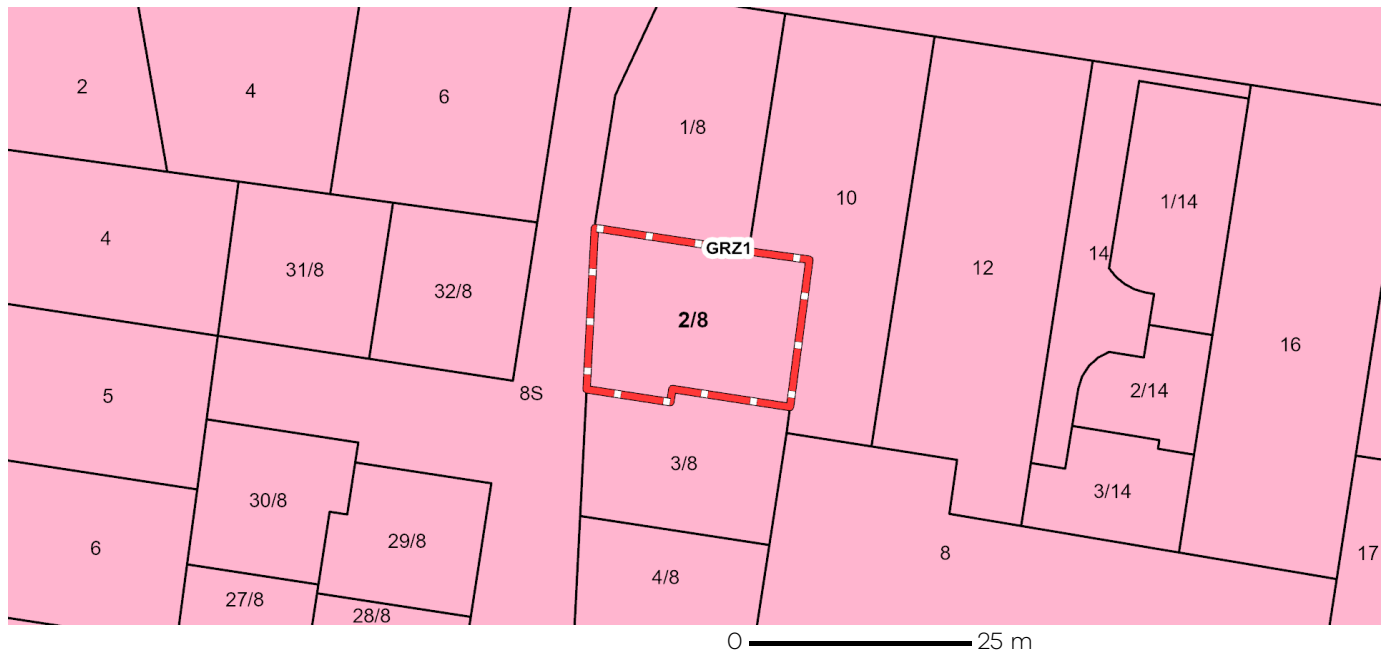
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Rescue Victoria & Country
Fire Authority

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 2/8 MONTEITH CRESCENT ENDEAVOUR HILLS 3802

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 22 August 2025.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

CASEY PLANNING SCHEME

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.

CASEY 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.

CASEY 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	The site must either: ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: ▪ 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)

Subdivision**Permit requirement**

A permit is required to subdivide land.

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.

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.

32.08-3
14/12/2023
VC253

CASEY PLANNING SCHEME

- 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, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

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

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	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ 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: ▪ 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 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: ▪ The construction of a building or the construction or carrying out of works on the land: – 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

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
14/12/2023
VC253

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 54.06-2.

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.

CASEY PLANNING SCHEME

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	Information requirements and decision guidelines
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54: ▪ A3 Street setback. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. 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 59.14
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

32.08-6
14/12/2023
VC253

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	Information requirements and decision guidelines
Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54: ▪ A3 Street setback. ▪ A9 Building setback. ▪ A9.1 Safety and accessibility. ▪ A10 Side and rear setbacks.	Clause 59.14

CASEY PLANNING SCHEME

Class of application

Information requirements and decision guidelines

- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

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.

32.08-7
31/03/2025
VC267

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.
- 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

Information requirements and decision guidelines

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. Clause 59.03

CASEY PLANNING SCHEME

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
31/03/2025
VC267

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 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
14/12/2023
VC253

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.

CASEY PLANNING SCHEME

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	Information requirements and decision guidelines
Construct a building or construct or carry out works where: ▪ 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: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. 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 59.04

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.

CASEY PLANNING SCHEME

- 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.

32.08-12
31/03/2025
VC267

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 neighbourhood and 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.

CASEY PLANNING SCHEME

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
31/03/2025
VC267

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 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.

CASEY PLANNING SCHEME

- 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.

02/12/2022
C259case

SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ1** .

GENERAL RESIDENTIAL ZONE

1.0
02/12/2022
C259case

Neighbourhood character objectives

None specified.

2.0
26/04/2024
VC252

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

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

No

3.0
02/04/2025
VC276

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A3	None specified
	B2-1	None specified
Site coverage	A5	None specified
	B2-5	None specified
Permeability	A6	None specified
Side and rear setbacks	A10	None specified
Walls on boundaries	A11	None specified
Private open space	A17	None specified
	B3-5	None specified
Front fence height	A20 and B2-8	None specified

4.0
26/04/2024
VC252

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

None specified.

5.0
26/04/2024
VC252

Application requirements

None specified.

6.0
26/04/2024
VC252

Decision guidelines

None specified.