

Contract of Sale of Land

Property:

Unit 31, 4 Paydon Way, Hampton Park VIC

Monarch Conveyancing

121 Hall Road

CARRUM DOWNS VIC 3201

Tel: 03 9770 6272

Fax: 03 9783 9379

PO Box 8819, Carrum Downs VIC 3201

Ref: DE:26/1490

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

Justine Louise Comelli

Name of individual

Signature of individual

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: chelsea@obrienrealestate.com.au;chelsea@obre.com.au
Tel: 9772 7077 Mob: 0439 394 434 Ref: Jo Barclay

Vendor

Name: Justine Louise Comelli
Address: 64 Tubbarubba Road, Merricks North VIC 3926
ABN/ACN:
Email: justinecomelli@gmail.com

Vendor's legal practitioner or conveyancer

Name: Monarch Conveyancing
Address: 121 Hall Road, Carrum Downs VIC 3201
PO Box 8819, Carrum Downs VIC 3201
Email: donna@monarchconvey.com.au
Tel: 03 9770 6272 Mob: Ref: 26/1490

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 31, 4 Paydon Way, Hampton Park VIC

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

All fixtures and fittings as inspected

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

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

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

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

MONARCH CONVEYANCING

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2025

SIGNED by the said

)

)

Print Name:

)

.....

.....

Director (Sign)

in the presence of:

)

)

Witness:

)

.....

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

UNIT 31, 4 PAYDON WAY, HAMPTON PARK VIC

Vendor's name

Justine Louise Comelli

Date

12/02/2026

Vendor's signature



Purchaser's name

Date

/ /

Purchaser's
signature

Purchaser's name

Date

/ /

Purchaser's
signature

Vendor: Justine Louise Comelli

Property: Unit 31, 4 Paydon Way, Hampton Park VIC

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges):

(a) Are as follows:

<u>Authority</u>	<u>Amount</u>
1. City of Casey	\$1705.00 approx. p.a.
2. South East Water	\$750.00 approx. p.a.
3. Owners Corporation	\$2036.00 approx. p.a.
4. Land tax	\$975.00 approx p.a

(b) Their total does not exceed \$6000.00 approx. p.a.

(c) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

Nil to the Vendors knowledge.

2. Commercial and Industrial Property

The land is NOT tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

3. Insurance details in respect of the land

3.1 Damage and Destruction

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

Not applicable.

3.2 Owner Builder

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

Not applicable.

4. Matters relating to land use

- (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 documents.

- (d) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

None to the Vendors knowledge.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity pipes, if any, may be laid outside registered easements.

- (c) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

- (d) There is access to the property by road.

5. Planning Scheme

Name of planning scheme	Casey Planning Scheme
Name of responsible authority	City of Casey
Zoning of the land	General Residential Zone
Name of planning overlay	For further information refer Property Report attached

6. Notices made in respect of land

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

None to the Vendors Knowledge.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

7. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

The Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

8. Information relating to any Owners Corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

A copy of the Owners Corporation Certificate is attached.

9. Growth areas infrastructure contribution

Purchaser to make their own enquiries.

10. Disclosure of non-connected services

The services which are marked with an "x" in the square box below are NOT connected to the land:

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☐	Telephone ☒	NBN ☒
--	---	--	--------------------------------------	--	--

Warning to the Purchaser

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is the Purchasers' responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services if disconnected prior to settlement. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

11. Title

Attached are copies of the following document/s concerning Title:

In the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

12. Subdivision

Not applicable.

13. Due Diligence

The *Sale of Land Act 1962* provides that the Vendor or the Vendors licenced 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 has been attached as a matter of convenience.

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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

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

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

VOLUME 10806 FOLIO 463

Security no : 124131705698L

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LAND DESCRIPTION

Lot 31 on Plan of Subdivision 512768E.
PARENT TITLE Volume 10716 Folio 078
Created by instrument PS512768E 07/06/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JUSTINE LOUISE COMELLI of 37 CLIFF STREET SOUTH YARRA VIC 3141
AD027532S 04/08/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY356267Q 30/08/2024
MACQUARIE BANK LTD

CAVEAT AZ061021K 15/04/2025

Caveator
ALDERSON HOLDINGS PTY LTD ACN: 005370883
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
20/10/2017
Estate or Interest
INTEREST AS CHARGE
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
CLAYTON UTZ
Notices to
ALISON KENNEDY of LEVEL 18 333 COLLINS STREET MELBOURNE VIC 3000

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB638543W 18/10/2002

DIAGRAM LOCATION

SEE PS512768E 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 31 4 PAYDON WAY HAMPTON PARK VIC 3976

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

Effective from 30/08/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS512768E

DOCUMENT END

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Document Type	Plan
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PLAN OF SUBDIVISION		STAGE No. 	LTO USE ONLY EDITION 1	PLAN NUMBER PS 512768E
LOCATION OF LAND PARISH: EUMEMMERRING TOWNSHIP: ----- SECTION: ----- CROWN ALLOTMENT: ----- CROWN PORTION: 33B (PART) LTO BASE RECORD: TITLE REFERENCES: VOL 10716 FOL 078 LAST PLAN REFERENCE/S: PS 510168R (LOT C) POSTAL ADDRESS: 45 PAYDON WAY (At time of subdivision) HAMPTON PARK 3976 AMG Co-ordinates E 348 750 ZONE: 55 (of approx centre of land in plan) N 5 789 100		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CASEY CITY REF: S03/2995 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. 25 / 2 / 04 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 / / Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date 28 / 5 / 04		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
STAGING: This is not a staged subdivision. Planning Permit No. P141/03				
DEPTH LIMITATION: DOES NOT APPLY				
BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES.				
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- MEDIAN: BOUNDARY BETWEEN LOTS SHOWN THUS: <u> </u> M EXTERIOR FACE: ALL OTHER BOUNDARIES.				
SURVEY: THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) EUMEMMERRING PM 804 IN PROCLAIMED SURVEY AREA No. 45				
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 Benefited/In Favour Of
E-1, E-2	WATER SUPPLY & SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER LIMITED
E-1, E-2	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL
E-2	PEDESTRIAN WAY	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL
LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 2 / 6 / 04				
LTO USE ONLY PLAN REGISTERED TIME 3:27 pm DATE 7 / 6 / 04 Assistant Registrar of Titles SHEET 1 OF 9 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 19/5/04 REF 4711/PS VERSION 3 REF. FILE 4711/SUBN.dgn HS	

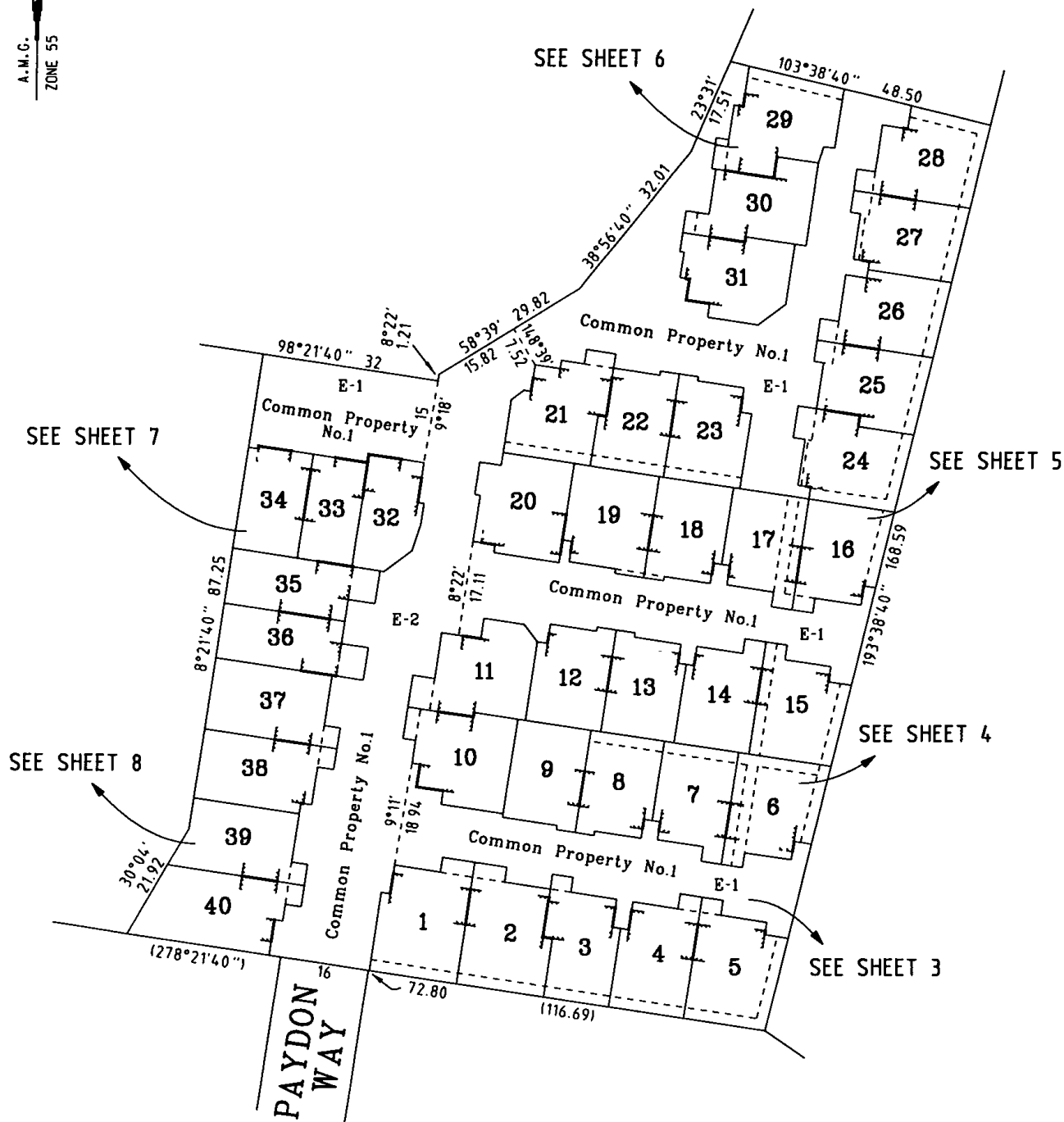
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 512768E

A.M.C.
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

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

SIGNATURE DATE 19/5/04

REF 4711/PS

REF. FILE 4711/SUBN.dgn

VERSION 3

HS

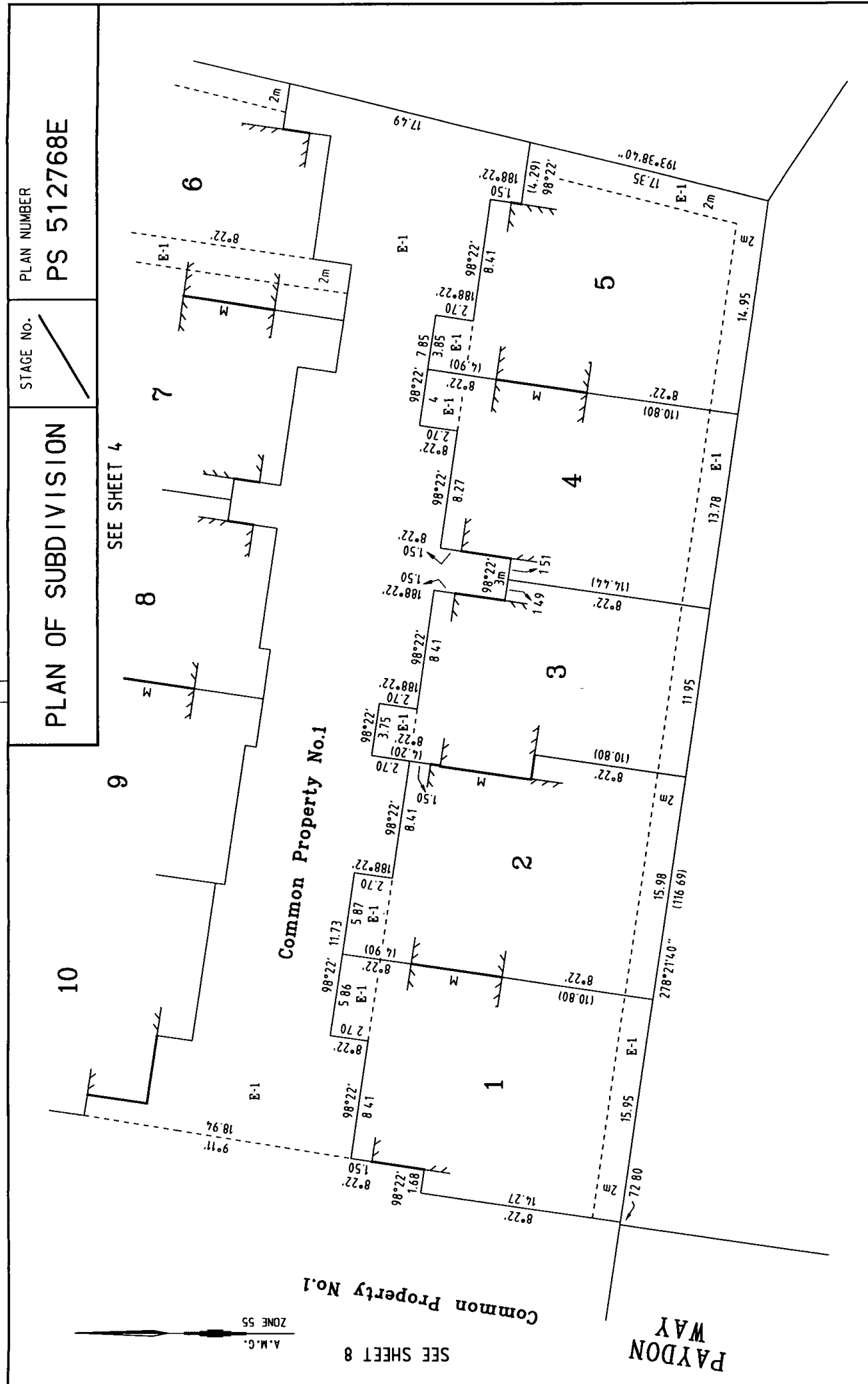
SHEET 2 OF 9 SHEETS

DATE 28/5/04

COUNCIL DELEGATE SIGNATURE

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

LT02.DGN

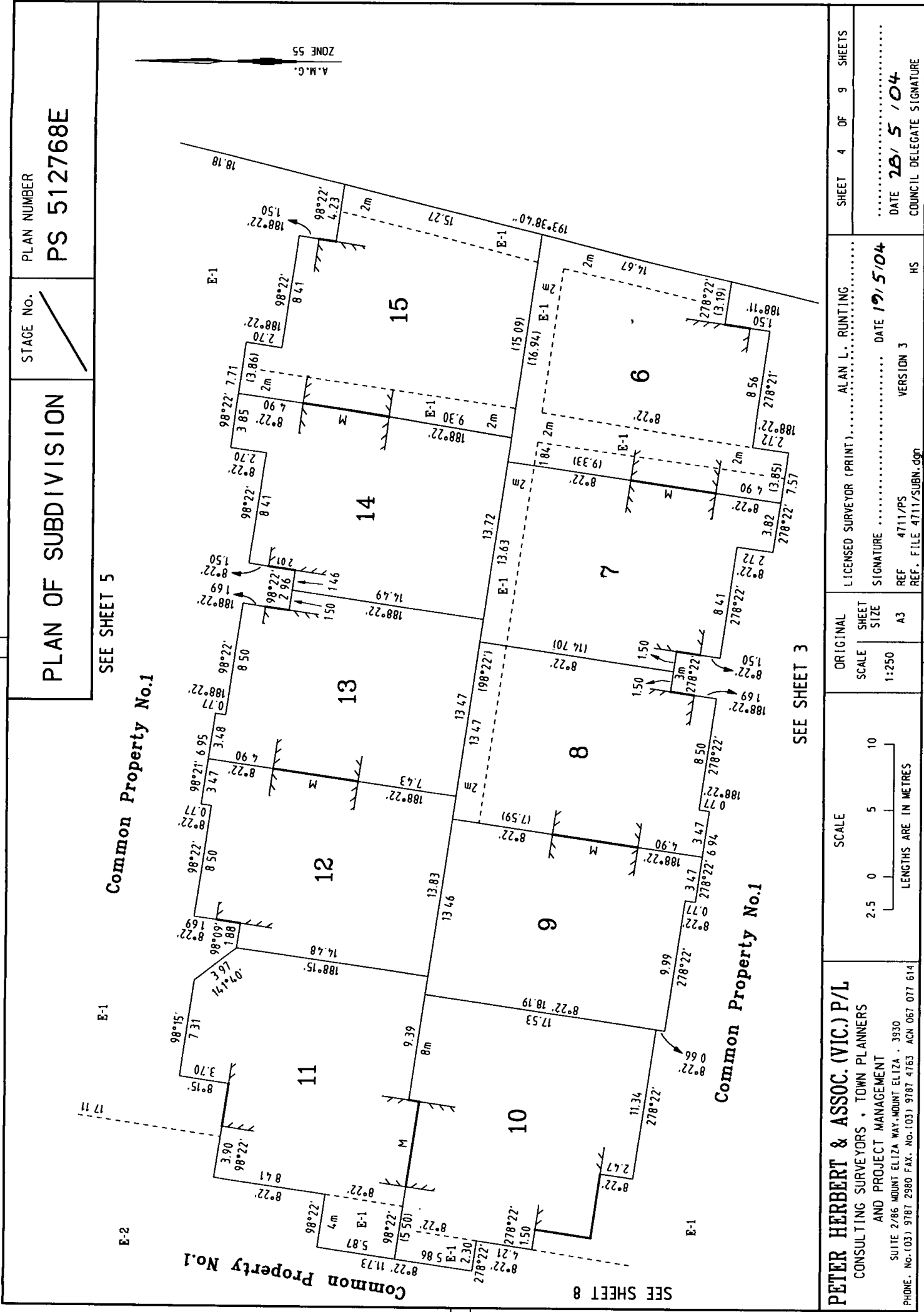


PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 512768E

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		ORIGINAL SCALE SHEET SIZE 1:250 A3		LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING SIGNATURE DATE 19/5/04 REF. FILE 4711/PS REF. FILE 4711/SUBN.dgn		SHEET 3 OF 9 SHEETS	
DATE 28/5/04 COUNCIL DELEGATE SIGNATURE		VERSION 3 HS					



PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 512768E

SEE SHEET 5

Common Property No.1

SEE SHEET 8

Common Property No.1

SEE SHEET 3

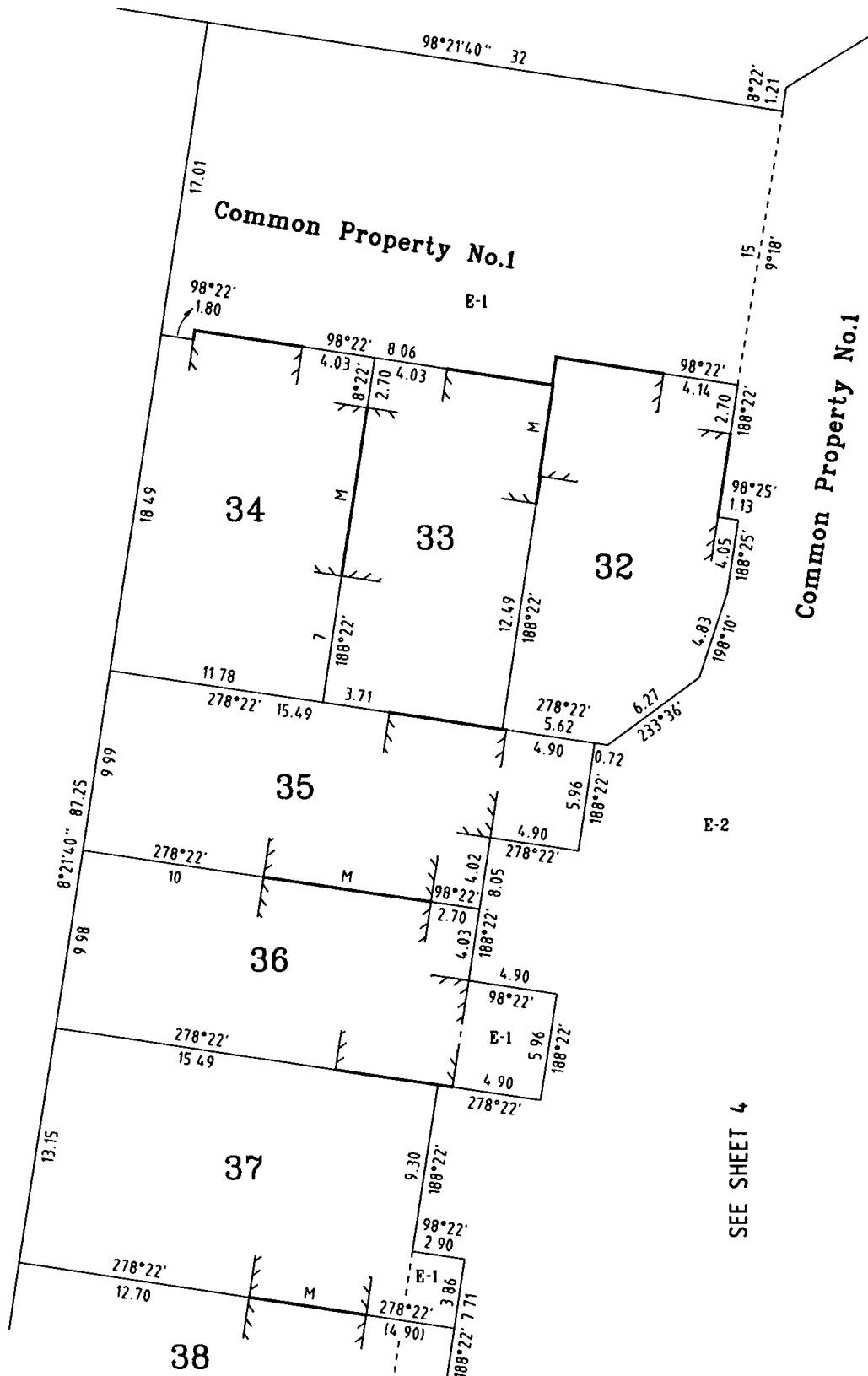
PETER HERBERT & ASSOC. (VIC.) P/L CONSULTING SURVEYORS • TOWN PLANNERS AND PROJECT MANAGEMENT SUITE 2/86 MOUNT ELIZA WAY, MOUNT ELIZA • 3930 PHONE: NO.(03) 9787 2980 FAX: NO.(03) 9787 4763 ACN 067 077 614		ORIGINAL SCALE 1:250 SHEET SIZE A3	SCALE 2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT)..... ALAN L. RUNITING SIGNATURE DATE 19/5/04 REF. 4711/PS VERSION 3 REF. FILE 4711/SUBN.dgn	SHEET 4 OF 9 SHEETS
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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 512768E



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

1:250

SHEET

SIZE

A3

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

SIGNATURE DATE 19/5/04

REF 4711/PS
REF. FILE 4711/SUBN.dgn

VERSION 3

HS

SHEET 7 OF 9 SHEETS

DATE 28/5/04
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

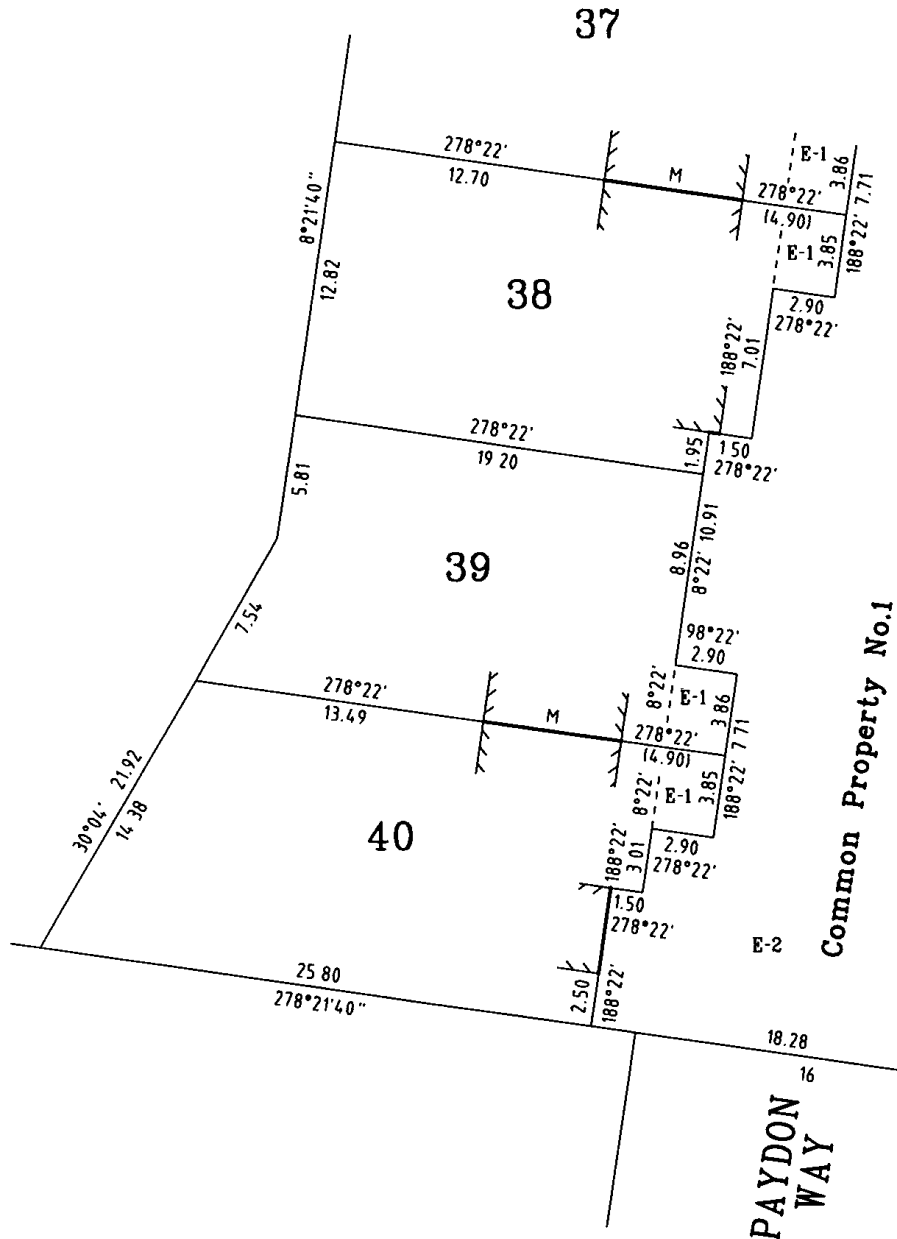
STAGE No.

PLAN NUMBER

PS 512768E

SEE SHEET 7

A.M.G.
ZONE 55



SEE SHEET 4

SEE SHEET 3

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 SHEET
1:250 SIZE
A3

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

SIGNATURE DATE 19/5/04

REF 4711/PS
REF. FILE 4711/SUBN.dgn

VERSION 3

HS

SHEET 8 OF 9 SHEETS

DATE 28/5/04
COUNCIL DELEGATE SIGNATURE

PS512768E

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Approved Form T1
Victorian Land Titles Office

Lodged by: St. George Bank Limited

Name: _____

Phone: DX 381 Melbourne

Address: _____

Ref: 2462W

Customer Code: _____

AD027532S

04/08/2004 \$651 45



MADE

ROL

Land Titles Office Use Only

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:

Certificate of Title Volume 10806 Folio 463

Estate and Interest:

All Its Estate In Fee Simple

Consideration:

\$228,000.00



DAD027532S-1-8

Transferor:

NDH INVESTMENTS PTY. LTD. ACN 078 434 778

Transferee:

JUSTINE LOUISE HENWOOD of 37 Cliff Street, South Yarra 3141

Directing Party:

NIL

Dated: **30 JUL 2004**

Execution and Attestation

THE COMMON SEAL of NDH INVESTMENTS PTY. LTD.

Was affixed in the presence of authorised persons:

.....
Director

.....
Secretary

SIGNED by the Transferee in the presence of:

WITNESS X

Approval No. 519044A

ORDER TO REGISTER

Please register and issue title to

T1

Page 1 of 1



Ice Ridge Systems Pty Ltd

Signed

Cust. Code:

THE BACK OF THIS FORM MUST NOT BE USED

STAMP DUTY USE ONLY

Original Transfer of Land
Stamped with: \$819.00
Trn: 1855123 03-AUG-2004
SRO Victoria Duty, PSE1

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 2 of *Approved Form T1* dated 30 JUL 2004 between
NDH INVESTMENTS PTY. LTD. AND JUSTINE LOUISE HENWOOD

Signatures of the parties

Panel Heading



DAD027532S-2-6

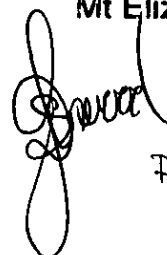
THE COMMON SEAL of NDH INVESTMENTS PTY. LTD
Was affixed in the presence of authorised persons:



Alexander McIntosh Davidson
Apt 2001/20 Rakaja Way
Docklands 3008


SECRETARY

Daryl Edward Henwood
7 Denistoun Ave,
Mt Eliza 3930


DIRECTOR.

Approval No. 325955A

A1



1. If there is insufficient space to accommodate the insert the words "See Annexure Page 2" (or Annexure Page under the appropriate panel heading) 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.

AD027532S

04/08/2004 \$651



45

the *Approved Form*
information on the
ANNEXURE PAGE IS NOT

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AB638543W



Application by
Responsible Authority
Relevant Authority
Referral Authority or Council
For the making or a recording of an
Agreement
Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Fischer McCrae
Phone: 9642 1200
Address: Level 3, 389 Lonsdale Street Melbourne
Ref: EMC:001016
Customer Code: 1573S

The authority or council having made an agreement requires a recording to be made in the Register for the land:

Land: Lot 2 on PS 500668B and being part of the land comprised in
Certificate of Title Volume 9658 Folio 336 *New Volume 10668*
Folio 655.

Authority or council: City of Casey, Princes Highway, Narre Warren 3805

Section and Act under which Agreement made: Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application:

Date: 20th AUGUST 2002



Signed:

Bill Zambra

Office Held

ACTING TEAM LEADER - SUBDIVISIONS

001016/L/20020711-001-

KL 18/10/02

DATED 20th AUGUST 2002

CITY OF CASEY

MARGERY MARY MORAN

**WILBOW CORPORATION PTY LTD
(ACN 005 867 576)**

SECTION 173 AGREEMENT



FISCHER McCRAE
Lawyers
Level 3, 389 Lonsdale Street
Melbourne Vic 3000
DX 324 Melbourne

Tel: (03) 9642 1200
Fax: (03) 9670 7266
Ref: EMC:001016

AB638543W

18/10/2002 \$59 173



SECTION 173 AGREEMENT

DATE: 20TH AUGUST 2002.

PARTIES:

1. **CITY OF CASEY** of Princes Highway, Narre Warren Victoria 3805 ("Council")
2. **MARGERY MARY MORAN** of 310 Pound Road Hampton Park ("Owner")
3. **WILBOW CORPORATION PTY LTD** (ACN 005 867 576) of 20 Miles Street Mulgrave Victoria 3170 ("Wilbow")

BACKGROUND:

- A. This agreement is made under Section 173 of the *Planning and Environment Act 1987*.
- B. The Owner is the registered proprietor of the real property known as 310 Pound Road, Hampton Park comprised in Certificate of Title Volume 9658 Folio 336.
- C. Wilbow is the purchaser of Lot 2 ("the Land") on PS No. 500668B ("the Plan") being part of the land described in the said Certificate of Title Volume 9658 Folio 336 and this Agreement relates only to the Land.
- D. The Council is the responsible authority under the Act for the administration and enforcement of the Casey Planning Scheme, which applies to the real property
- E. To enable the Land to be used for a residential subdivision, the Council (as responsible authority) on 27 May 2002 issued Permit No P815/01 condition 5 of which requires an Agreement of the type described in Section 173 of the Act be entered into between the Council, the Owner and Wilbow.
- F. The parties enter into this Agreement:
 - (a) to give effect to condition 5 of the permit;
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the land in the vicinity of it; and
 - (c) amongst other things to formalise an understanding reached between the parties regarding the use and development of the Land.



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18/10/2002 \$59 173



1-001-

OPERATIVE PROVISIONS: -

1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1. Operation

Without limiting any operation or effect which this Agreement otherwise has, the Council, the Owner and Wilbow acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, section 173) of the Act, with the intent that the burden of the covenants runs with the Land.

1.2. Definitions

In this Agreement, unless the context requires otherwise:



"Act" means the *Planning and Environment Act 1987*;

"Development" when used as a noun means the use or development of the Land proposed by the permit.

"Land" means the land described in Background C.

"Obligation" includes covenant, liability or entitlement for a person to do something.

"Permit" means the permit described in Background E.

"Person" includes a body politic or corporate as well as an individual.

"Planning Scheme" means the Casey Planning Scheme and includes any planning control in the form of or similar to a planning scheme and being a successor to the Planning Scheme.

1.3. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) a word importing the singular includes the plural, and vice versa;
- (b) a word importing a gender includes any other gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to the "Council" includes its successors and assigns (including its successors as responsible authority under the Act);
- (f) the words "Owner" or "Wilbow" (if either holds the Land on a trust capacity) includes the beneficiaries of the trust in relation to which it holds that Land. Where such a trust relationship exists, the Owner and Wilbow in executing this Agreement do so intending to assume not only personal liability but also to bind the trust for which it or they act as trustee;

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18/10/2002 \$59 173



- (g) a reference to an Act of Parliament, a legislative enactment or a subordinate instrument or any provision in any of them is a reference to that Act, enactment, instrument or provision as amended, re-enacted or re-made (with or without modification) from time to time or a corresponding future Act, enactment, instrument or provision;
- (h) headings are for guidance only and do not affect the interpretation of this Agreement, and
- (i) a reference to a person by way of that person's position with the Council includes a person:
 - (i) authorised to carry out the powers, duties and functions of that position at the Council;
 - (ii) acting in that capacity; or
 - (iii) if that position, in the Council cease to exist, any person exercising any power, duty or function which was previously a power, duty or function of the previous position.

1.4. Proper Law

This Agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

1.5. Commencement

This Agreement begins immediately upon execution by the parties.

1.6. Other Documents

This Agreement is to be read in conjunction with the Permit and any plans submitted to and approved by the Council in relation to the Permit and the Development.

1.7. Termination

- (a) This Agreement will end upon completion by the Council, the Owner and Wilbow of their respective covenants and obligations under this Agreement, or otherwise in accordance with the Act.
- (b) Despite the fact that by virtue of clause 1.1, 3.1 or 3.4 or otherwise another person may become liable for the obligations of the Owner or Wilbow under this Agreement, the Owner and Wilbow do not cease to be liable to comply with this Agreement until that compliance has been discharged by performance of the obligation or by specific discharge by the Council.

1.8. Termination in part

Where the Land is subdivided or at any time comprised in more than one lot, the Council may, in its discretion and by notice in writing to the owner of a lot, release that lot from the application of this Agreement, and the Agreement will immediately end in relation to such lot and after that only operate in relation to the balance of the Land.



DAB638543W-5-9

AB638543W

18/10/2002 \$59 173



1.9. Reading Down and Severability

If a provision of this Agreement is void, or voidable by a party, unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

2. THE OWNER AND WILBOW'S OBLIGATIONS

2.1. Vegetation Protection

The Owner and Wilbow agree that no tree on the Land as shown on the Plans on the attachment hereto is to be removed, lopped, pruned or destroyed without the written consent and approval of the Council. In determining whether to grant such consent, the Council will have regard to the following:

- (a) whether any tree poses a severe safety hazard due to structural fault that requires correction by removal, pruning, transplanting or other treatment;
- (b) whether any tree is infected with an epidemic insect or disease where the recommended control fails to work or cannot be used for safety or practicality reasons and removal is the recommended practice to prevent transmission;
- (c) whether any tree severely interferes with the growth and development of more desirable trees or plants;
- (d) whether the aesthetic value of any tree is so low or negative that the Land is visually enhanced by removal, pruning, transplanting or other treatment of such tree;
- (e) whether any tree is dead or close to death and is not identified as a significant tree or would not otherwise contribute to the surrounding area as habitat for wildlife.

2.2. Dwellings

- The Owner and Wilbow agree that no dwelling or associated outbuilding on the Land shall be constructed outside the building envelopes shown on the plan annexed hereto.

2.3. Land Registry

No Plan of Subdivision of the Land or any part of it (save for proposed PS No 500668B) or instrument of Transfer of the Land or any part of it may be lodged at the Land Registry for registration or approval until this Section 173 Agreement and the Section 181 Memorandum have been lodged by or on behalf of the Council and entered on the Certificate of Title to the Land.

2.4. Disclosure of Agreement

The Owner and Wilbow must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to their successors the existence and nature of this Agreement.

2.5. Council's costs

Wilbow must immediately on demand pay to the Council such proper and reasonable amount as may have been incurred by the Council as costs and expenses relating to this



AB638543W

18/10/2002 \$59 173

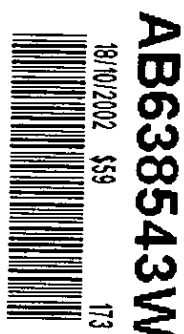


001016/D/20020731-001-

Agreement (and including, but without limiting the generality of the preceding words), and anything relating to enforcement of any obligation imposed on Wilbow under it.

2.6. Payment of Interest

- (a) If Wilbow fails to pay any monies due under this Agreement within fourteen days of it becoming due or of a demand being made on it by the Council to do so (whichever is appropriate), Wilbow must pay to the Council interest from the relevant date until the date when the money is paid, such interest being:
 - (i) at the rate from time to time as the Council may be authorised by legislation to fix for interest on unpaid rates, charges and monies; or
 - (ii) if clause 2.6(a)(i) is not applicable then at a rate of 2% higher than the rate from time to time fixed under section 2 of the Penalty Interest Rates Act 1983.
- (b) Any payment made under this Agreement will be applied firstly towards the interest and, secondly, towards the principal sum.



3. GENERAL

3.1. Obligation to run with the Land

An obligation imposed on the Owner and Wilbow takes effect as a covenant which is annexed to and runs at law and equity with the Land and binds the Owner and Wilbow, their successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.



3.2. The Owner and Wilbow's Warranties

- 3.2.1 The Owner warrants that it is the registered proprietor of the real property.
- 3.2.2 Wilbow warrants that it is the Purchaser of the Land.
- 3.2.3 The Owner and Wilbow warrant that:
 - (a) there are no mortgages, liens, charges or other encumbrances or any rights inherent in any person affecting the Land which are not disclosed by the usual searches; and
 - (b) they have not granted any option or entered into any contract of sale in relation to the Land or any part of it which option or contract is still effective (save for the contract entered into between the Owner and Wilbow).

3.3. General Acknowledgment

The Council, the Owner and Wilbow expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the permit or otherwise, and the provisions of this Agreement must be read accordingly.

3.4. Extended Obligation

- (a) Any obligation imposed upon and assumed by the Owner and Wilbow is also binding on their successors as if each of those successors had separately executed this Agreement in addition to the Owner and Wilbow.

- (b) Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner and Wilbow must ensure that their successors:
 - (i) give effect to and do all acts and sign all documents so as to require them to give effect to this Agreement; and –
 - (ii) execute a Deed agreeing to be bound by the terms of this Agreement and, when that is done, this Agreement will continue as if executed by those successors as well as by the parties actually executing it and as if the successors' names appeared in each place in which the name of the Owner or Wilbow appears in additional to the name of the Owner or Wilbow.
- (c) The obligation imposed on the Owner and Wilbow by clause 3.4(b) is terminated whilst there appears a memorandum of this Agreement in the Register Book at the Land Registry.

3.5. Release of Owner

Notwithstanding anything elsewhere herein contained and in particular in clauses 1.7(b) and 3.4 the Owner will be released from all of her obligations hereunder in respect of the Land immediately upon Wilbow becoming the registered owner of the Land and the parties agree that this agreement shall not be registered on the title to issue to Lot 1 on the Plan.

3.6. Further Documents

The parties will do all things, and prepare and sign all further documents, necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

3.7. Registration

Without limiting the scope and generality of clause 3.6, the Owner and Wilbow must do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with section 181 of the Act.

3.8. Notice

Any notice or document under this Agreement may be served on the Council, the Owner or Wilbow by being left at or posted by prepaid letter addressed to the person at its address stated at the commencement of this Agreement (or any other address which is notified to all parties from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting.

3.9. Consent of Mortgagee

If the Land is affected by a mortgage at the time of execution of this Agreement or prior to the registration of the Agreement on the title to the Land, the Owner must ensure that the mortgagee as soon as possible (but not later than 7 days after all the parties have executed this Agreement) endorses on this Agreement its consent to the Agreement being made and being registered at the Land Registry in accordance with clause 3.7.



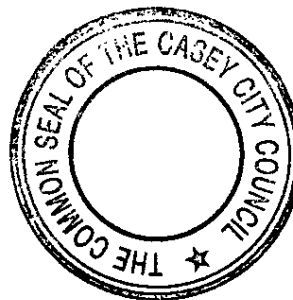
AB638543W

18/10/2002 \$59 173



EXECUTED as an agreement.

THE COMMON SEAL of **CITY OF CASEY**
was affixed in the presence of:



.....
Name
.....
Councillor

.....
Name
.....
Chief Executive Officer

EXECUTED by **MARGERY MARY MORAN**
by her Attornies **ALEXANDER RALPH**
MORAN and **ANDREW WILLIAM MORAN**
pursuant to Enduring Power of Attorney dated 30
April 1991 in the presence of:

.....
Witness

.....
.....
.....



THE COMMON SEAL of **WILBOW**
CORPORATION PTY LTD was affixed in the
presence of:



.....
Director

.....
Director/Secretary

.....
Name

.....
Name
Frederick John Lyons
Lot 36 Steels Creek Road
STEELS CREEK Vic. 3775

.....
Usual Address

.....
Usual Address



ATTACHMENT



DRB638543W-10-9

AB638543W

18/10/2002 \$59

173

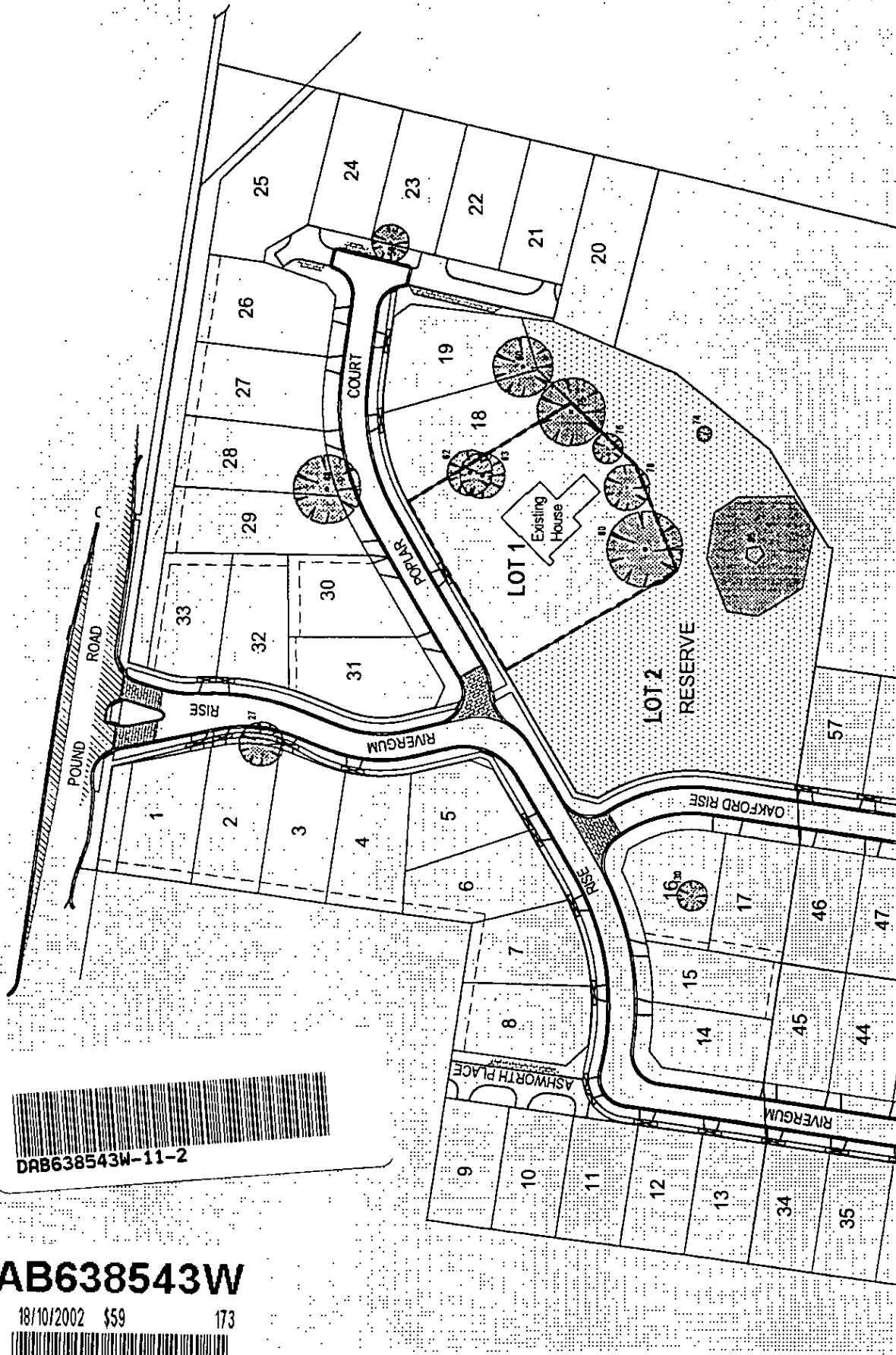


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AB638543W

18/10/2002 \$59

173



Existing trees to be retained and protected



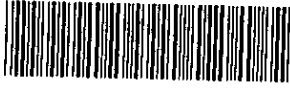
Tree Protection Plan

EARTH SYSTEM
Urban Design & Planning
Melbourne Tel 8517 9200
Drawing No. 616126TP
Scale 1:100
Client: [illegible]
Date: [illegible]

AB638543W

18/10/2002 \$59

173



RE

DAB638543W-12-6



Oakford Rise

Rivergum Rise

16

17

15

14

Lot 2 Rivergum Rise
Rivergum Rise
Pratt Road - Hamdon Park
Building Envelope Plan
Drawing No. 919120 BE-16
Sheet No. 2 of 3
© 2002 Wilbow Associates Pty Ltd

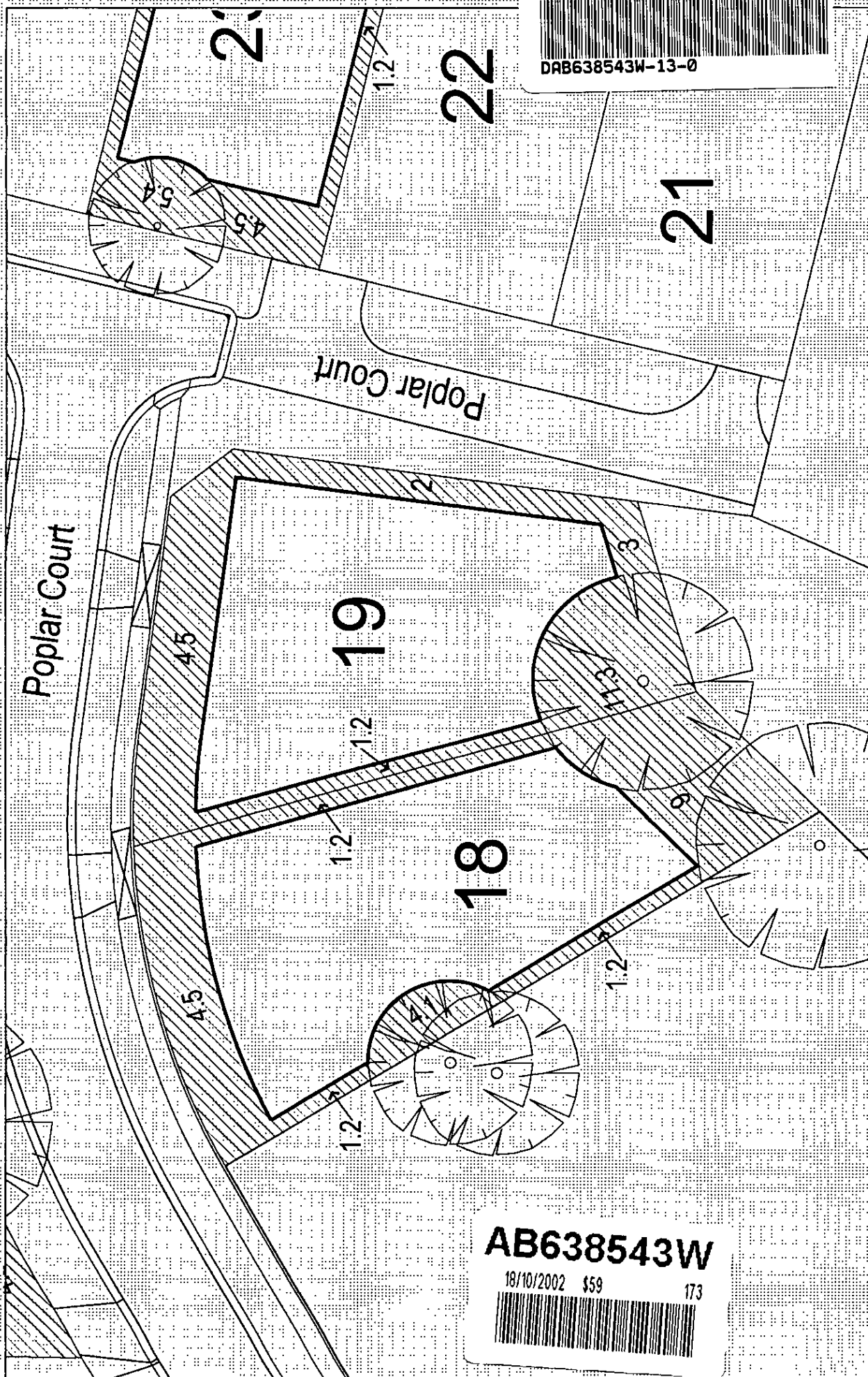
Urban Design & Planning
Melbourne Tel 8517 9200
M. Wilbow
N. Wilbow



Lot 16 Building Envelope Plan

- Building Envelope
- Non-building area
- Setbacks from lot boundaries
- Existing trees to be retained and protected





DRB638543W-13-0

AB638543W

18/10/2002 \$59

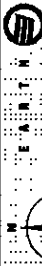
173



Building Envelope
Non-building area
Setbacks from lot boundaries
Existing trees to be retained
and protected

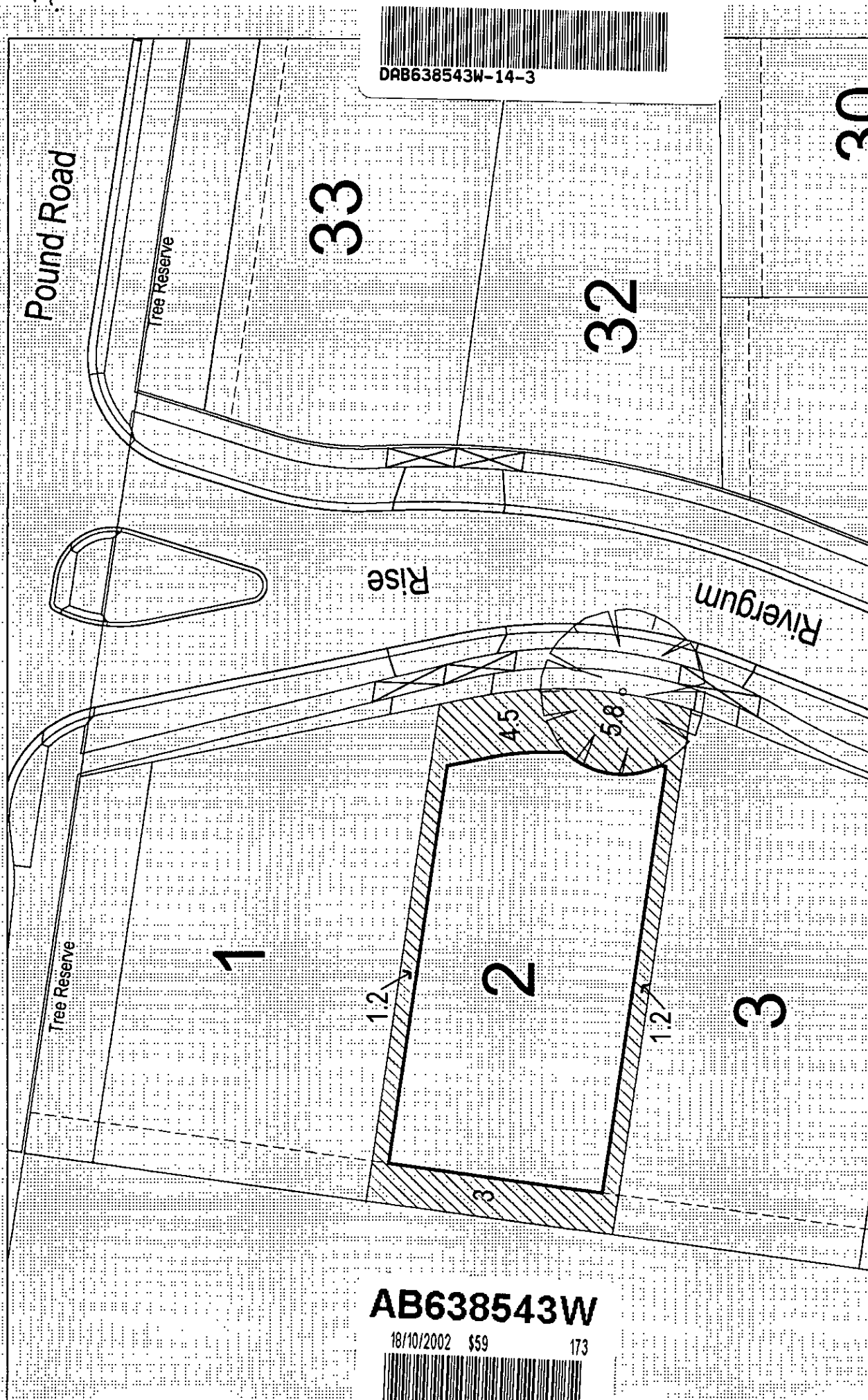


Lots 18 and 19 Building Envelope Plan



EARTH
Urban Design & Planning
Melbourne - Tel 8517 8200

Lots 18 and 19 Poplar Court
Riverton Rise
Pruned Road - Hampton Park
Building Envelope Plan
Drawing No. 18172002-1219 REV
Scale 1:500
© 2002 Earth Design Pty Ltd



DAB638543W-14-3

AB638543W

18/10/2002 \$59 173



WILBOW CORPORATION

Lot 2 Rivergum Rise

Rivergum Rise
Pound Road - Hamelin Park
Building Envelope Plan

Urban Design & Planning
Melbourne - Tel 0517 9200

Designed: []
Drawn: []
Checked: []
Approved: []

Scale: 1:200 (A3)

Drawing No: 0191200E-2
Sheet No: 1 of 2
© 2002 Wilbow Corporation

Lot 2 Building Envelope Plan

- Building Envelope
- Non-building area
- Setbacks from lot boundaries
- Existing trees to be retained and protected







Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/01/2026 01:13:56 PM

OWNERS CORPORATION 1
PLAN NO. PS512768E

The land in PS512768E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 40.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 6, 535 WHITEHORSE ROAD MITCHAM VIC 3132

AH034586S 12/02/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	250	250
Lot 2	250	250
Lot 3	250	250
Lot 4	250	250
Lot 5	250	250
Lot 6	250	250



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/01/2026 01:13:56 PM

OWNERS CORPORATION 1
PLAN NO. PS512768E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	250	250
Lot 8	250	250
Lot 9	250	250
Lot 10	250	250
Lot 11	250	250
Lot 12	250	250
Lot 13	250	250
Lot 14	250	250
Lot 15	250	250
Lot 16	250	250
Lot 17	250	250
Lot 18	250	250
Lot 19	250	250
Lot 20	250	250
Lot 21	250	250
Lot 22	250	250
Lot 23	250	250
Lot 24	250	250
Lot 25	250	250
Lot 26	250	250
Lot 27	250	250
Lot 28	250	250
Lot 29	250	250
Lot 30	250	250
Lot 31	250	250
Lot 32	250	250
Lot 33	250	250
Lot 34	250	250
Lot 35	250	250



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/01/2026 01:13:56 PM

OWNERS CORPORATION 1
PLAN NO. PS512768E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	250	250
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Total	9800.00	9800.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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Produced: 29/01/2026 01:13:56 PM

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Common Property 1, Lots 1 - 40.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 6, 535 WHITEHORSE ROAD MITCHAM VIC 3132

AH034586S 12/02/2010

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	10806/473	0	0
Lot 1	10806/433	250	250
Lot 2	10806/434	250	250
Lot 3	10806/435	250	250
Lot 4	10806/436	250	250
Lot 5	10806/437	250	250
Lot 6	10806/438	250	250



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS512768E

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 7	10806/439	250	250
Lot 8	10806/440	250	250
Lot 9	10806/441	250	250
Lot 10	10806/442	250	250
Lot 11	10806/443	250	250
Lot 12	10806/444	250	250
Lot 13	10806/445	250	250
Lot 14	10806/446	250	250
Lot 15	10806/447	250	250
Lot 16	10806/448	250	250
Lot 17	10806/449	250	250
Lot 18	10806/450	250	250
Lot 19	10806/451	250	250
Lot 20	10806/452	250	250
Lot 21	10806/453	250	250
Lot 22	10806/454	250	250
Lot 23	10806/455	250	250
Lot 24	10806/456	250	250
Lot 25	10806/457	250	250
Lot 26	10806/458	250	250
Lot 27	10806/459	250	250
Lot 28	10806/460	250	250
Lot 29	10806/461	250	250
Lot 30	10806/462	250	250
Lot 31	10806/463	250	250
Lot 32	10806/464	250	250
Lot 33	10806/465	250	250
Lot 34	10806/466	250	250
Lot 35	10806/467	250	250



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 29/01/2026 01:13:56 PM

OWNERS CORPORATION 1
PLAN NO. PS512768E

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 36	10806/468	250	250
Lot 37	10806/469	200	200
Lot 38	10806/470	200	200
Lot 39	10806/471	200	200
Lot 40	10806/472	200	200
Total		9800.00	9800.00

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

Statement End.

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 31 PS512768

LOCAL GOVERNMENT (COUNCIL)
Casey

LEGAL DESCRIPTION
31\PS512768

COUNCIL PROPERTY NUMBER
89598

LAND SIZE
Premium report only

ORIENTATION
Premium report only

FRONTAGE
Premium report only

ZONES
GRZ - General Residential Zone - Schedule 1

OVERLAYS
N/A

State Electorates

LEGISLATIVE COUNCIL
South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Narre Warren South District

Burglary Statistics

POSTCODE AVERAGE
1 in 78 Homes

STATE AVERAGE
1 in 76 Homes

COUNCIL AVERAGE
1 in 82 Homes

Council Information - Casey

PHONE
03 9705 5190 (Casey)

EMAIL
caseycc@casey.vic.gov.au

WEBSITE
<http://www.casey.vic.gov.au/>

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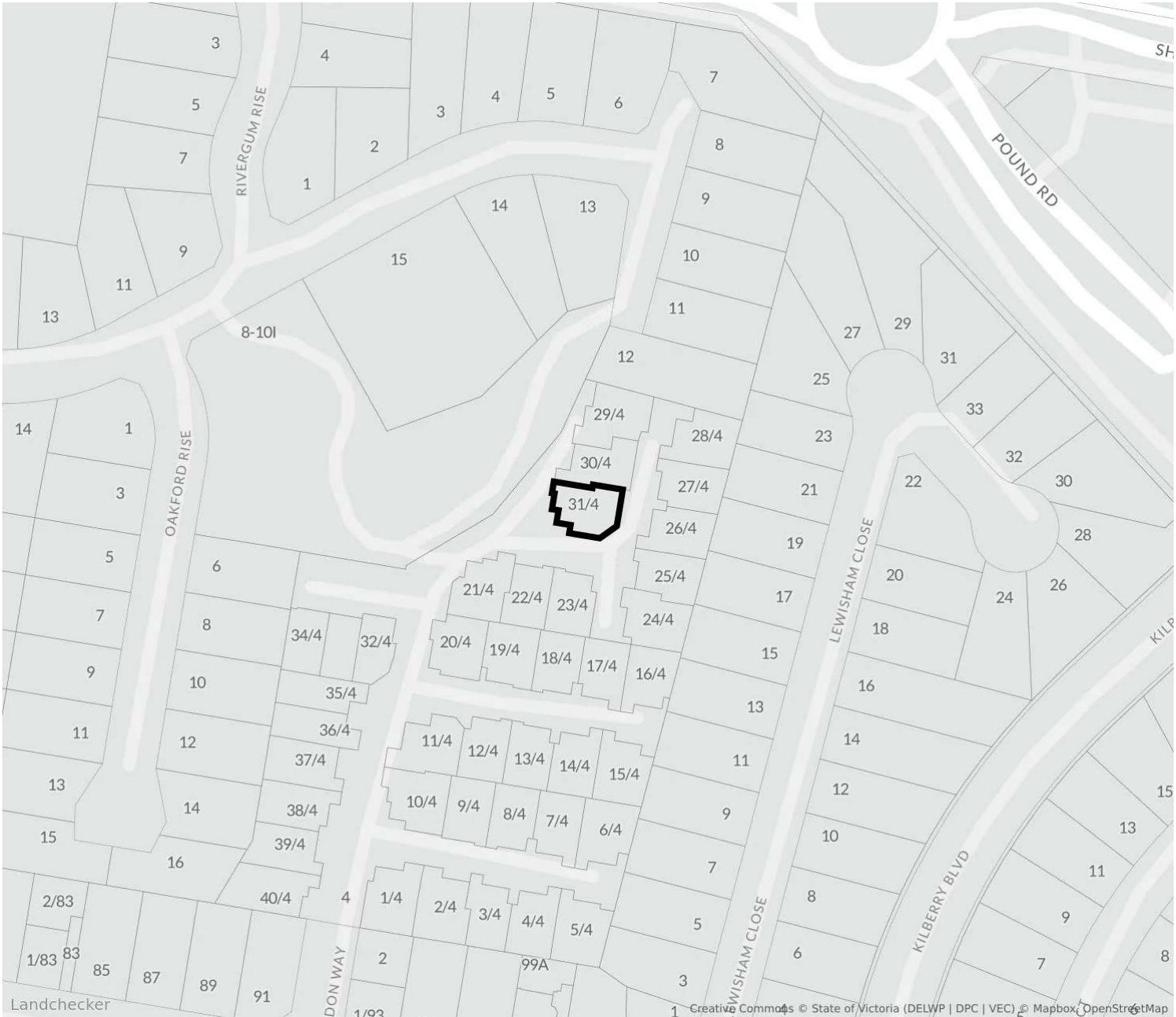
 Planning Permits
Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions



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There are no overlays for this property

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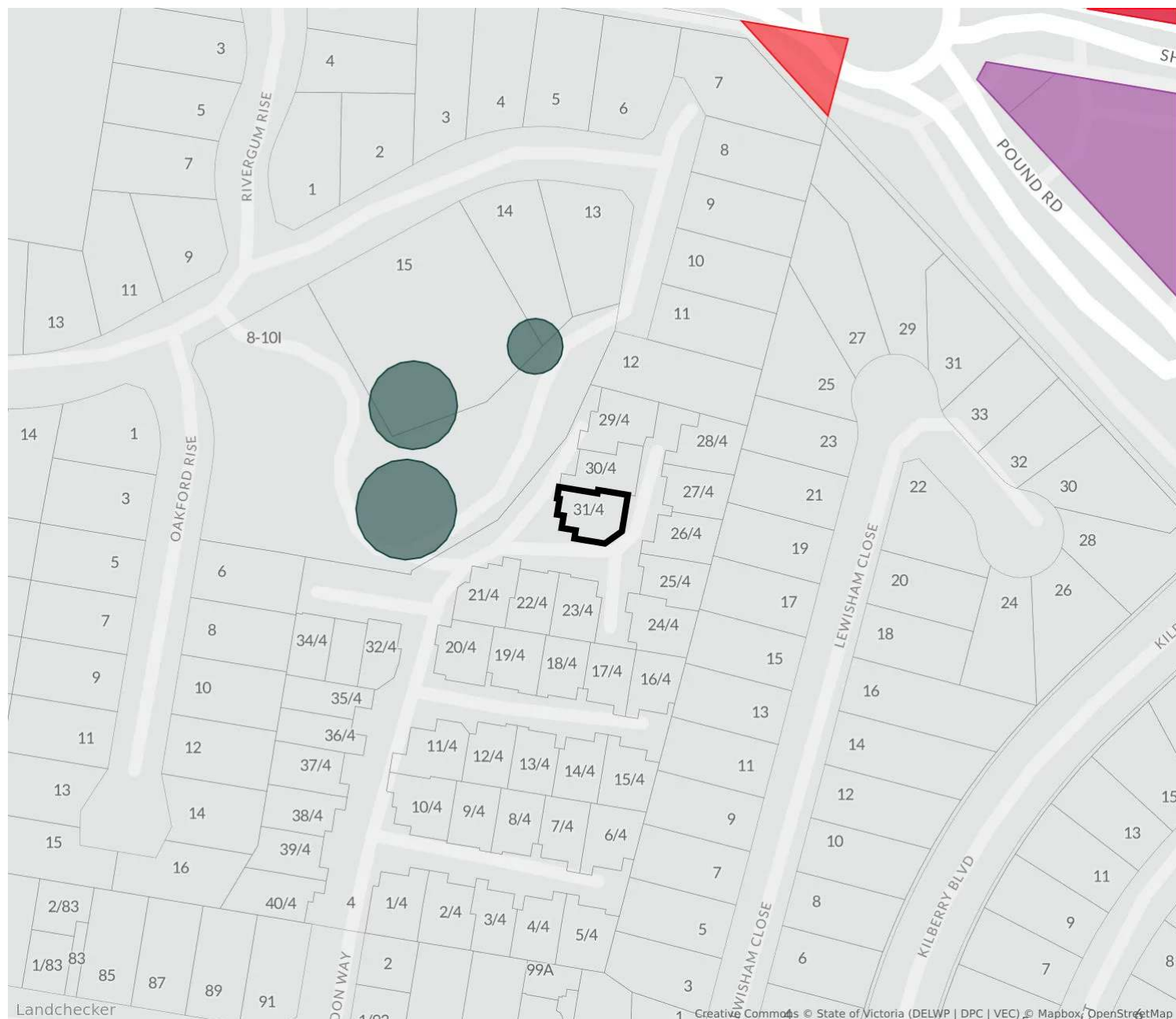
 Planning Permits
Approved and Pending

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90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions

NEARBY OVERLAYS

31/4 Paydon Way, Hampton Park Vic 3976



- DDO - Design And Development Overlay**
- DPO - Development Plan Overlay**
- ESO - Environmental Significance Overlay**
- PAO - Public Acquisition Overlay**

For confirmation and detailed advice about this planning overlay, please contact CASEY council on 03 9705 5190.

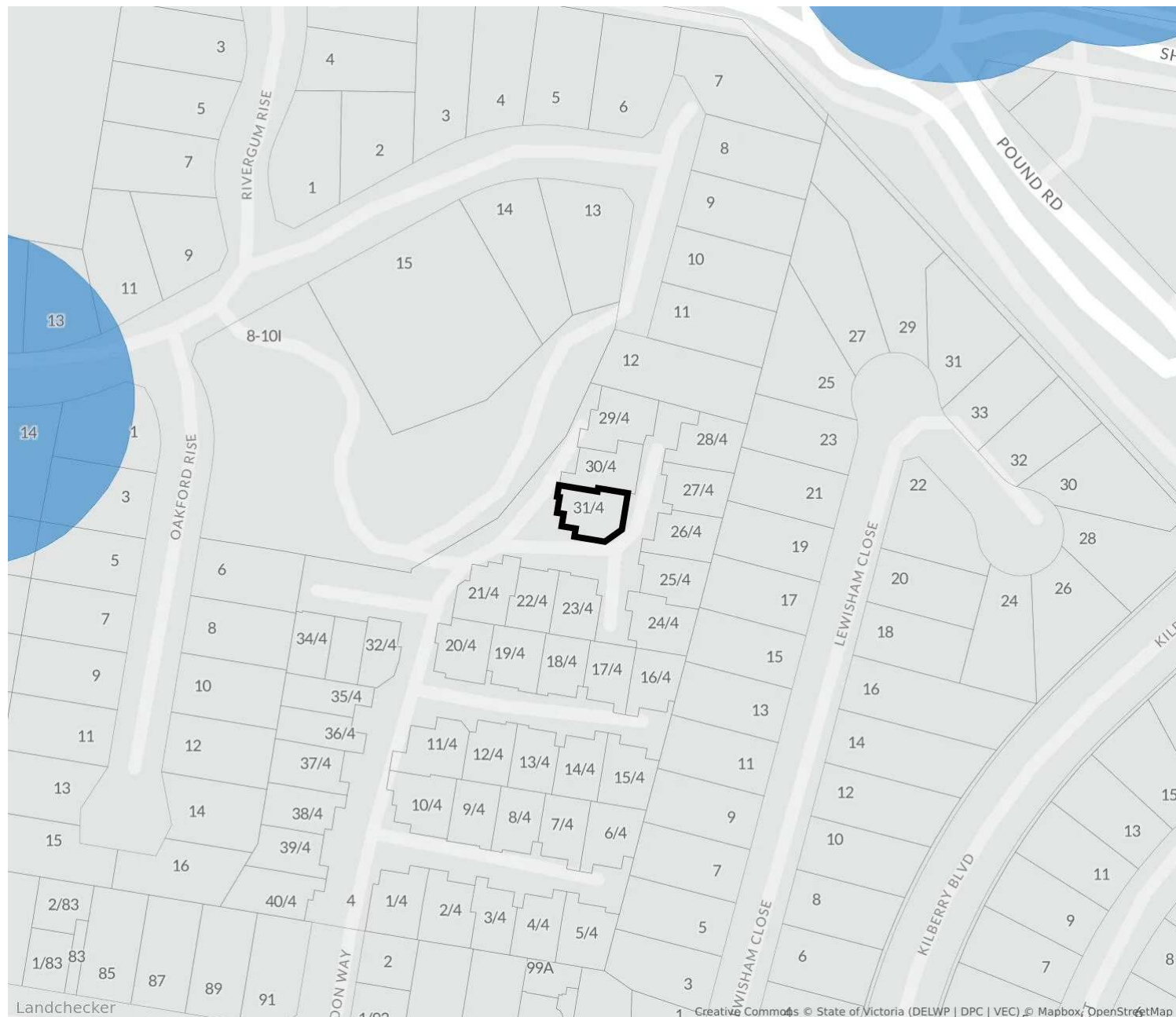
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 Planning Permits
Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact CASEY council on 03 9705 5190.

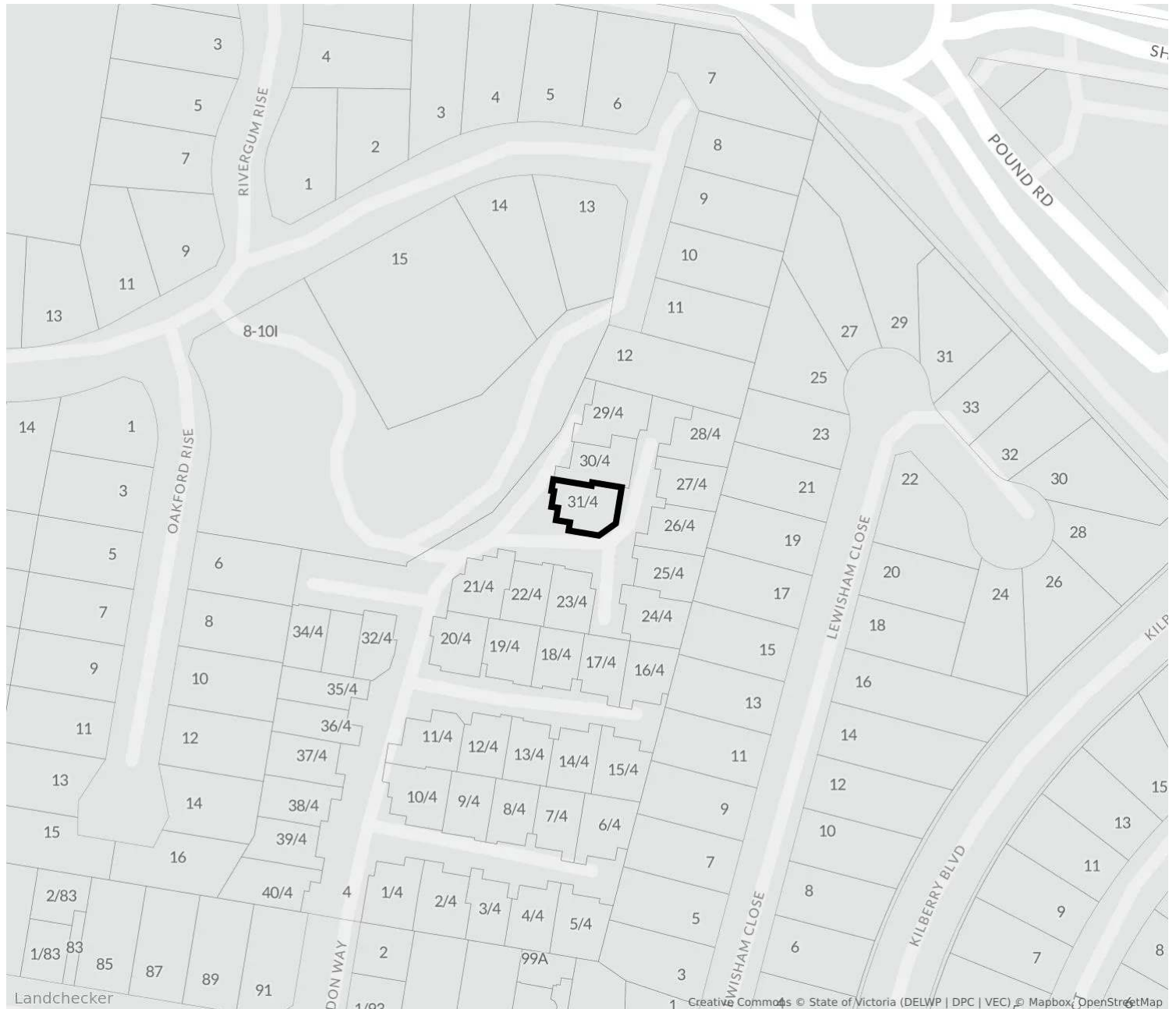
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 Planning Permits
Approved and Pending

 Planning Scheme Amendments
90 days Proposed and Approved

 Site Dimensions
Approximate Site Dimensions

**No Flood**

This property has no coverage.

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

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions

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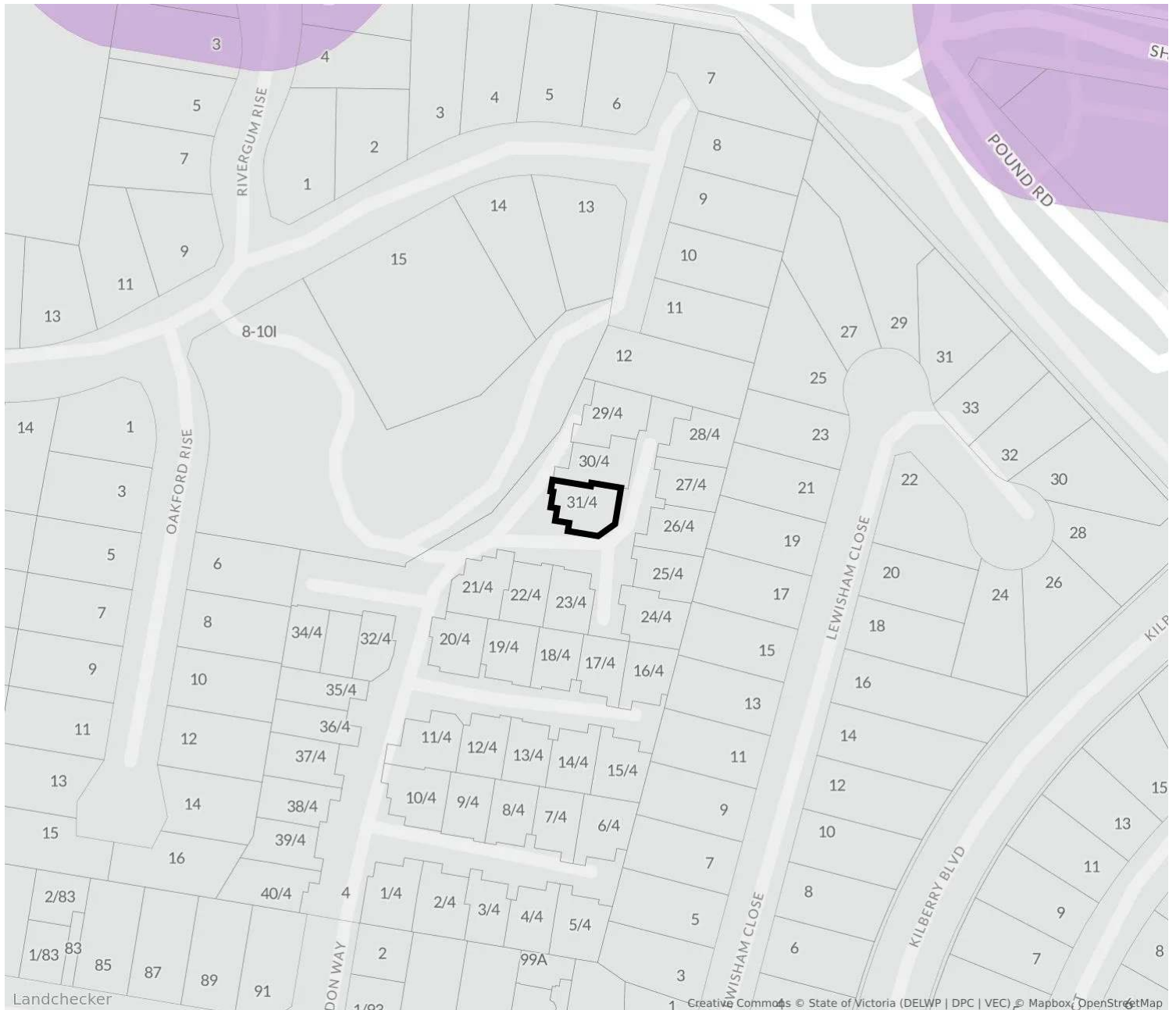
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



No Bushfire

This property has no coverage.

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

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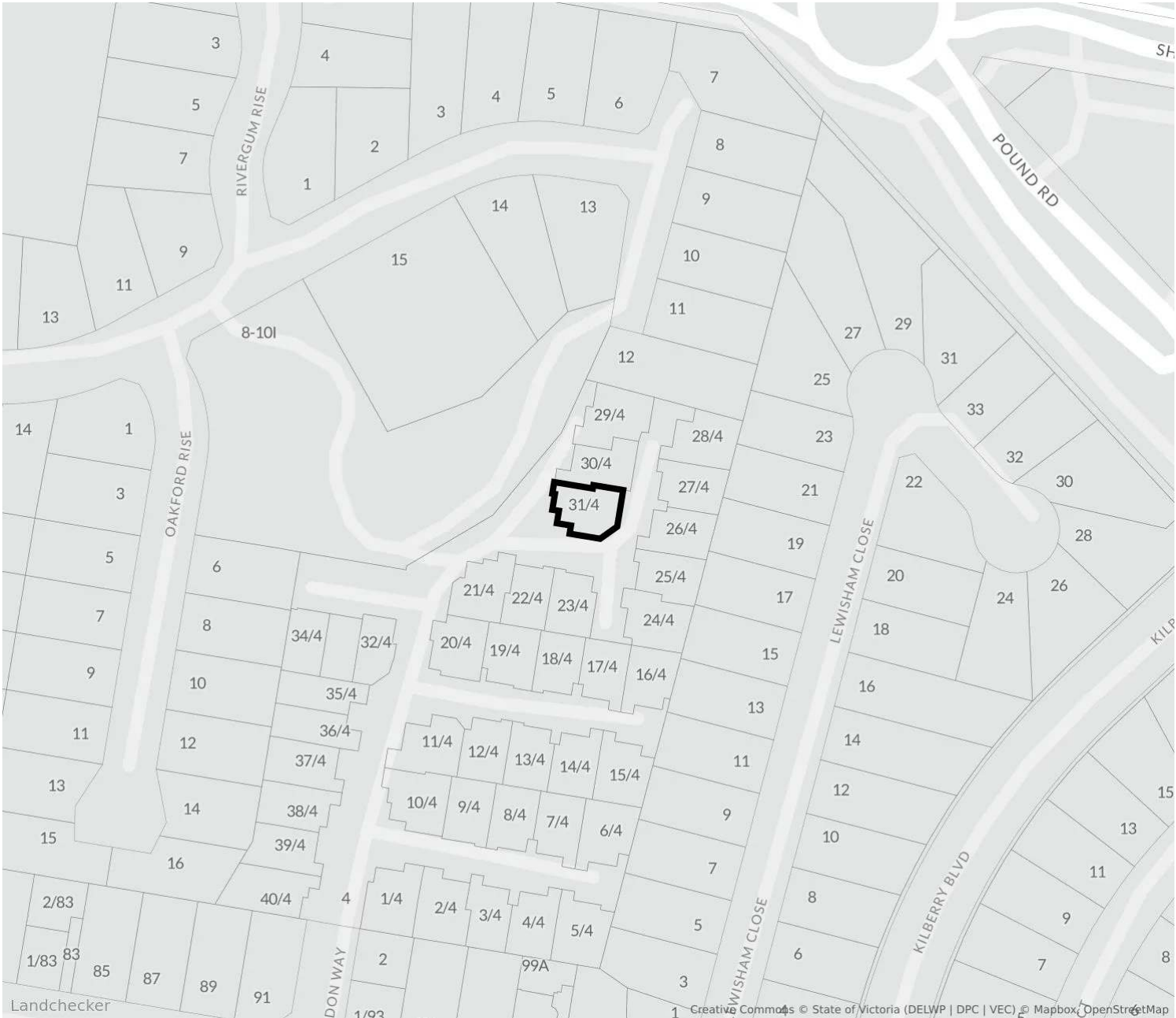
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



No Landslide

This property has no coverage.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

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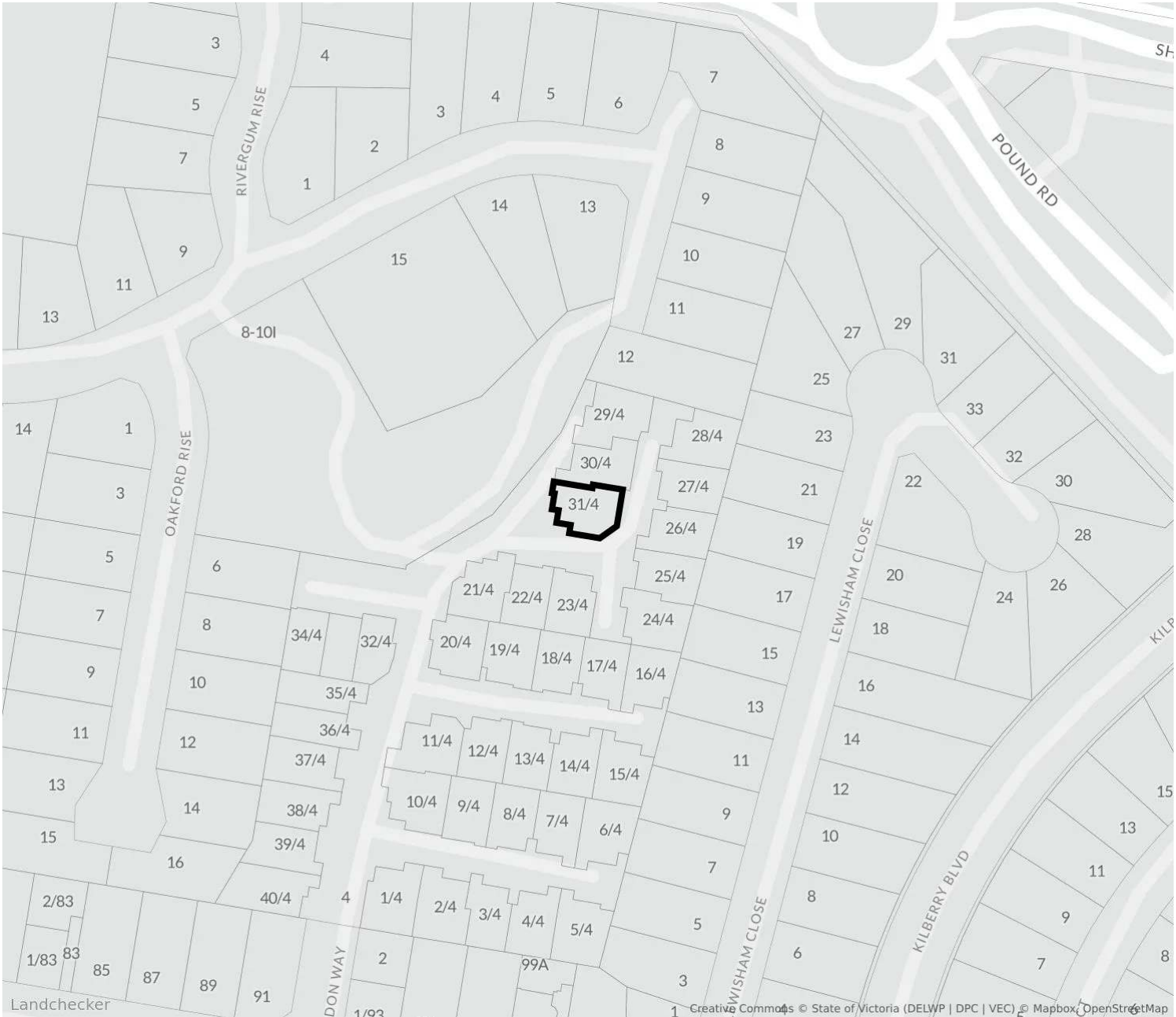
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



No Acid Sulfate

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

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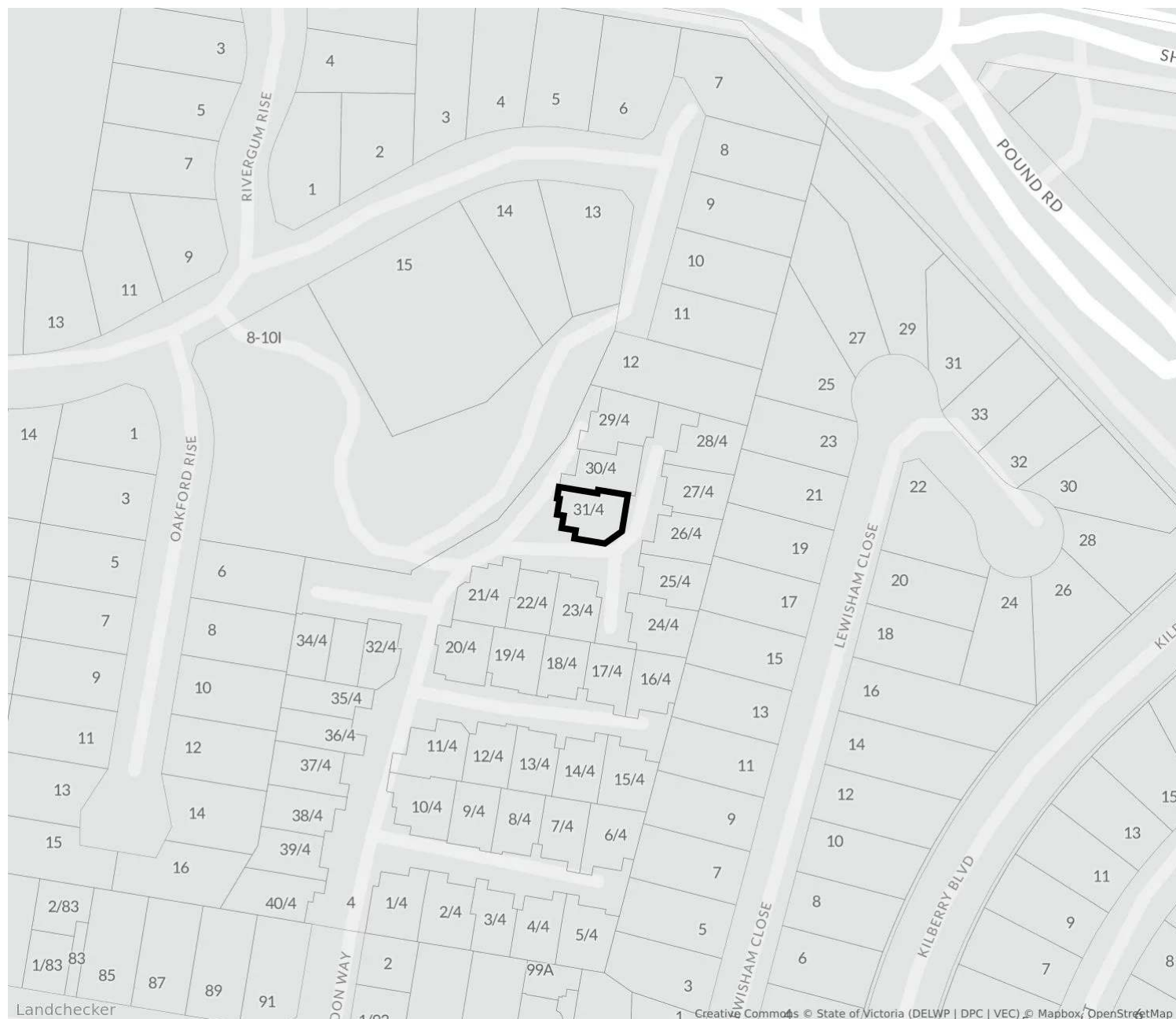
Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions



Not A Mine Subsidence Area

This property has no coverage.

For confirmation and detailed advice about mine subsidence requirements, please contact the relevant source authority.

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions

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- b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;

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Planning Permits
Approved and Pending



Planning Scheme Amendments
90 days Proposed and Approved



Site Dimensions
Approximate Site Dimensions

Donna Emile
E-mail: donna@monarchconvey.com.au

Statement for property:
UNIT 31 LOT 31 4 PAYDON WAY
HAMPTON PARK 3976
31 PS 512768

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53H//13605/00027	1490	30 JANUARY 2026	51310409

1. Statement of Fees Imposed

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

(a) By Other Authorities

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

(b) By South East Water

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

- The meter at the property was last read on 15/01/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

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

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

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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

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

AUTHORISED OFFICER:

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 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.

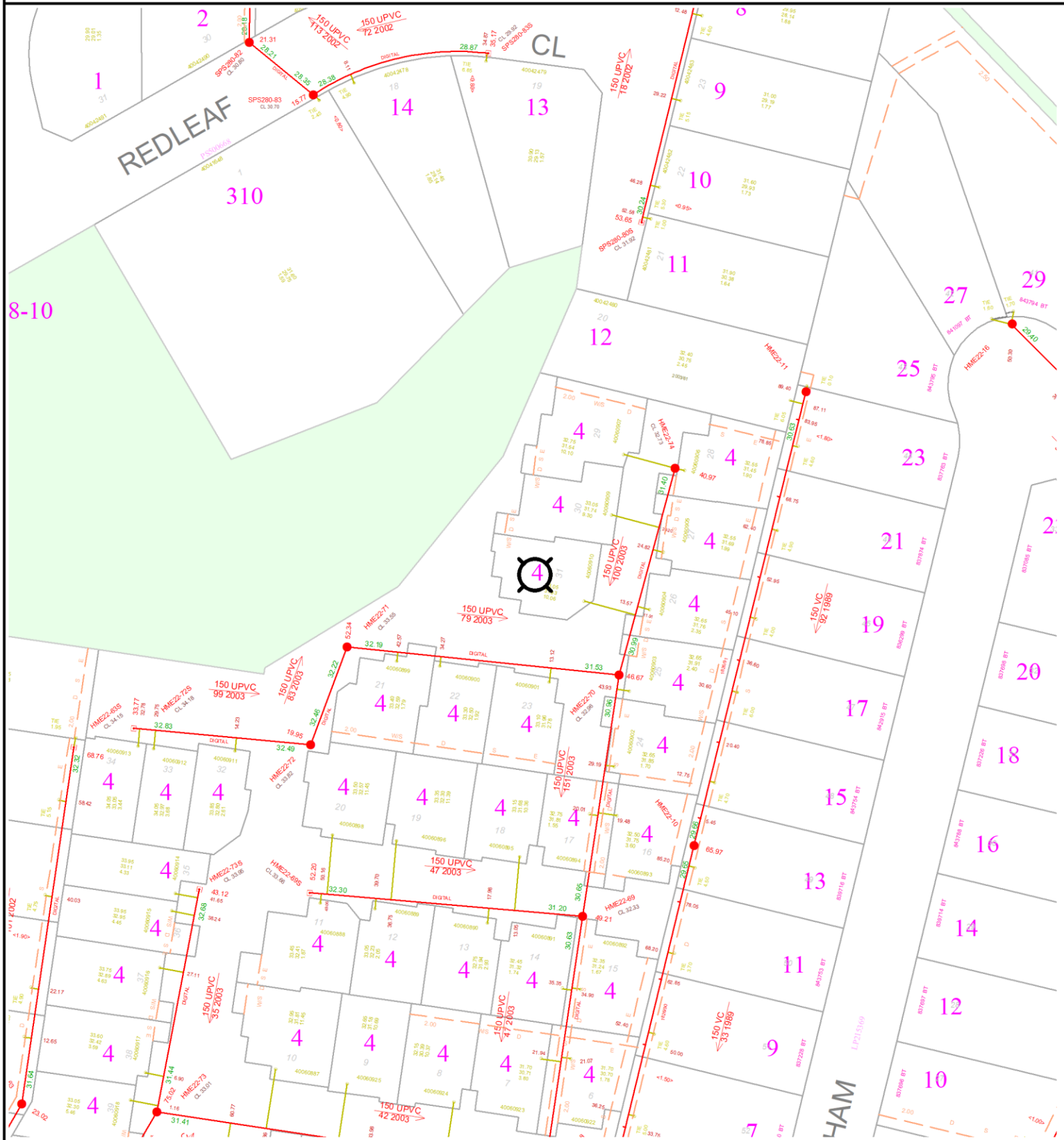
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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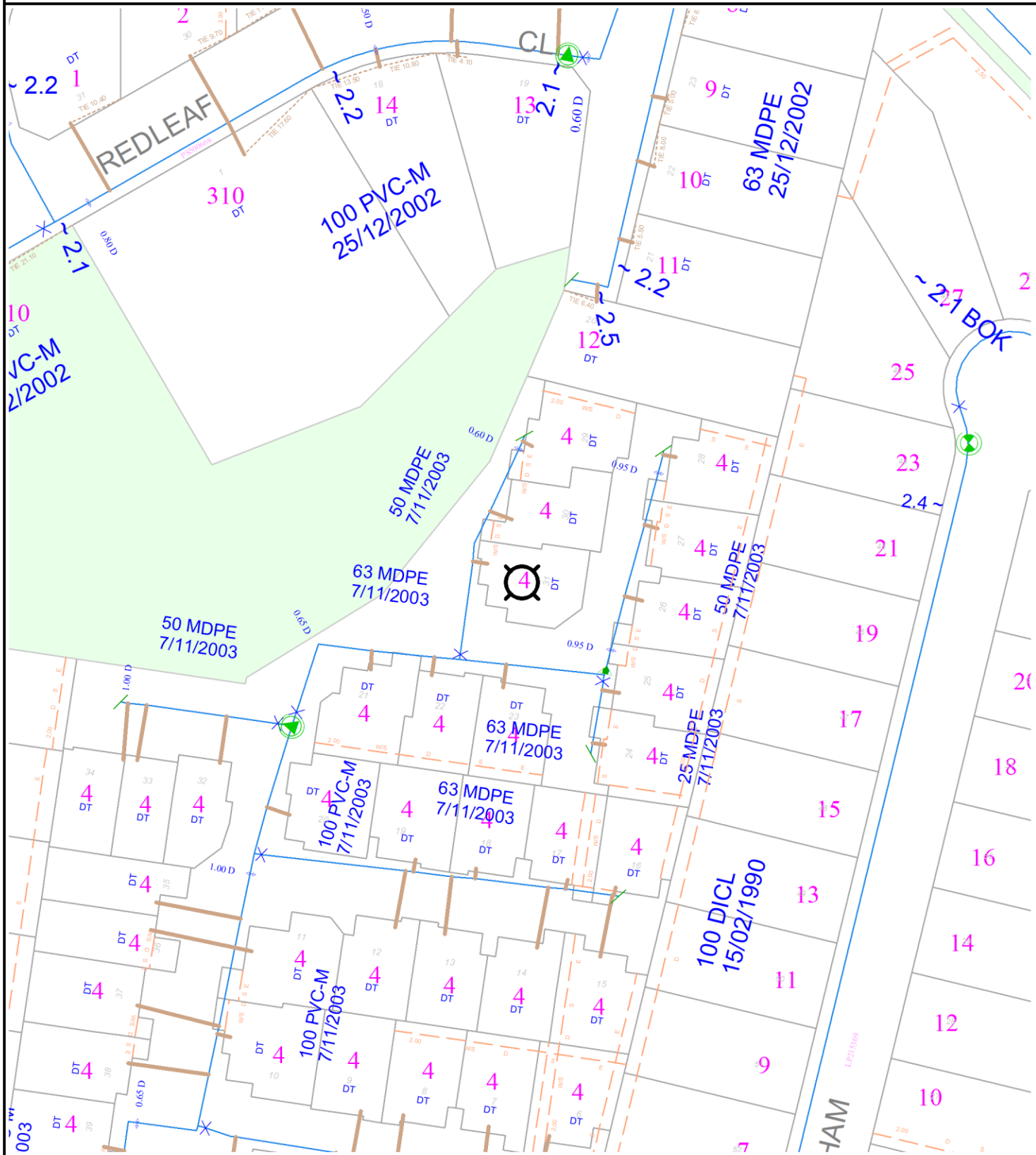


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

— Title/Road Boundary		Subject Property	● Maintenance Hole	✗✗✗ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

Melbourne Water Assets

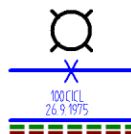
--- Sewer Main	--- Underground Drain	--- Natural Waterway
● Maintenance Hole	--- Channel Drain	■ Underground Drain M.H.



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

LEGEND

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

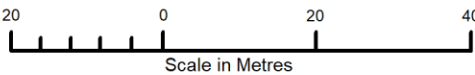


- Subject Property
- Water Main Valve
- Water Main & Services

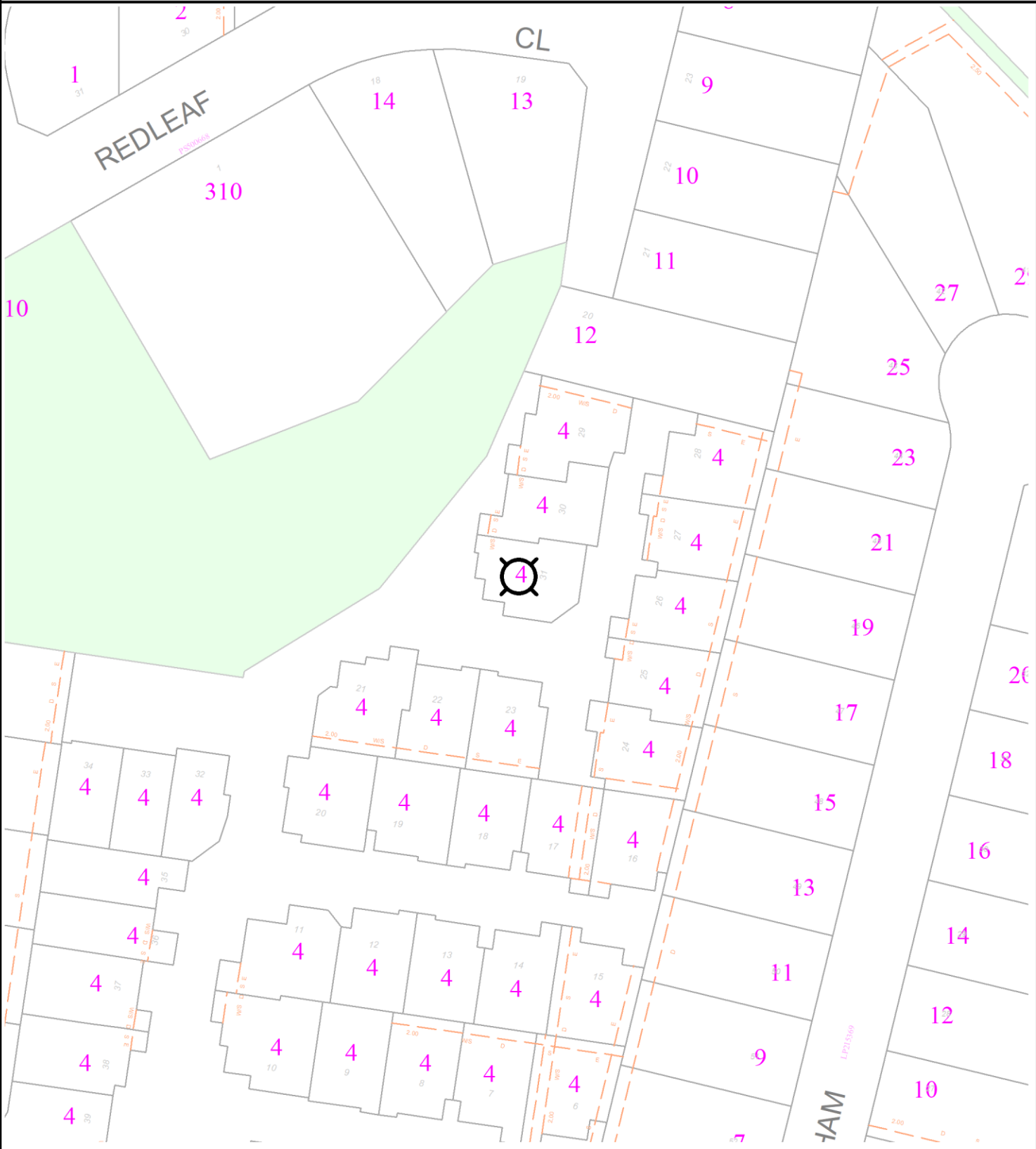
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



Case Number: 51310409



Date: 30JANUARY2026



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



OWNERS CORPORATION CERTIFICATE
(s151) Owners Corporation Act 2006 and (R.11) Owners Corporation Regulations 2018

Urban Body Corporate Management
P.O. Box 8130 Burwood Heights Victoria 3151

Owners Corporation Number: PS512768E

Address of Property: Lot 31 / 4 Paydon Way, Hampton Park, VIC, 3976

Postal Address: P.O. Box 8130 Burwood Heights Victoria 3151

Applicant for this certificate: Monarch Conveyancing
Via Email: donna@monarchconvey.com.au

Ref: Donna Emile

Vendor: Justine Henwood

Purchaser:

This Certificate is issued for Lot 31 on Owners Corporation Plan No. PS512768E The postal address of which is Unit 31/ 4 Paydon Way, Hampton Park, VIC, 3976 on 29th January 2026.

- 1 The present contribution fees for the above are \$2,035.88 per annum payable on a Quarterly (\$508.97 including \$20.00 Sinking Fund) on 01st day of June, September, December & March.
- 2 The fees are paid up to: 28/02/2026
- 3 Fee outstanding: \$Nil
- 3a The following are the total fund held by the Owner Corporations as at 29th January 2026
Total Fund \$11,604.22
- 4 The following special fees or levies have been struck and are payable on the dates indicated below: Nil
- 5 The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
- 6 The Owners Corporation presently has the following insurance cover:

Brokers	Body Corporate Brokers
Insurer	CHU Underwriting Agencies Pty Ltd
No. of Policy	HU0006087687
Kind of Policy	Strata Insurance
Buildings	\$18,640,000.00
Public Liability	\$20,000,000.00
Office Bearers	\$100,000.00
Fidelity Guarantee	\$100,000.00
Excess	Refer insurers
Renewal Date	09.07.2026

- 6a Has the owner's corporation resolved that the members may arrange their own insurance under section 61A of the act? If so, provide the date of that resolution: N/A

Telephone: 1300 887 695
Email: admin@ubcm.com.au

PO Box 8130 Burwood Heights 1
Victoria 3151.

- 7 The Owners Corporation has not submitted any additional rules to the Registrar of Titles. Standard Model Rules Apply
- 8 The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5.
- 9 The Owners Corporation has not granted any lease, contract license or special privilege affecting the common property.
- 9a There is a contract of appointment to provide Owners Corporation Management services is currently held with Urban Body Corporate Management:
- 10 The following are the details of any current agreement to provide services to lot owners, occupiers or the public: Nil
- 11 The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings.
- 11a Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied? Nil
- 12 No proposal has been made for the appointment of an administrator.
- 13 The Owners Corporation has resolved to appoint a manager.
Urban Body Corporate Management
Po Box 8130, Burwood Heights, Vic, 3151
Phone: 1300 887 695
Email: admin@ubcm.com.au
- 14 Information has been provided with the attached documents further information on prescribed matters can be obtained by inspection of the owner's corporation register. (Upon payment of appropriate fee with a written request must be made prior to inspection). Attached documents:
- A copy of the minutes of the last Annual General Meeting of the Owners Corporation
- A copy of the model rules
- A copy of schedule 3 of the Owners Corporations Regulations 2018 – "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
- 15 The common seal of Owners Corporation No PS 512768E 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.



.....
Harry Singh
Dated 29th January 2026
On behalf of Owners Corporation PS 512768E

Registered Manager
Urban Body Corporate Management
PO Box 8130 Burwood Heights VIC 3151



THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

The information provided within this certificate is correct to the best of our knowledge as at the date of issue and valid on the date issued. Circumstances can change daily and information may be altered without notice and without our control or knowledge. Urban Body Corporate Management accept no liability whatsoever for information that is incorrectly provided. The onus is on Vendors/Purchasers to verify the status of fees outstanding (1300 887 695) and request a new certificate prior to settlement

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice. It may be prudent to obtain a written update prior to settlement of the property. An update will be provided, however please note it may incur a cost. Once that 60-day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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 owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

MINUTES OF ANNUAL GENERAL MEETING Wednesday, 2 July 2025



PS512768E
4 Paydon Way,
HAMPTON PARK VIC 3976

MINUTES OF ANNUAL GENERAL MEETING*Owners Corporations Act 2006, Owners Corporations Regulations 2018.*

OWNERS CORPORATION No.1
PLAN NO. 512768E
4 Paydon Way, HAMPTON PARK VIC 3976

ADDRESS OF MEETING: Zoom Online Meeting**DATE/TIME OF MEETING:** Wednesday, 2 July 2025 at 5.30 pm**MINUTES****1 Commencement of Meeting**

The meeting commenced at 5:30pm

2 Attendance / Quorum**2.1** Lot Owners Present : Nil**2.2** Proxies and Apologies : Nil**2.3** In Attendance

Manveer Hansra and Etania Sabrina representing Urban Body Corporate Management

2.4 Quorum

Upon presentation of all proxies and noting the people present, it was declared that;
 a quorum was not present, therefore all decisions of this meeting are interim decisions.

The decisions set out in these minutes are interim decisions and these minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting, for a Special General Meeting to be held, the decisions become resolutions of the Owners Corporation from the date of the interim resolutions (S78 (4) (a)).

3 Adoption of Meeting Rules

MOTION: It was resolved that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation be adopted

4 Appointment of Chairperson and Minute Taker

MOTION: It was resolved that Manveer Hansra be appointed to chair the meeting and minute taker to record the minutes of the meeting for distribution to the members of the Owners Corporation.

5 Entitlement to Vote and Voting method

It was noted all attendees were entitled to vote, and voting will be by a show of hands.

6 Adoption of previous General Meeting Minutes

MOTION: It was resolved that the minutes of the previous Annual General Meeting held on 20 August 2024 be confirmed as a true and accurate record of that meeting

7 Presentation of Reports

The following reports were noted; The Managers Report

8 Financial Reports

MOTION: It was resolved that the Financial Statements for the period ending 31 May 2025 that reported accumulated members' funds of \$3,897.41 be approved.

9 Budgets

Administrative and Maintenance Fund Budgets:

MOTION: It was resolved that the annual budget for the period 1 June 2025 to 31 May 2026, totaling \$76,671.00 (\$7.82 per unit liability) (inclusive GST) for the administration fund and \$3,136.00 (\$0.32 per unit liability) (inclusive GST) for the maintenance fund, as circulated, be tabled and adopted.

Administrative Fund Contributions:

MOTION: It was resolved that the contributions be set at \$76,671.00 (inclusive GST) per annum to commence on the 1 June 2025; and that the contributions be paid in advance in Quarterly instalments, the first instalment being due on 1 June 2025 and will continue at the same rate on a quarterly basis until changed by a resolution of the Owners Corporation; and that an adjustment levy in the amount of \$650.25 (\$0.06 per unit liability) (inclusive GST) be raised to cover the difference between the previous Quarterly contribution rate and the new contribution rate, due and payable on 1 September 2025 to ensure that the full amount as set out in the Administrative budget is collected.

Maintenance Fund Contributions:

MOTION: It was resolved that the maintenance fund contributions be set at \$3,136.00 (inclusive GST) per annum to commence on the 1 June 2025; and that the maintenance fund contributions be paid in advance in Quarterly instalments, the first such instalment being due on 1 June 2025 and will continue at the same rate on a a quarterly basis until changed by a resolution of the Owners Corporation; and that no adjustment levy is required for the maintenance fund in this financial year.

10 Maintenance Plan

MOTION: It was NOT resolved that the Owners Corporation prepare and approve a Maintenance Plan.

11 Penalty Interest on arrears

MOTION: It was resolved that the Owners Corporation charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporation Act 2006.

MOTION: It was resolved that the Owners Corporation delegate to the Manager the authority to waive arrears interest on a case-by-case basis for amounts up to \$250.00; and that all other waiver of interest requests above \$250.00 be reviewed on a case-by-case basis by the Owners Corporation Committee or if no Committee appointed, by the Owners Corporation at the next General Meeting.

12 Recovery of Costs

MOTION: It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person; and that the Manager to seek arrears (recovery of outstanding fees) may engage a debt collection company and that costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of Owners Corporation Act 2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

13 Insurance

13.1 Insurance Policy Details

The current insurance of the Owners Corporation attached to the notice of meeting was tabled and reviewed

The members reviewed the current level of insurance cover of \$18,640,000.00 and confirm the level of insurance cover for each policy as noted above

13.2 Building Reinstatement and Replacement Cost Valuation

The last valuation was undertaken on the 15 March 2023 valued at \$18,640,000.00

The Owners Corporation is to consider the following proposed motions and determine whether they wish to pass one of the options.

MOTION: It was resolved that the owners corporation not obtain an insurance valuation this year, and to obtain quotations for the insurance at the current insured amount of \$18,640,000.00

13.3 Insurance Renewal

MOTION: It was resolved that the Owners Corporation and/or the Owners Corporation Committee make the determination on engaging an appropriate insurance company from the brokers quotations provided. Should however the Owners Corporation not make a decision at least one (1) day prior to the renewal of the insurance, Urban Body Corporate Management will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.

14	Committee
14.1	To determine the number of positions on the Committee
	MOTION: It was NOT resolved that the Owners Corporation elect a committee of between three and seven members.
14.2	To receive nominations for positions on the committee
	MOTION: It was NOT resolved that the Owners Corporation elect the named nominees onto the Committee of Management.
	Lot 33 Richard Cinque
	Lot 08 Gemma L Randall
	Lot 19 Christopher Chua
15	Election of Chairperson (s98 of the Act)
	Richard Cinque was nominated as Chairperson
16	Election of Secretary (s99 of the Act)
	Urban Body Corporate Management was nominated as Secretary.
17	Use of Seal
	It was noted that the seal of the Owners Corporation had been affixed to the following document since the last Annual General Meeting: Owners Corporation Certificates
18	OH & S
	MOTION: It was NOT resolved : that the Owners Corporation engage a consultant to undertake report
19	Receiving Fee Notices and Correspondence
	MOTION: It was resolved To ensure you receive timely information from the Owners Corporation and reduce the impact to the environment, all notices and correspondence have been set up to be issued via email. However, if you wish to receive hard copy of notices and or/correspondence, please email your details to admin@ubcm.com.au and we will update your preference on your behalf
20	General Business, Repairs and Maintenance
	Nil
21	Owners Corporation Enduring Resolutions
	Nil
22	Next Meeting
	The next Annual General Meeting is scheduled to be held July 2026
23	Meeting Close
	There being no more business to discuss the meeting was closed at 5:50pm

Manager: Manveer Hansra for and on behalf of Owners Corporation No 1, Plan No. 512768E



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006087687
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	09/07/2025 to 09/07/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 512768E
Situation	4 PAYDON WAY HAMPTON PARK VIC 3976

Policies Selected

Policy 1 – Insured Property

Building: \$18,640,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$2,796,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$100,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Sum Insured: \$2,796,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$419,400

Escalation in Cost of Temporary Accommodation: \$139,800

Cost of Removal, Storage and Evacuation: \$139,800

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: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

28/07/2025

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.