CONTRACT FOR THE SALE OF LAND & VENDOR'S STATEMENT

PROPERTY	106/523 Dandenong Road, Armadale 3143



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SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

INFORMATION CONCERNING THE CONDUCT OF

PUBLIC AUCTIONS OF LAND

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

• the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and

• the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

• any person bidding for a vendor other than—

• the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or

• a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

• the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;

• the auctioneer acknowledging a bid if no bid was made;

• any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;

• any person falsely claiming or falsely acknowledging that they made a bid;

• an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

SALE OF LAND
(PUBLIC AUCTIONS) REGULATIONS 2014

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

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

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Contract for the 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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ..... 30/10/2026 .....

..... on 30/10/2026

Print name(s) of person(s) signing: Michael Norman Roy Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1 Emma Nadine Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1

.....

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

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

SIGNED BY THE VENDOR: Kerry Taylor .....

..... on 30/10/2026

Print name(s) of person(s) signing: **KERRY LEE-ANN TAYLOR**

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

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Belle Property (Armadale)
1258 High Street, Armadale, VIC 3143

Email: armadale@belleproperty.com

Tel: 03 9509 0411 Mob: Fax: 03 9500 9525 Ref:

Vendor

KERRY LEE-ANN TAYLOR

Vendor's legal practitioner or conveyancer

Hammersmith Lawyers
202C 5 Claremont Street, South Yarra VIC 3141

Email: southyarra@hammersmithlawyers.com.au
Tel: 03 9095 8655 Fax: 03 9866 7590 Ref: bm:26-18468

Purchaser

Name: Michael Norman Roy Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1 .. Emma Nadine Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1

.....

Address: 16 Bentleigh Street, Shepparton Victoria 3630

ABN/ACN: ..... 698 388 206 .....

Email: wagdin06@hotmail.com ... emmanfrizz@hotmail.com .....

Purchaser's legal practitioner or conveyancer

Name: Core Lawyers .....

Address: .....

Email: ruxy@corelawyer.com.au .....

Tel: ..... Mob: ..... Fax: ..... Ref: Ruxy

30/10/2026

30/10/2026

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11984	Folio	069	14	742613B

If no title or plan references 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.

30/10/2026

Property address

The address of the land is: **106/523 Dandenong Road, Armadale 3143**

Goods sold with the land (general condition 6.3(f)) All fixtures, fittings, fixed floor coverings and fixed electric light fittings of a permanent nature.

Payment

Price	$399,000	
Deposit	$19,950	$5,000 payable on signing, remainder due on unconditional (of which $0 has been paid)
Balance	$379,050	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

30/10/2026

Settlement (general conditions 17 & 26.2)

is due on 04/12/2026 or 30 / 45 / 60 days after the Day of Sale

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

30/10/2026

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 with options to renew, each of years

OR

- ☐ a residential tenancy for a fixed term ending on

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

30/10/2026

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

Loan (general condition 20)

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

Lender: Any reputable lender
(or another lender chosen by the purchaser)
Loan amount: no more than $319,200 Approval date: 13/11/2026

Building report

[X] General condition 21 applies only if the box is checked

Pest report

[X] General condition 22 applies only if the box is checked

30/10/2026

30/10/2026 30/10/2026

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*

1. The Purchaser acknowledges that prior to the signing hereof or any other document relating to this sale and prior to the payment of any monies they received from the Agent a Statement in writing complying with Section 51 of the *Estate Agents Act 1980* (if applicable), together with a written Vendor's Statement ("the Vendor's Statement") in accordance with Section 32 of the *Sale of Land Act*, a copy of which is attached hereto and a Due Diligence Checklist pursuant to Division 2A of Part II of the Act.

2. If the Purchaser is a Company then the Purchaser agrees to procure the Guarantee of its Directors to the performance of the Purchaser's obligations under this Contract in the form attached to this Contract. The Purchaser shall be obliged to procure the execution of the Guarantee and deliver the same to the Agent or Solicitor for the Vendor prior to the Day of Sale. Should the Purchaser fail to procure the execution of the Guarantee as aforesaid in the time stipulated then such failure shall be deemed to be a breach of this Contract and shall entitle the Vendor to exercise all its remedies given to it under this Contract or at law.

3. The Purchaser acknowledges that there are no conditions warranties or other terms affecting the sale of the Property other than those embodied in this Contract and the Purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent or the auctioneer unless the same are expressly included as written conditions of this Contract of Sale.

4. The Purchaser acknowledges that in entering into this Contract the Purchaser:

a. has relied entirely upon the Purchaser's own enquiry and inspection of the property; and

b. does not rely upon any prior warranty or representation made by or on behalf of the Vendor.

5. This Contract embodies the entire agreement between the parties in respect of its subject matter and succeeds and cancels all other agreements and understandings whether written or verbal.

6. The Purchaser buys the Goods and Chattels in their current state of repair (no warranty being made as to such state of repair by the Vendor) and shall not be entitled to claim compensation (howsoever described) or delay settlement as a result of a Good, Chattel or inclusion being in an inoperative or less than desirable condition.

7. The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by-law made or issued by any duly empowered statutory authority ("Land Use Restriction"). No Land Use Restriction will constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser may not make any requisitions or objection in respect of or be entitled to any compensation from the Vendor arising out of non-compliance with any Land Use Restriction.

8. This Contract may not be discharged or varied unless by a document signed by the parties.

9. If the Purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

a. interest as herein provided;

b. all expenses incurred by the Vendor as a result of such breach;

c. the Vendor's Agents / Solicitors costs of and incidental to the preparation and service of any notice of default at $740 plus GST; and

d. all costs and expenses as between agent / solicitor and own client.

10. Without in anyway limiting the foregoing the Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the said property on the due date under the Contract the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in accordance with the terms of the Contract:

a. the cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;

b. interest payable to the Vendor under any existing Mortgage over the property calculated from the due date for settlement;

c. accommodation expenses necessarily incurred by the Vendor; and

d. penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.

11. The Purchaser acknowledges that any improvements on the property including a swimming pool, spa, or any other additions may be subject to or require compliance with the *Building Act 1993*, Building Regulations Victoria Building Regulations, municipal local laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of these laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

12. If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions"). If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of title variation. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract. This Special Condition will not merge on completion.

13. The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (C'th)* do not require the Purchaser to obtain consent to enter this contract. If there is a breach of the warranty contained in this clause (whether intentional or not) in addition to the forfeiture of the deposit to the vendor, the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach. This warranty and indemnity do not merge on completion of this contract.

14. If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the *Sale of Land Regulations* or any rules prescribed by regulation which modify or replace those Rules.

15. The parties agree that the implications and effects of the coronavirus pandemic COVID-19 shall not affect the parties' obligations to perform this Contract. At the Day of Sale, the parties have considered the implications and effects of the coronavirus pandemic COVID-19 and agree that it is not a force majeure event.

16. General Conditions 31.3, 31.4, 31.5 and 31.6 are deleted.

17. General Condition 23.4 is added "The purchaser must provide to the vendor's legal representative, the adjustments together with the information required by condition 23.3 via email at least seven (7) days prior to settlement."

18. In General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.

19. General Condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser; that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment 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 lodgment 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner 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 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 that does not relate to periodic outgoings.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act* 1962:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

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

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GST NOTICE TO PURCHASERS

Unless one of the boxes below are ticked the property is not new residential premises or potential residential land and the purchaser is not required to make a payment under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (C'th)*.

☐ The purchaser is or may be required to pay the Commissioner an amount section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (C'th)* because the property is new residential premises.

☐ The purchaser is or may be required to pay the Commissioner an amount section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (C'th)* because the property is potential residential land.

GUARANTEE AND INDEMNITY

To the vendor ("the Vendor")

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract for Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract for Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

VENDOR

Kerry Lee-ann Taylor OF

PURCHASER

Michael Norman Roy Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1
Emma Nadine Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1 OF 16 Bentleigh Street, Shepparton Victoria 3630
16 Bentleigh Street, Shepparton Victoria 3630

GUARANTOR

Michael Norman Roy Wagdin OF 16 Bentleigh Street, Shepparton Victoria 3630
Emma Nadine Wagdin 16 Bentleigh Street, Shepparton Victoria 3630

In Witness whereof the said Guarantors have set their hands and seals this 30th day of October 2026

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

30/10/2026 Michael Wagdin

30/10/2026 Emma Wagdin

30/10/2026 30/10/2026

Michael Norman Roy Wagdin

Emma Nadine Wagdin

Additional clauses agreed to by the parties

1. The Purchaser may end this Contract within 14 days from the date that the purchaser signs the contract, if the Purchaser:

a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;

b) gives the Vendor a copy of the report and a written notice ending this Contract; and

c) is not in default.

2. All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.

3. A notice under this special 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 the service.

4. The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

30/10/2026 30/10/2026 30/10/2026

202C 5 Claremont Street
South Yarra VIC 3141
T 03 9095 8655 | F 03 9866 7590
southyarra@hammersmithlawyers.com.au
26-18468

VENDORS STATEMENT

TO THE PURCHASER
AS REQUIRED BY SECTION 32 OF THE
SALE OF LAND ACT 1962

Vendor KERRY LEE-ANN TAYLOR

Property 106/523 DANDENONG ROAD, ARMADALE

---

1. Title

(a) A copy of the Register Search Statement/s (commonly referred to as the "title/s") and a copy of the accompanying diagram location (commonly referred to as the "plan") are attached.

2. Financial Matters

(a) the amount of rates, taxes, charges or other similar outgoings affecting the Land (and any interest for which the Purchaser may become liable) does not exceed - $5,900

(b) there are no charges over the Land; and any mortgage(s) will be discharged at settlement.

3. Building Permits

(a) A certificate issued pursuant to regulation 51(1) of the *Building Regulation 2018* is attached.

4. Owner-Builder Insurance Details

(a) No Building Permit issued in relation to the Land in the last six (6) years was issued to the Registered Proprietor as an Owner Builder.

5. Land Use

(a) A certificate that identifies the name of the Planning Scheme, the name of the Responsible Authority, the Zoning of the Land, any Planning Overlay affecting the Land and a statement whether the Land is in a bushfire prone area, is attached.

(b) Any easements, covenants or other similar restrictions affecting the Land are set out in the attachments, and the Vendor is not aware of any failure to comply with the terms of same.

6. Owners Corporations

(a) The Land is affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4)(b) of the *Owners Corporations Act 2006 (Vic)* are attached.

7. Services

(a) In respect of the services to the property, they are connected ***unless*** a 'tick' appears in the adjacent box in this table:

Electricity Supply	
Gas Supply	
Water Supply	
Sewerage	
Telephone Services	

8. Other Disclosures

Are there any notices, orders, declarations, reports or recommendations of a public authority or Government Department or approved proposal directly and currently affecting the Land of which the vendor might reasonably be expected to have knowledge?	No
Are there any notices, property management plans, reports or orders in respect of the land issued by a Government Department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land?	No
Has any notice to acquire any part of the Land been served on the Vendor?	No
Is there a GAIC* recording on the Land?	No
Is the Land affected by a "work-in-kind" agreement under the *Planning and Environment Act 1987* ?	No
** GAIC means "Growth Area Infrastructure Contribution", it is a levy on subdividable land.*	

Kerry Taylor

Signature/s of Vendor/s .....**on** 29/10/2026

KERRY LEE-ANN TAYLOR

Prior to signing below and prior to signing any Contract for Sale of Land, the Purchaser acknowledges:

- having received a signed Section 32 Statement (together with attachments); and
- having received a "Due Diligence Checklist";

Signature/s of Purchaser/s ..... 30/10/2026 .....**on** 30/10/2026

Michael Norman Roy Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1

Emma Nadine Wagdin as Director for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Consumer Affairs Victoria

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

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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

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

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

VOLUME 11984 FOLIO 069 Security no : 124139597754P
Produced 14/10/2026 11:10 AM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 742613B.
PARENT TITLE Volume 07425 Folio 908
Created by instrument PS742613B 29/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KERRY LEE-ANN TAYLOR of UNIT 106 523 DANDENONG ROAD ARMADALE VIC 3143
AR117645F 12/06/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR117646D 12/06/2018
G&C MUTUAL BANK LTD

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

DIAGRAM LOCATION

SEE PS742613B 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 106 523 DANDENONG ROAD ARMADALE VIC 3143

ADMINISTRATIVE NOTICES

NIL

eCT Control 17548C UNITY BANK
Effective from 12/06/2018

OWNERS CORPORATIONS

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The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS742613B

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS742613B**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**14/10/2026 11:10**

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PLAN OF SUBDIVISION

EDITION 1	PS 742613 B

LOCATION OF LAND

PARISH: PRAHRAN

TOWNSHIP: --------
SECTION: ---------
CROWN ALLOTMENT: --------
CROWN PORTION: 53 (PART)
TITLE REFERENCE: VOL 7425 FOL 908

LAST PLAN REFERENCE: LOT 5 ON TP 485044H

POSTAL ADDRESS: 523 DANDENONG ROAD, ARMADALE 3143.

MGA 94 CO-ORDINATES E 325 910 N 5 807 570 ZONE: 55

Council Name: Stonnington City Council

Council Reference Number: SUB5977
Planning Permit Reference: 0744/15
SPEAR Reference Number: S072739E

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Brianna Ure for Stonnington City Council on 21/03/2018

Statement Of Compliance issued: 17/05/2018

VESTING OF ROADS AND/OR RESERVE

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION

SURVEY This plan is based on survey.

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

This survey has been connected to permanent mark No(s)
In Proclaimed Survey Area No.

Area of Site: 1142m^2
No. of Lots: 27

NOTATIONS

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
See owners corporation search report(s) for detail.

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDING :-
INTERIOR FACE : ALL BOUNDARIES
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS, AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES.
ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.
THIS PLAN INVOLVES A CAR STACKING MECHANISM

✱ Limited to height and depth - see CROSS SECTION.

EASEMENT INFORMATION

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

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	✱CARRIAGEWAY	SEE DIA	THIS PLAN	LOTS ON THIS PLAN

JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134
Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19801 VERSION 08

ORIGINAL SHEET SIZE A3

SHEET 1 OF 10

Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants),
Surveyor's Plan Version (08),
15/03/2018, SPEAR Ref: S072739E

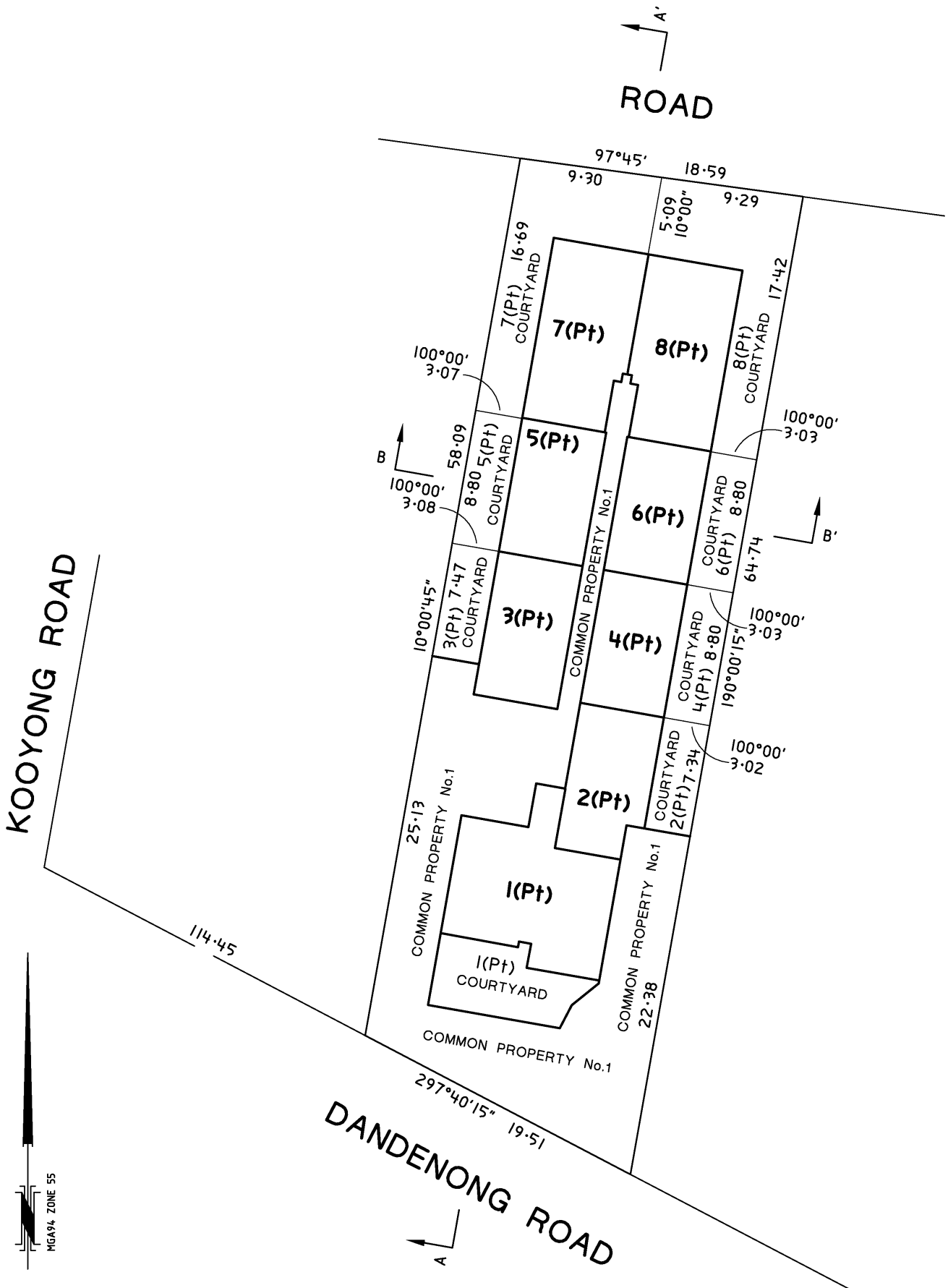
PLAN REGISTERED
TIME: 7:53am DATE: 29/05/2018
R.Bissell
Assistant Registrar of Titles

Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 1
GROUND FLOOR AND GROUND STOREY

PS 742613 B

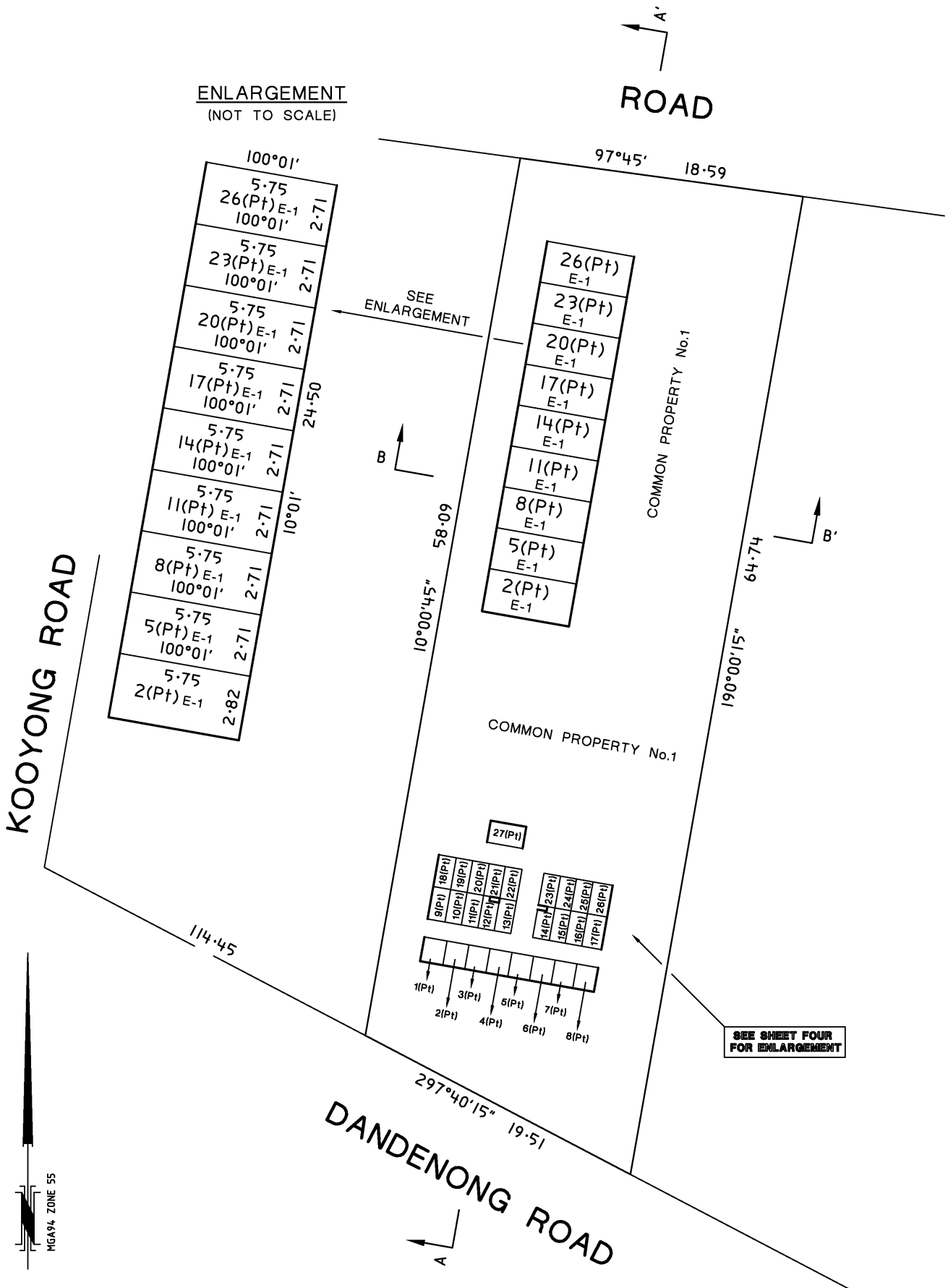


JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 2
			Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants), Surveyor's Plan Version (08), 15/03/2018, SPEAR Ref: S072739E		Digitally signed by: Stonnington City Council, 21/03/2018, SPEAR Ref: S072739E

Amended by: Michael Herwald Hipfel, 28/05/2018.

DIAGRAM 2
BASEMENT LEVEL

PS 742613 B



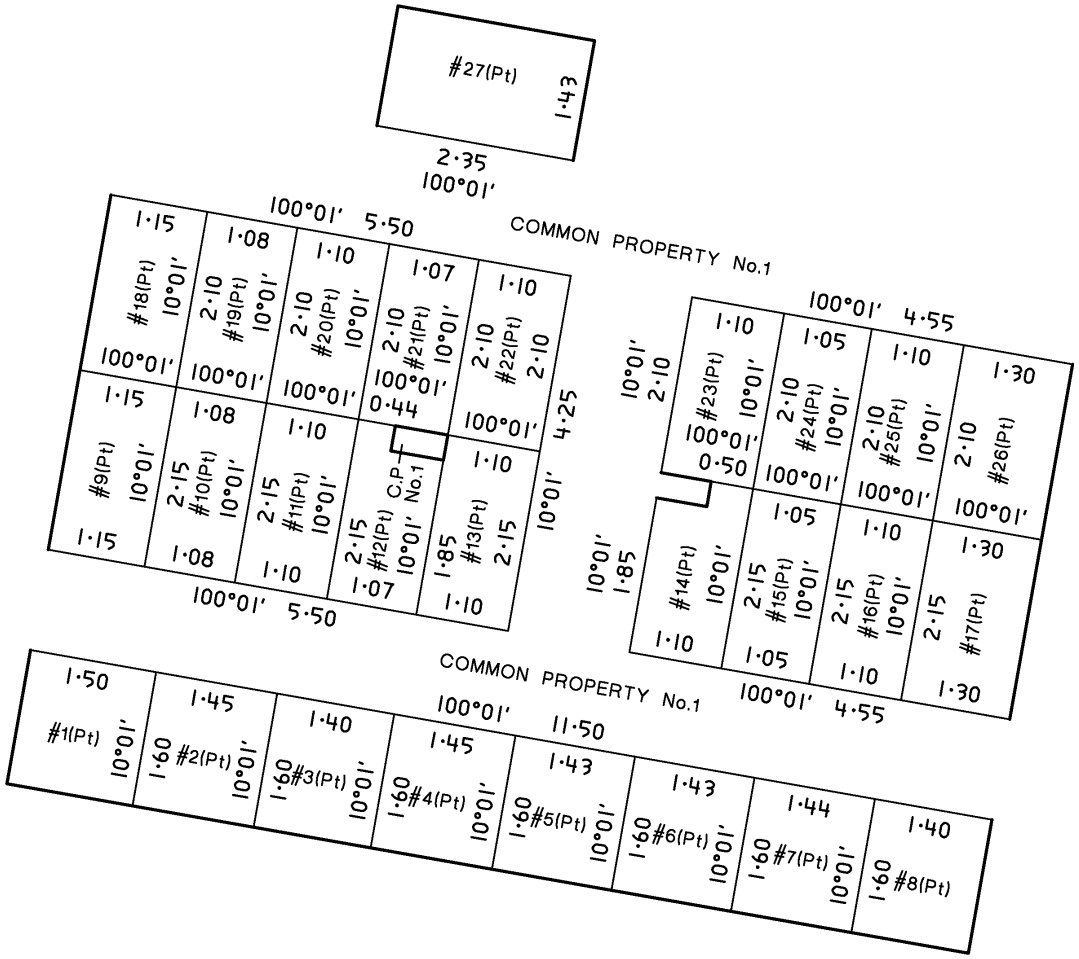
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DIAGRAM 2A
BASEMENT LEVEL - STORAGE CAGE ENLARGEMENT

PS 742613 B



MGA94 ZONE 55

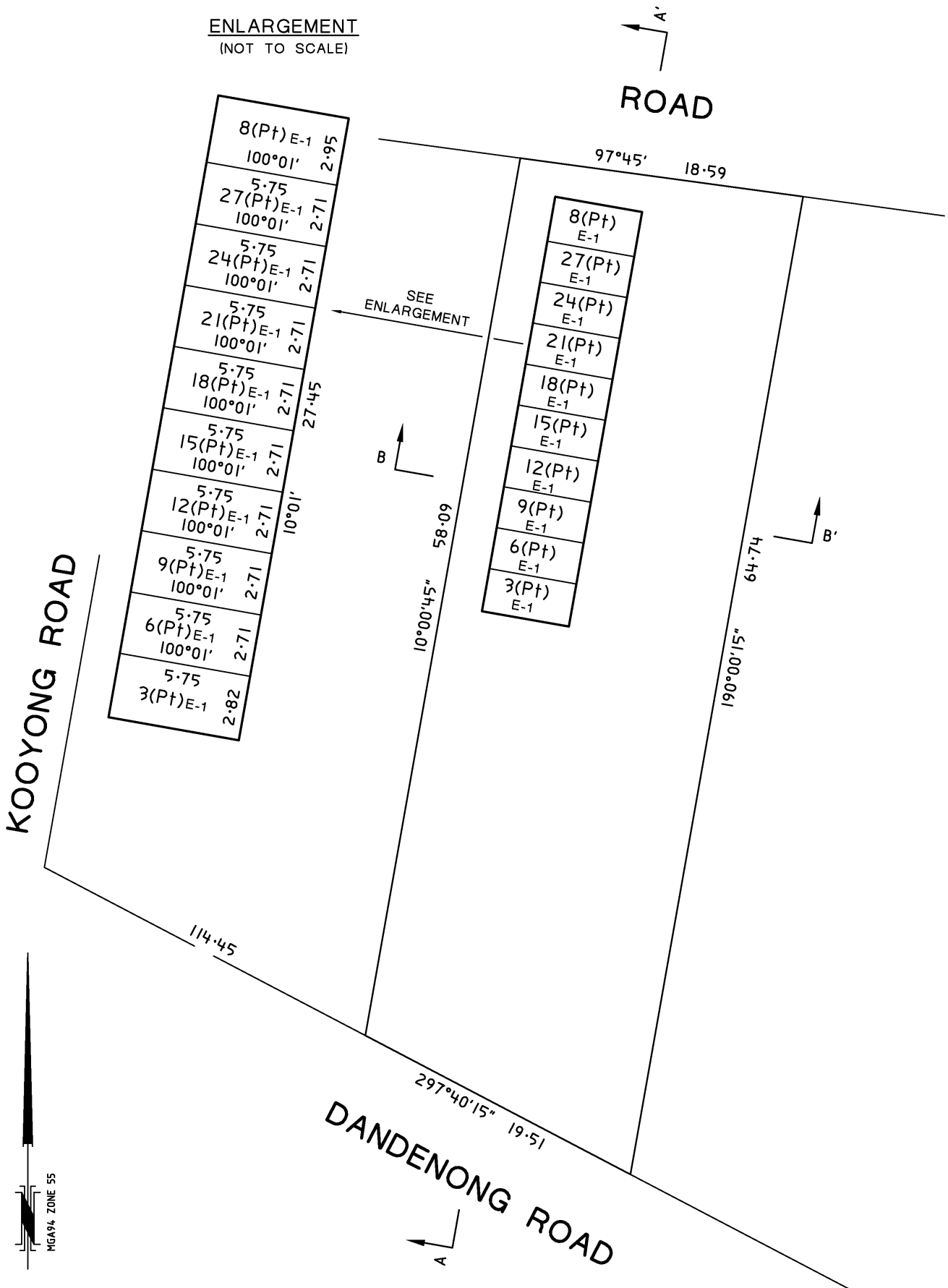
JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE N.T.S 0 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 4
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Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 3
LOWER BASEMENT LEVEL

PS 742613 B



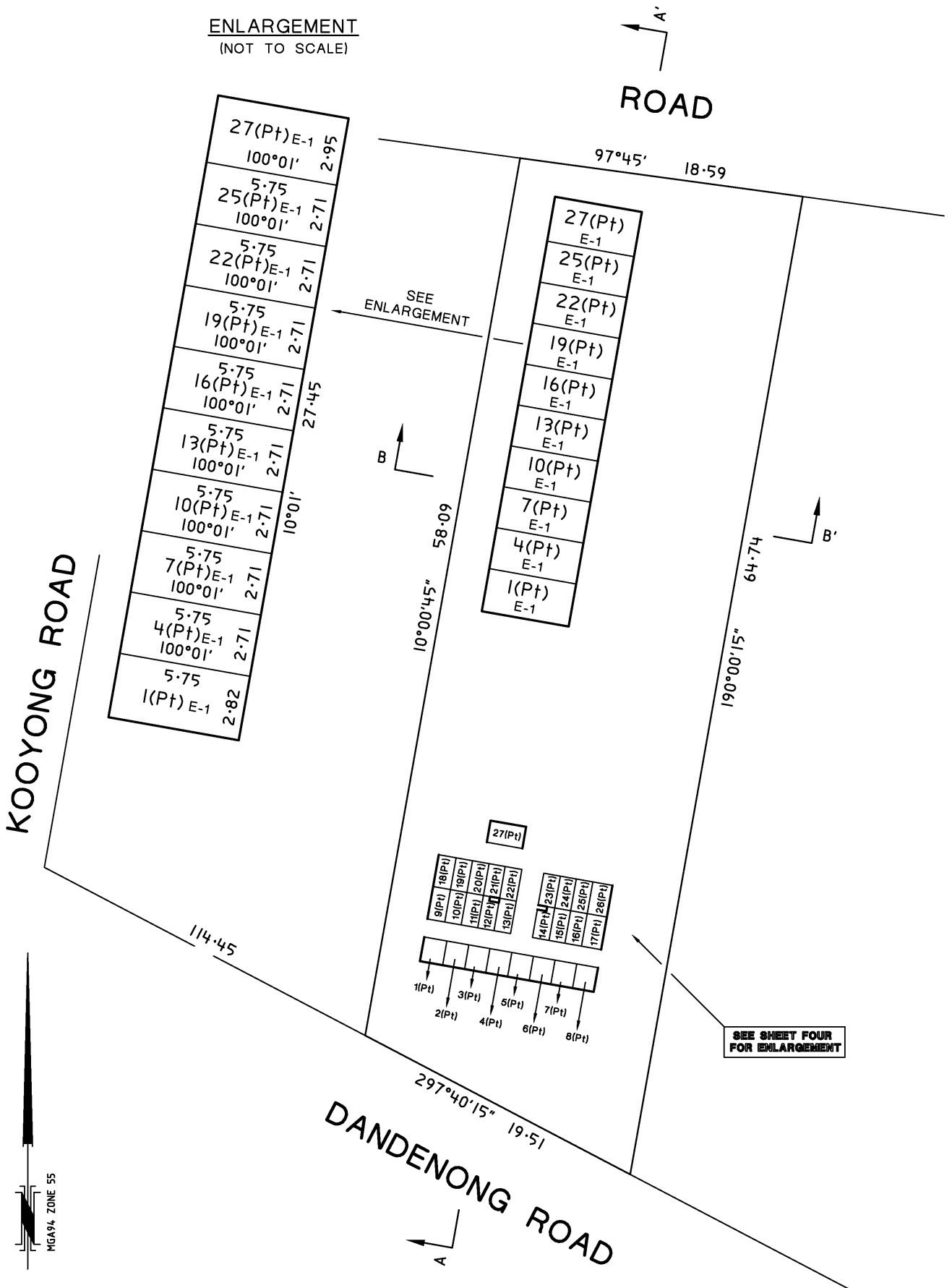
JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE 1:250 2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 5
			Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants), Surveyor's Plan Version (08), 15/03/2018, SPEAR Ref: S072739E	Digitally signed by: Stonnington City Council, 21/03/2018, SPEAR Ref: S072739E	

Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 4
UPPER BASEMENT LEVEL

PS 742613 B



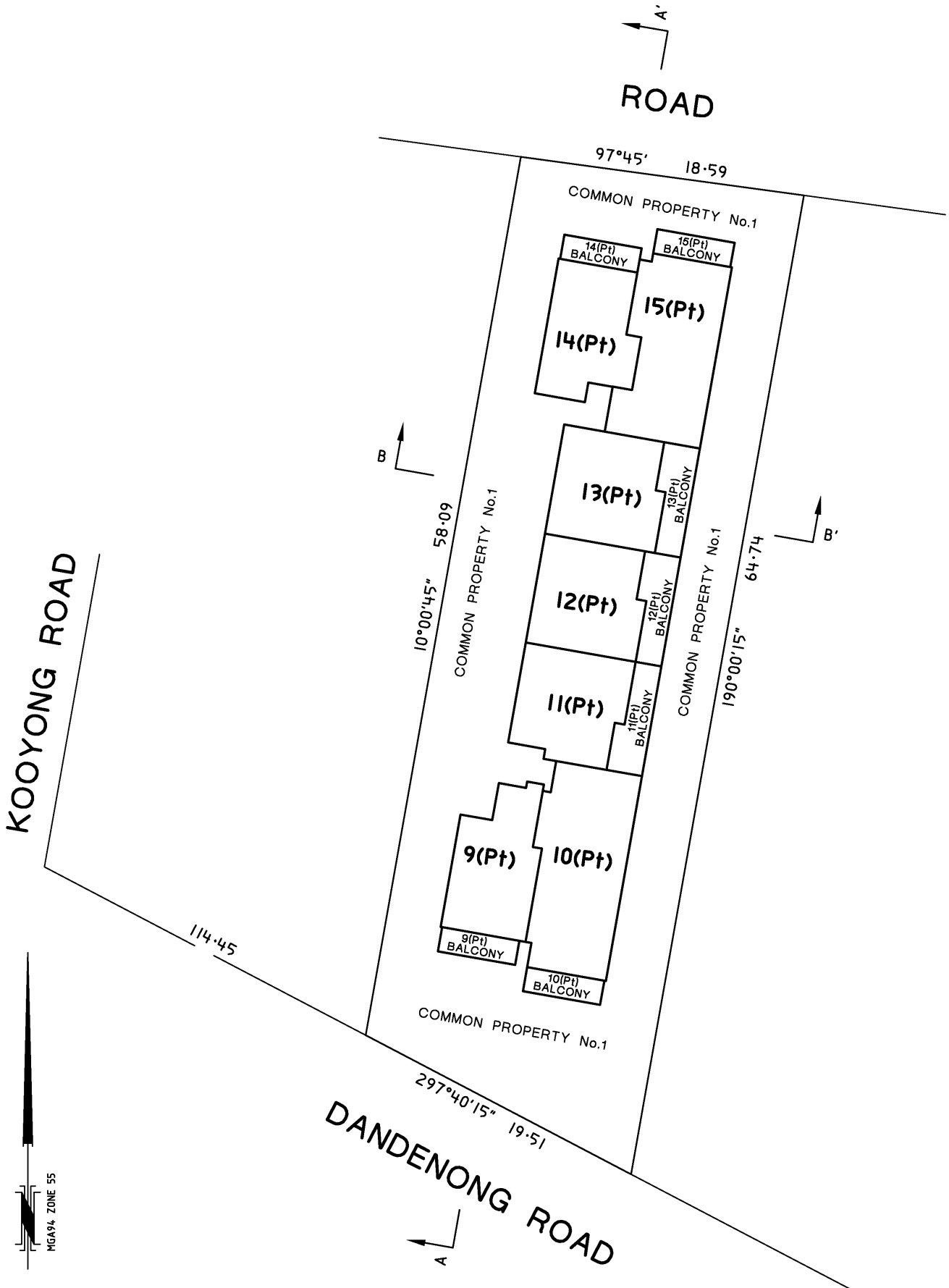
JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3 / SHEET 6
			Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants), Surveyor's Plan Version (08), 15/03/2018, SPEAR Ref: S072739E		Digitally signed by: Stonnington City Council, 21/03/2018, SPEAR Ref: S072739E

Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 5
FIRST FLOOR

PS 742613 B



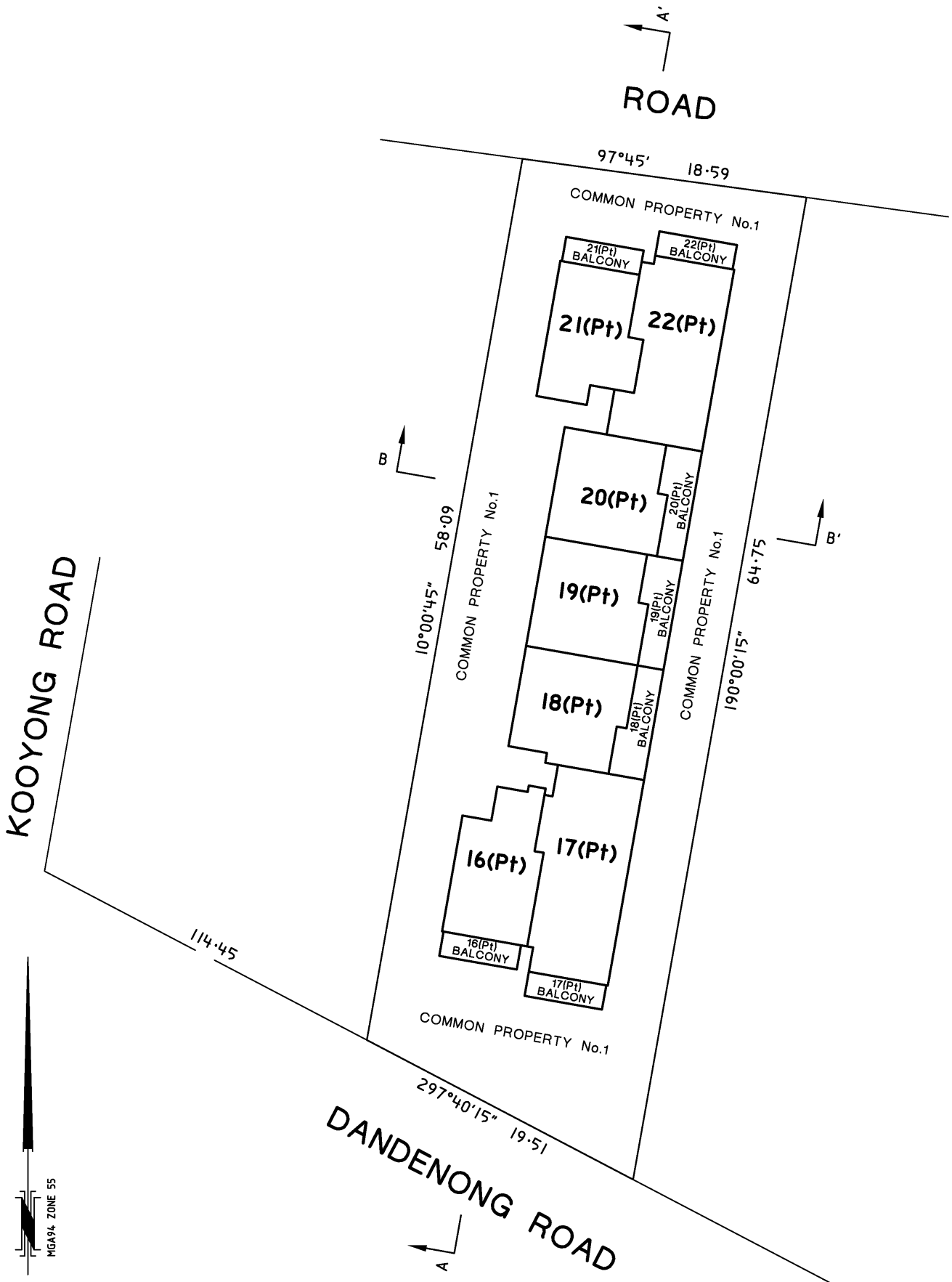
JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE 1:250	2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 7
			Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants), Surveyor's Plan Version (08), 15/03/2018, SPEAR Ref: S072739E		Digitally signed by: Stonnington City Council, 21/03/2018, SPEAR Ref: S072739E	

Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 6
SECOND FLOOR

PS 742613 B



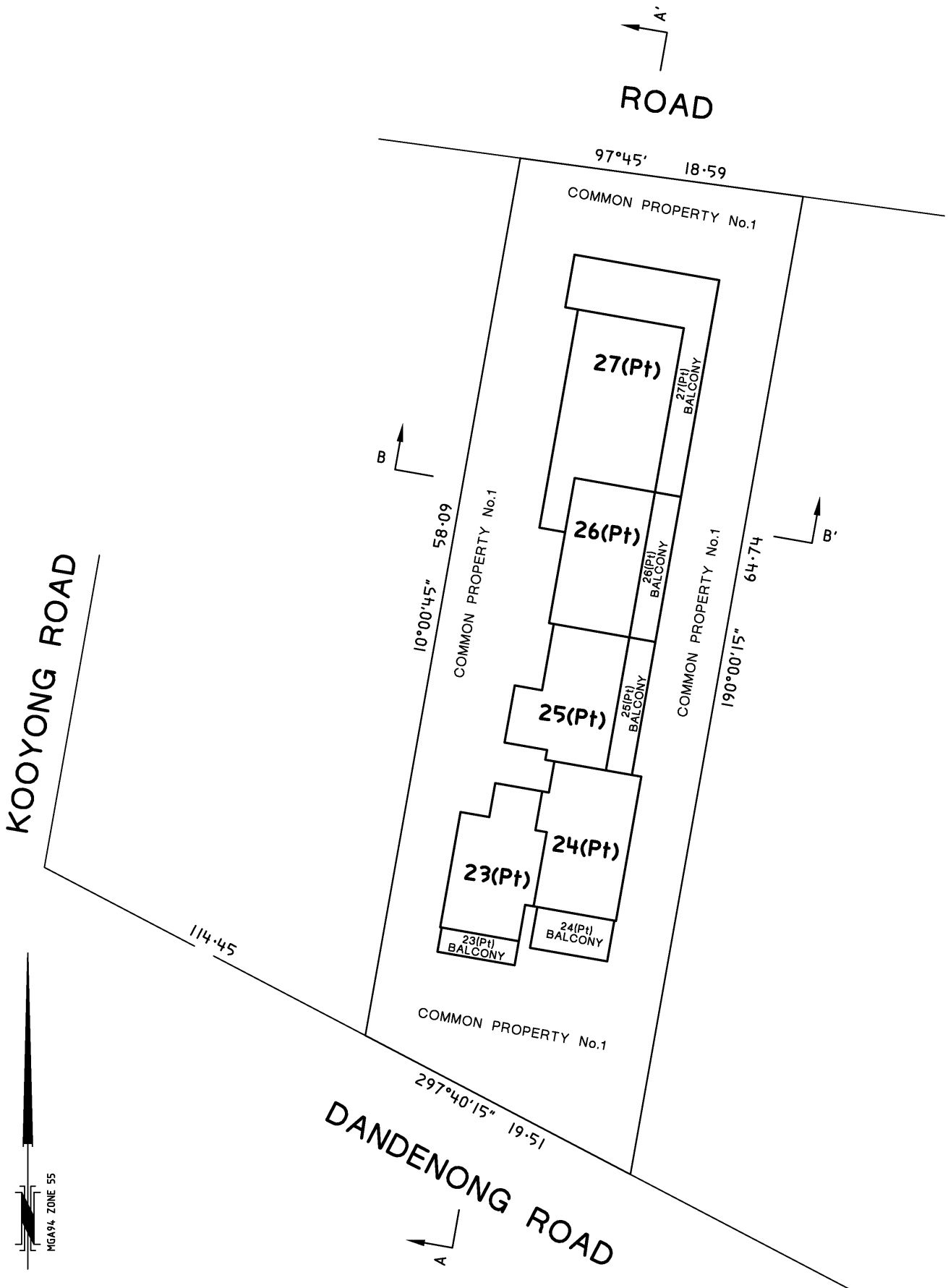
JCA Land Consultants THE SUBDIVISION SPECIALISTS Surveying Engineering Town Planning Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134 Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au	REF. 19801	VERSION 08	SCALE 1:250 2.5 0 5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 8
			Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants), Surveyor's Plan Version (08), 15/03/2018, SPEAR Ref: S072739E	Digitally signed by: Stonnington City Council, 21/03/2018, SPEAR Ref: S072739E	

Amended by: Michael Herwald Hipfel, 28/05/2018.

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DIAGRAM 7
THIRD FLOOR

PS 742613 B



JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134
Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19801

VERSION 08

SCALE 1:250

2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

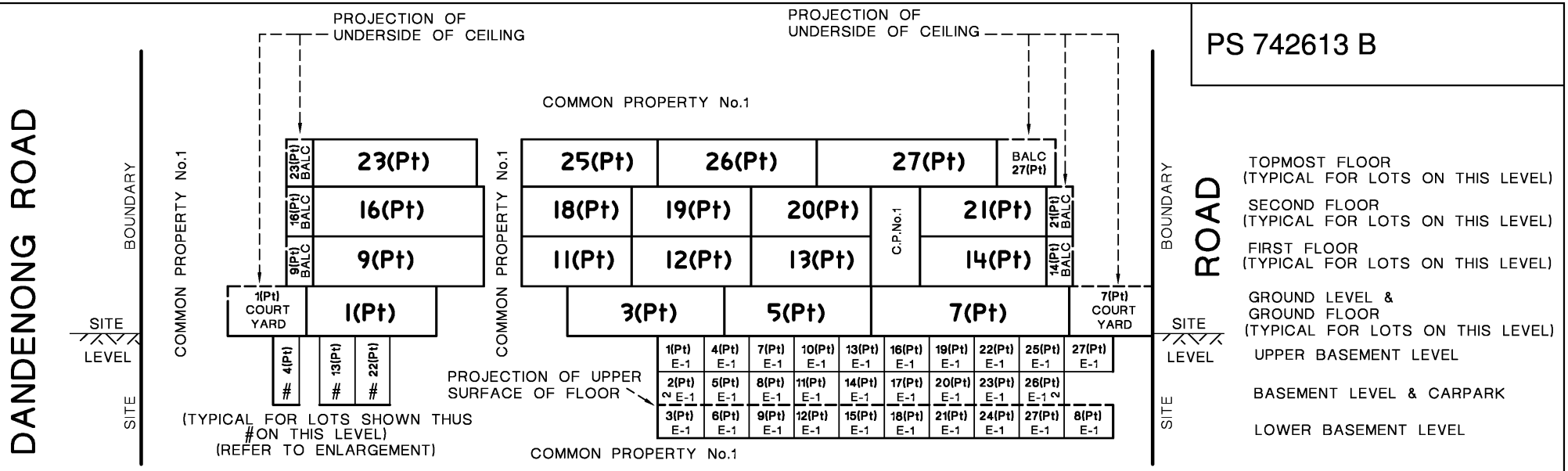
SHEET 9

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15/03/2018, SPEAR Ref: S072739E

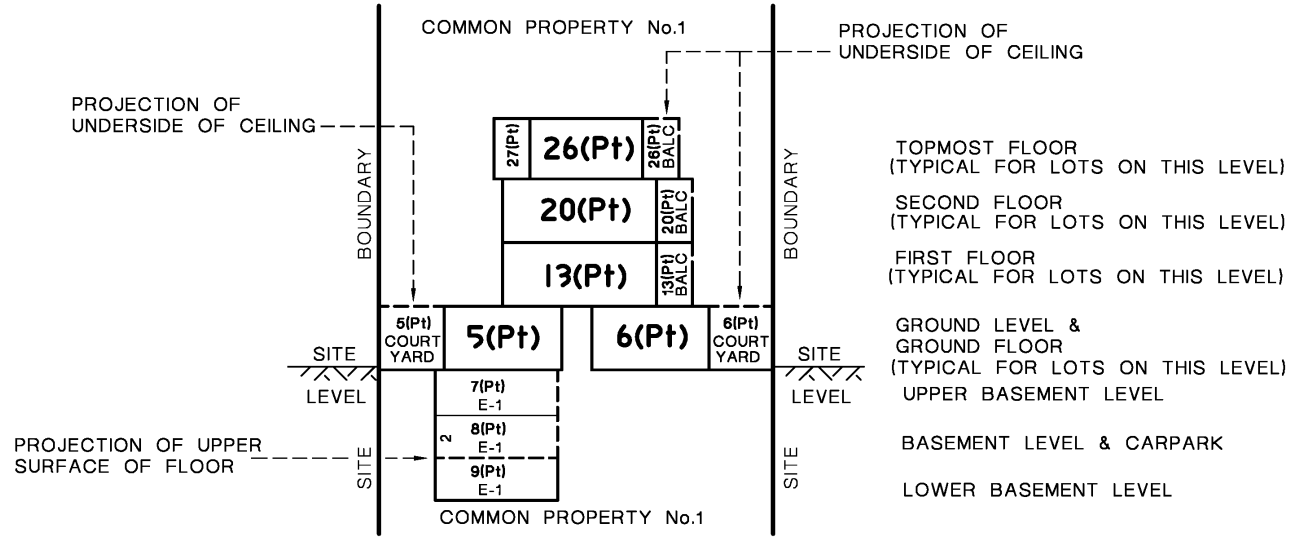
Digitally signed by:
Stonnington City Council,
21/03/2018,
SPEAR Ref: S072739E

Amended by: Michael Herwald Hipfel, 28/05/2018.

PS 742613 B



CROSS SECTION A-A'
(TYPICAL FOR COURT YARDS & BALCONIES)



CROSS SECTION B-B'
(TYPICAL FOR COURT YARDS & BALCONIES)

JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Suite 9, 303 Maroondah Highway Ringwood Vic, Australia 3134
Phone 03 9735 4888 Email jca@jcalc.com.au www.jcalc.com.au

REF. 19801

VERSION 08

SCALE		ORIGINAL SHEET	SHEET10
1:250	2.5 0 5 10 LENGTHS ARE IN METRES	SIZE A3	

Digitally signed by: Michael Herwald Hipfel (JCA Land Consultants),
Surveyor's Plan Version (08),
15/03/2018, SPEAR Ref: S072739E

Digitally signed by:
Stonnington City Council,
21/03/2018,
SPEAR Ref: S072739E

Amended by: Michael Herwald Hipfel, 28/05/2018.

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Department of Transport and Planning

Owners Corporation Search Report

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Produced: 14/10/2026 11:10:39 AM

OWNERS CORPORATION 1
PLAN NO. PS742613B

The land in PS742613B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 27.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BINKS & ASSOCIATES PTY LTD SUITE 2/390 CANTERBURY ROAD SURREY HILLS VIC 3127

AW433287X 11/01/2023

Owners Corporation Manager:
PS742613B 29/05/2018

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:
OC039451W 29/05/2018

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	125	125
Lot 2	68	68
Lot 3	68	68
Lot 4	72	72
Lot 5	73	73
Lot 6	72	72

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 14/10/2026 11:10:39 AM

OWNERS CORPORATION 1
PLAN NO. PS742613B

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	152	152
Lot 8	155	155
Lot 9	51	51
Lot 10	79	79
Lot 11	55	55
Lot 12	56	56
Lot 13	56	56
Lot 14	51	51
Lot 15	71	71
Lot 16	51	51
Lot 17	79	79
Lot 18	55	55
Lot 19	56	56
Lot 20	56	56
Lot 21	51	51
Lot 22	71	71
Lot 23	52	52
Lot 24	63	63
Lot 25	60	60
Lot 26	62	62
Lot 27	122	122
Total	**1982.00**	**1982.00**

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.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

City of STONNINGTON

Certificate No: LIS27/2195
Agent Reference: 82249087-001-3
Property No: 78590
Issue Date: 14/10/2026

Please Quote Property No. 78590

LAND INFORMATION CERTIFICATE *(Section 121 Local Government Act, 2020)*
and
VALUATION CERTIFICATE *(Section 13DJ Valuation of Land Act 1960)*

Applicant:	SECURE ELECTRONIC REGISTRIES VICTORIA (SERV) (LIC)
Property Address:	106/523 DANDENONG ROAD ARMADALE VICTORIA 3143
AVPCC:	125 - Strata unit or flat
Title Particulars:	Lot 14 PS 742613 Vol 11984 Fol 069
Ratepayers Name: **(as recorded by Council)**	*In accordance with the provisions of the Information Privacy Act 2000 ownership details are not displayed.*

Capital Improved Value:	$390,000	**Level Value Date:**	1/1/2026
Site Value:	$145,000	**Valuation Date:**	1/7/2026
Net Annual Value:	$19,500		

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act, 1958, Local Government Act, 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in “good faith”. This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

City of STONNINGTON

Details of Rates and Charges for the period 1/7/2026 to 30/6/2027

Arrears as at 1/7/2026	**$0.00**
General Rates	$411.55
Waste Services	$260.00
Municipal Charge	$0.00
Emergency Services and Volunteers Fund	$206.45
Special Rates	$0.00
Administration Fees	$0.00
Legal Fees	$0.00
Interest	$0.00
Rebates - Rates	$0.00
Rebates - ESFV	$0.00
Receipts, Adjustments and Prepayments	$0.00
Rates and Charges Subtotal	**$878.00**
Other Outstanding Charges/Property Debt	$0.00
Total Due	**$878.00**

Interest will accrue on all overdue rates and charges at a rate of 10% until paid in full in accordance with Section 172 of the Local Government Act 1989. Please note that any rates not paid by the due date may be subject to legal action without any further notice.

If this certificate is being used in a property ownership transfer please note that Councils ownership records will only be updated on receipt of a Notice Acquisition of Interest in Land (NOA). These notices can be emailed directly to council@stonnington.vic.gov.au.

In accordance with Section 175 of the LGA 1989, THE NEW OWNER MUST pay all amounts unpaid by the following dates:

- FULL PAYMENT due by 15/02/2027
- INSTALMENTS DUE by 30/09/2026, 30/11/2026, 28/2/2027 & 31/5/2027

Notations regarding subject property:

In accordance with Council resolution dated 19 March 2007 regarding an increase of dwellings to this site the owners and occupiers of the dwelling/s hereby approved are not eligible to receive Resident Parking Permits. For your reference Planning Permit 0869/13 was issued on 6 January 2015.

Notices or orders:

For information on notices and/or orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council please contact the Compliance and Response Unit on phone number (03) 8290 1333.

Cultural and Recreational Lands Act 1963.

The potential liability for rates and charges under section four (4) of the Cultural and Recreational Lands Act:

Total Liability: $Nil

Recovery of money owed to Council by former owner or occupier

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988:

Total Liability: $Nil

Land becoming or ceasing to be rateable land

Potential liability for Land to become rateable under Section 173 or 174A of the Local Government Act 1989:

Total Liability: $Nil

Private Street/Drainage Schemes – section 163 of the Local Government Act 1989

Private street scheme under the provisions of (within the meaning of section 575(1) of the Local Government Act 1958) that now are prescribed under section 163 of the Local Government Act 1989:

Total liability: $Nil

(all debts relating to this legislation will be shown under the particulars on the front of the certificate)

Specified Flood Level pursuant to the Building regulations 2018:

Not in an area liable to flooding

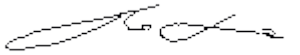
Please contact the City of Stonnington Property Information Officer on phone (03) 8290 3218.

Designated Flood Level:
The authority for designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, Locked Bag 4280, East Richmond VIC 3121 phone (03) 9235 2100.

City of STONNINGTON

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate. If it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of four (4) months after the date of this Land Information Certificate.

For further information, contact:
Revenue Section



AUTHORISED OFFICER

INTERNET

HOW TO PAY

BPAY	**Biller Code: 470401** Ref: 1145013200785902	BPOINT	**Biller Code: 470401** Ref: 1145013200785902	**INTERNET** Go to www.bpoint.com.au

Mobile & Internet Banking – BPAY®
Make this payment from your cheque, savings, debit credit card or transaction account.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

14th October 2026

Hammersmith Lawyers Pty Ltd C/- InfoTrack (LEAP) C
LANDATA
certificates@landata.vic.gov.au

Dear Hammersmith Lawyers Pty Ltd C/- InfoTrack (LEAP) C,

RE: Application for Water Information Statement

Property Address	106/523 DANDENONG ROAD ARMADALE 3143
Applicant	Hammersmith Lawyers Pty Ltd C/- Infotrack (Leap) C LANDATA
Information Statement	31071327
Conveyancing Account Number	7959580000
Your Reference	352025

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
General Manager
Retail Services

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	106/523 DANDENONG ROAD ARMADALE 3143

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	106/523 DANDENONG ROAD ARMADALE 3143

STATEMENT UNDER SECTION 158 WATER ACT 1989

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 31071327	Address	106/523 DANDENONG ROAD ARMADALE 3143	Yarra Valley Water
	Date	14/10/2026	N
	Scale	1:1000	ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Floe		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch		Property Boundary		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Hammersmith Lawyers Pty Ltd C/- InfoTrack (LEAP) C
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000
Rate Certificate No: 31071327

Date of Issue: 14/10/2026
Your Ref: 352025

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 106/523 DANDENONG RD, ARMADALE VIC 3143	14\PS742613	5125114	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/10/2026 to 31/12/2026	$22.30	$22.30
Residential Sewer Service Charge	01/10/2026 to 31/12/2026	$127.37	$127.37
Parks Fee	01/10/2026 to 31/12/2026	$23.25	$23.25
Drainage Fee	01/10/2026 to 31/12/2026	$32.91	$32.91
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$205.83

Lisa Anelli
General Manager
Retail Services

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2026, Residential Recycled Water Usage is billed 201.33 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

E: enquiry@yvw.com.au
yvw.com.au

Property No: 5125114

Address: UNIT 106/523 DANDENONG RD, ARMADALE VIC 3143

Water Information Statement Number: 31071327

HOW TO PAY

Biller Code: 314567
Ref: 77274192877

Amount Paid		**Date Paid**		**Receipt Number**	

City of STONNINGTON

Issue date: 15 October 2026

Landata Number: 82249080-001-0
Reference Number:
Certificate Number: BC26/4247

Secure Electronic Registries Victoria (Serv) (Lic)
Dx 250639 MELBOURNE

Dear Secure Electronic Registries Victoria (Serv) (Lic),

RE: Building Information Details for 106/523 DANDENONG ROAD ARMADALE VICTORIA 3143

I refer to your request for information under regulation 51 of the *Building Regulations 2018*.

Council advises as follows:

a) Permits and certificates of final inspection recorded issued in the preceding 10 years:

Building permit	Permit Issued date	Building Work and Surveyor	Certificate of final inspection or Occupancy permit	OP/Final Issued date
16541/160078	11/05/2016	Stage 1: Residential Development - 27 Apartments GARDNER GROUP PTY LTD STASI GALANOS	17610F6a	12/03/2018
16541/160078	12/05/2017	Stage 2: Residential Development - 27 Apartments - Fire Services GARDNER GROUP PTY LTD STASI GALANOS	17610F6a	12/03/2018

b) current statements recorded issued under regulation 64 or 231 of the Building Regulations: **NIL**

c) current notices and orders recorded issued under the Building Act: **NIL**

Yours sincerely,

George Petridis
Municipal Building Surveyor

Stonnington City Centre
311 Glenferrie Road, Malvern

Prahran Town Hall
180 Greville Street, Prahran

Depot
293 Tooronga Road, Malvern

PO Box 58, Malvern Victoria 3144
T 8290 1333
F 9521 2255
council@stonnington.vic.gov.au
AUSDOC DX 30108
STONNINGTON.VIC.GOV.AU

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 29 October 2026 09:28 AM

PROPERTY DETAILS

Address:	**106/523 DANDENONG ROAD ARMADALE 3143**
Lot and Plan Number:	**Lot 14 PS742613**
Standard Parcel Identifier (SPI):	**14\PS742613**
Local Government Area (Council):	**STONNINGTON** www.stonnington.vic.gov.au
Council Property Number:	**78590**
Planning Scheme:	**Stonnington** Planning Scheme - Stonnington
Directory Reference:	**Melway 59 A9**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**MALVERN**

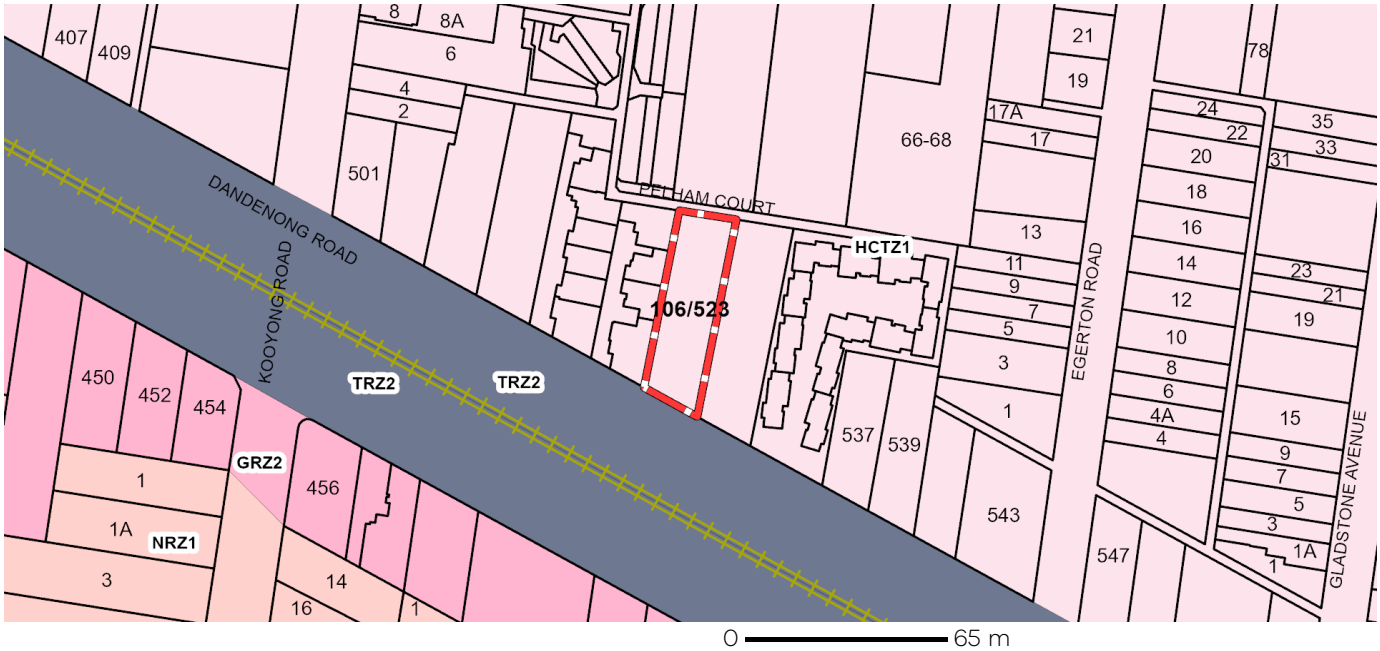
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

HOUSING CHOICE AND TRANSPORT ZONE (HCTZ) (STONNINGTON)
HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1 (HCTZ1) (STONNINGTON)



GRZ - General Residential
HCTZ - Housing Choice & Transport
NRZ - Neighbourhood Residential
TRZ2 - Principal Road Network
Tram line

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

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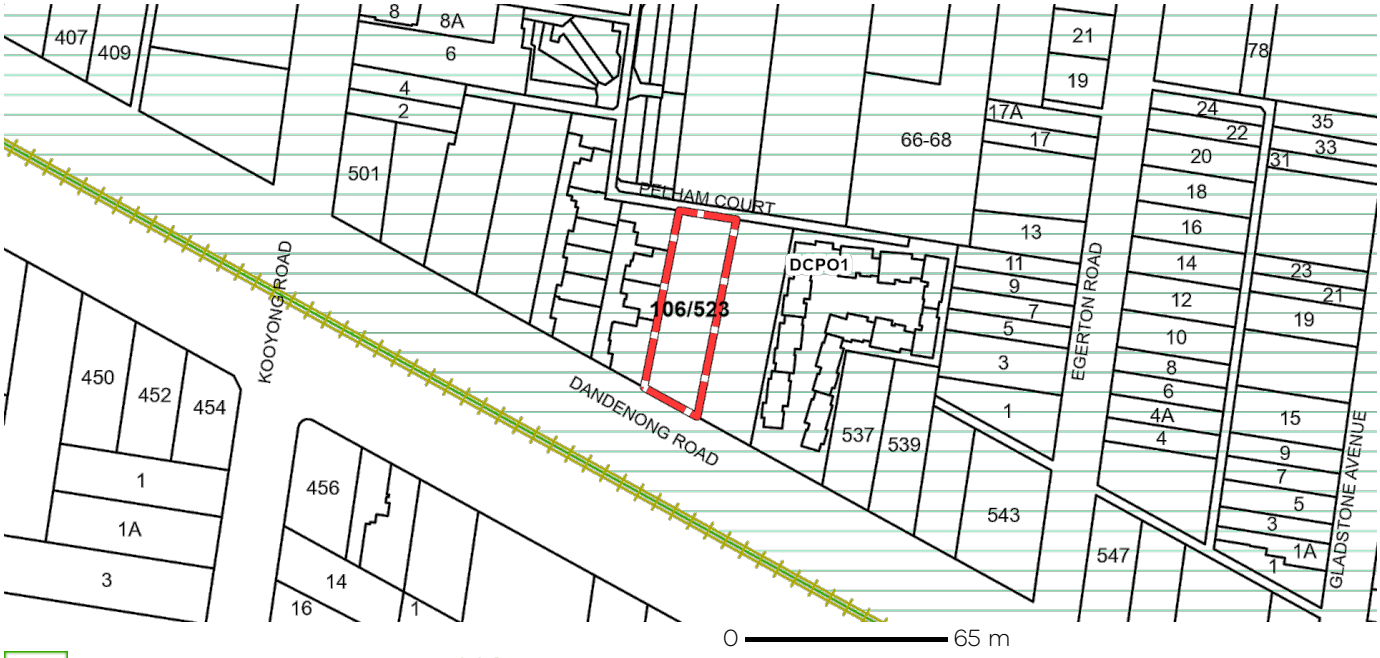
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (STONNINGTON)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1) (STONNINGTON)



DCPO - Development Contributions Plan Overlay

Tram line

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

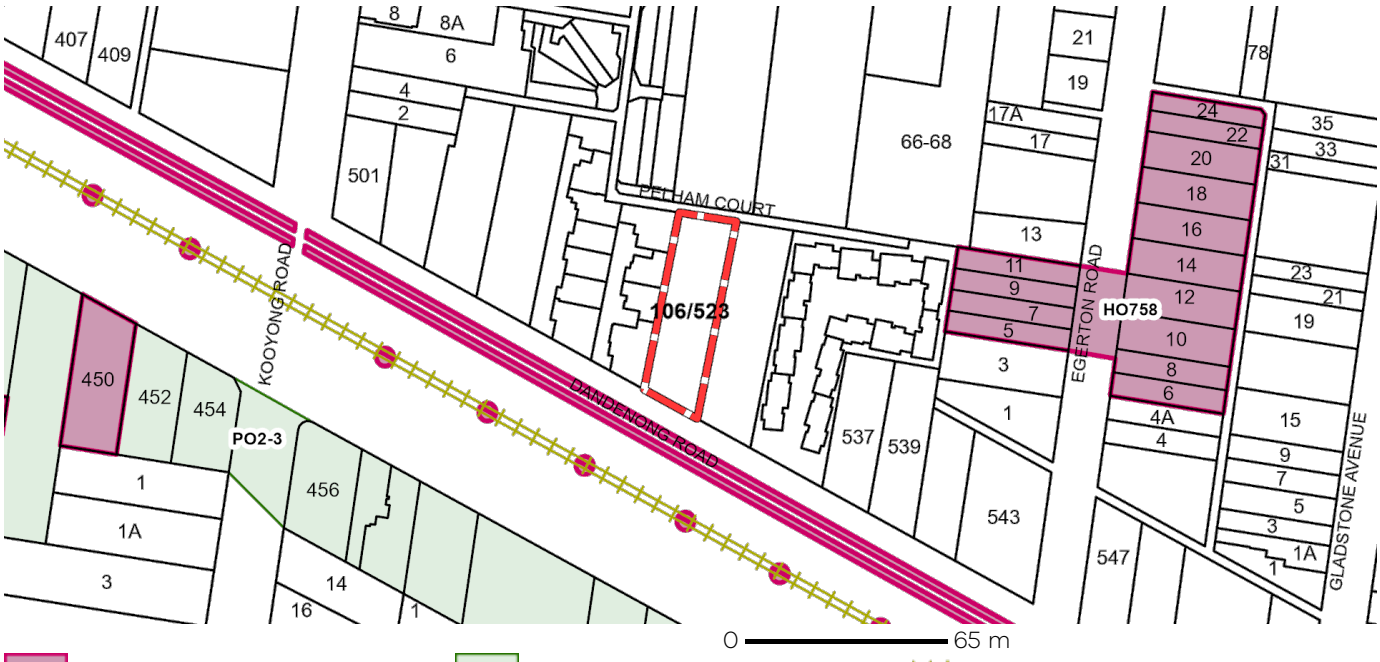
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO) (STONNINGTON)

HERITAGE OVERLAY (HO) (GLEN EIRA)

PARKING OVERLAY (PO) (GLEN EIRA)



HO - Heritage Overlay

PO - Parking Overlay

Tram line

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

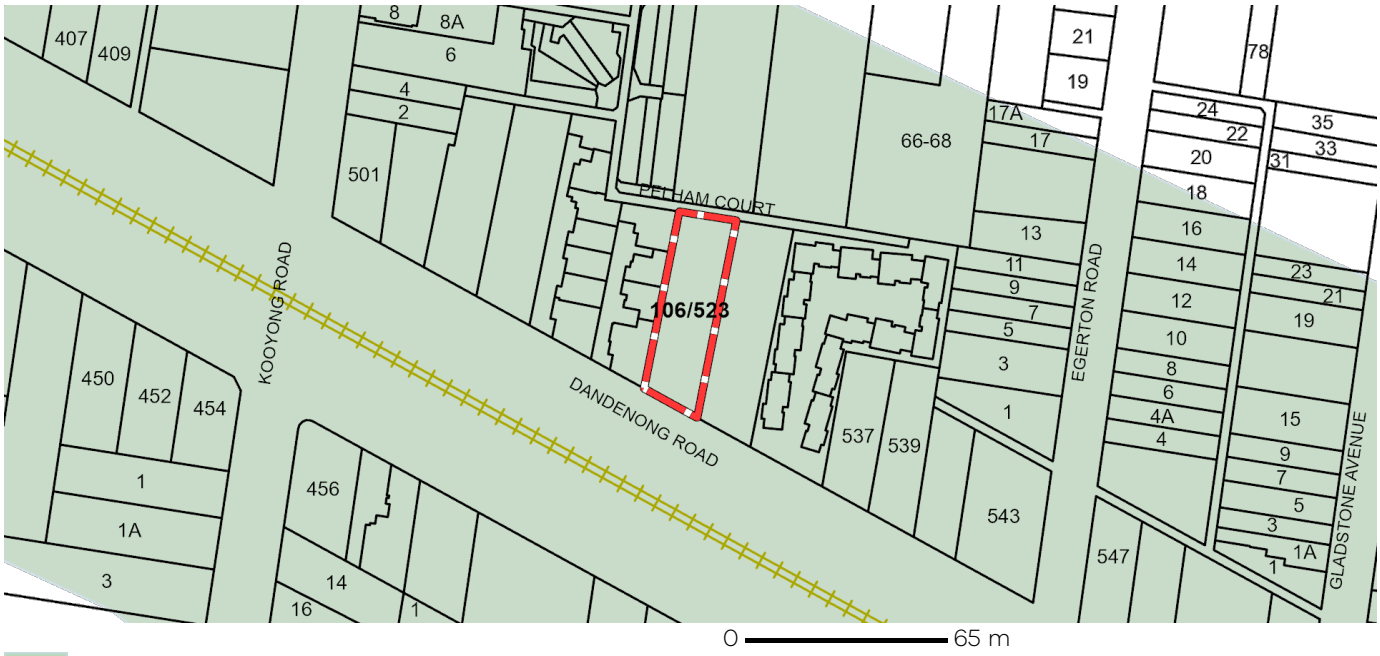
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 16 October 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

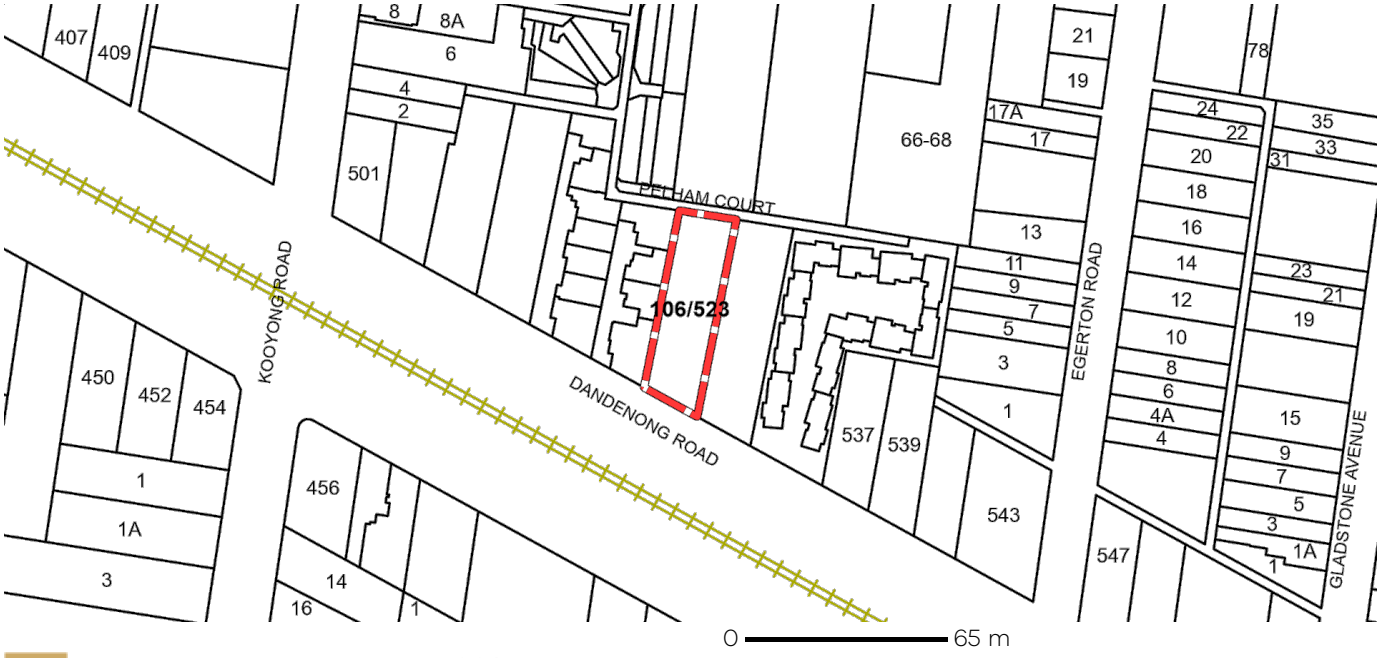
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2018

Owners Corporation Plan No. 742613

523 Dandenong Road ARMADALE

This certificate is issued for lot 14 on Plan No. 742613

Address for delivery of this certificate : Info Track

Date the application was received : 14/10/2026

Date of issue : 28/10/2026

The information in this certificate is issued and valid on the date of issue. You can inspect the Owners Corporation register for additional information, and you should obtain a new certificate for current information prior to settlement.

Prepared by:

Binks & Associates Pty Ltd

Signed in the capacity of Manager under delegation by the Owners Corporation

1. The current fees for the above Lot are $3,918.90 per annum until resolved otherwise. Fees are payable Bi-Annually in advance.

2. The fees are paid up until 31/03/2027.

3. The unpaid fees now total $0.00.

4. The following special fees or levies have been raised 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:

   Wet basement
   As noted in item 17 of this certificate the basement wall of the building is wet, being designed to allow drainage. The Owners Corporation has previously considered quotations in the order of $7,000-$10,000 to erect a false wall to prevent wetness to the storage areas. The matter maybe revisited in future, however there have been no recent reports of this particular matter posing issues to storage areas. Levies may be required if the works are reconsidered.

   Water ingress issues
   The Owners Corporation considered water ingress issues arising from building defects at length at the 2025 AGM, the minutes of which are attached. A levy of $57,530 in total has been raised and a contractor engaged to undertake rectification works to the wall and render of the Western elevation in view of addressing water ingress affecting the common stairwell. The Owners Corporation has also resolved to engage a building consultant to assess the state of defect items that may or may not have been addressed by the original builder. Actions arising from such a report are subject to further decisions of the Owners Corporation. Costs associated to the report and to the actions arising out of the report are not known, further levies may be required.

   Car stackers
   The Owners Corporation provides a service to lot owners to repair and maintain the car stackers, see item 11 for further details. The costs of maintenance and repairs is recovered from lot owners twice annually.

   OH&S assessment
   The OC has obtained an OH&S assessment of the common property which has identified some hazards / issues that need to be attended to. The costs of the works emanating from the report are not known, decisions are yet to be made and levies may be required. A copy of the report is available upon request.

   Insurance excess
   The Owners Corporation’s insurance policy carries excesses on different sections of the policy. Levies may be raised from time to time, as required, to cover insurance excess expenses.

   Lots in arrears
   One of the lots at the property is in significant arrears and the Owners Corporation is currently in the process of attempting to recover this debt via its solicitor. Whilst this has currently not affected the Owners Corporation’s cashflow, it is not known whether this may have an impact on the levies that may be required to fund any future work.

In addition to the above proposal(s) and/or quotation(s) and/or contract(s), and/or any works currently being undertaken by the Owners Corporation, further costs may be incurred and/or levies may be raised if further expenses arise, the scope-of-works is changed and alternative quotations are obtained at a later date or as the Owners Corporation may decide.

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

Company	CHU
Policy No.	HU0006043910
Kind of policy	Strata
Building cover	$16,950,000.00
Public Liability	$30,000,000.00
Buildings covered	All
Insurance period	23/03/2026 - 23/03/2027

7. The Owners Corporation is required to arrange insurance cover under section 63 of the Act.

8. The total funds held by the Owners Corporation as at 31/03/2026 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.

9. The Owners Corporation has no other known liabilities, other than those shown in other parts of this certificate.

10. The Owners Corporation has not granted any lease or licence, known to the Owners Corporation or entered into any agreement or contract which affects the common property except -

    - OC management contract with Binks & Associates Pty Ltd.
    - The Owners Corporation has granted a licence over a section of common property to a lot - refer attached plan.

11. The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

12. The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.

    <u>Car stackers</u>
    It was resolved as a special resolution at the Owners Corporation’s first annual general meeting held 30/05/2018 that whether or not the following repairs and maintenance are required to be undertaken within a particular lot or lots or on common property no 1 or both within a lot or lots and on common property.

    a. That the Owners Corporation provide a service to the owners of lots 1 to 27 to repair and maintain the car stackers which are shared between lots and are partly within the land described in the certificate of title for each lot and partly within common property;

    b. That the relevant lot owners or lot owner are required to allow access at all reasonable times to the car stacker to a person or persons authorised by the Owners Corporation to carry out the repairs and maintenance;

    c. That the Owners Corporation is entitled to recover in equal shares from the lot owners who have their car park within a carstacker the cost of the repair and maintenance of the carstacker and any other associated costs.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except -

    - To recover the debts of members in arrears should significant arrears arise.

14. The Owners Corporation has appointed, or resolved to appoint a manager as follows:

    Binks & Associates Pty Ltd
    ABN: 46 006 546 381
    PO Box 67
    Surrey Hills VIC 3127
    Registration number: 00344

15. No proposal has been made for the appointment of an administrator.

16. The minutes of the most recent annual general meeting of the Owners Corporation are attached.

17. The rules of the Owners Corporation are attached.

    Owners/occupiers need to be aware that the basement storage area will not suit all types of storage because of the wet environment. Sealed containers are advisable for items likely to be affected by damp.

    The Owners Corporation bears no liability for items kept in the basement storage area.

BINKS & ASSOCIATES PTY. LTD.

OWNERS CORPORATION MANAGERS

ABN: 46 006 546 381

POSTAL ADDRESS: PO Box 67 SURREY HILLS VIC 3127

OFFICE PHONE: 03 9536 5700

Owners Corporation No. 742613

523 Dandenong Road ARMADALE VIC 3143

oc742613@binksandassociates.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 742613 (523 Dandenong Road ARMADALE VIC 3143)** HELD, online via ZOOM, ON 11th August 2026 AT 05:00 PM (Melbourne time).

Present

Lot no	Attendee	Proxy holder
1	Owner - Ms Sharon M McCormack	
2	Owner - Ms P Paino	
3	Owner - Ms K S Symes	
7	Owner - Mrs S Ng	
9	Owner - Mr J Tomasig	
27	Owner - Mr Nathan Clarke	

Non members in attendance

Name	Description	Purpose of attendance
Scott Morton	Representing Binks and Associates	

Proxies

Nil

Apologies

Nil

Quorum

Under the Owners Corporations Act, a quorum was not reached.

The Owners Corporations Act 2006, Section 78, sub-section (4) states:

"Interim resolutions become resolutions of the owners corporation -

a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or

c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice if given, at the end of the 28 day period.

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

Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, their interim nature notwithstanding. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

Voting

Lots 1, 2, 3 and 27 were entitled to vote on all resolutions.

1. Election of chairperson for the meeting

Ordinary resolution

It was resolved that Scott Morton be elected as chairperson for the meeting.

YES

2. Confirmation of previous meeting minutes

Ordinary resolution

Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.

YES

3. Confirmation of financial statements

Ordinary resolution

Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/03/2026.

The Owners Corporation held members' funds of $52,519.55 as at 31/03/2026.

YES

4. Election of committee

Ordinary resolution

Resolved that the following 3 members be elected to serve as committee until a new committee is elected.

Ms McCormack (lot 1), Mr Tomasig (lot 9) & Mr Clarke (lot 27).

The meeting noted the duties and obligations of each and every committee member to (a) act honestly and in good faith; (b) exercise due care and diligence; and (c) act in the best interests of the Owners Corporation in the performance of members' functions. Committee members were reminded of immunity from personal liability by the Act when acting in accordance with those obligations.

Grievance committee

Resolved that the committee assumes the role of the grievance committee.

YES

5. Election of chairperson & secretary

Ordinary resolution

It was noted that the committee is required to elect a chairperson and secretary.

The meeting requested that the committee do the following:

a) hold a meeting right away, dispensing with the requirement for a 3-days' notice period for this committee meeting;

b) elect the committee officers

The meeting resolved to briefly adjourn the annual general meeting to enable the committee to hold a meeting. The annual general meeting was resumed, and it was noted that Mr Clarke was appointed chairperson and Ms McCormack was appointed secretary. This note serves as confirmation of committee's decision.

YES

6. Insurance

Ordinary resolution

It was resolved that the covers listed on the certificate of currency be accepted.

Insurance information (please refer to the attached COC for all insurance covers held by the OC)	
Insurer	CHU
Policy No	HU0006043910
Expiry	23/03/2027
Type	**Insured**
Building/Common Property	$14,763,000.00
Public Liability	$30,000,000.00
Office Bearers	$5,000,000.00
Common Area Contents	$147,630.00

The meeting noted that the Owners Corporation is required to take out, in accordance with the Act, reinstatement and replacement insurance sufficient to cover the costs to repair or rebuild the property to a condition substantially the same as its condition when new. It was also noted that the best practice within the industry, given prevailing market conditions, was to obtain a valuation every 3 years.

Resolved to obtain an on-site update of the valuation of the building for insurance purposes and to adjust the building cover accordingly.

It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

The manager's Financial Services Guide and the Product Disclosure Statement for the current policy were sent to the committee members.

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

[**Manager's note**: The manager received an insurance commission of 20% of the base premium during the period to previous financial year.]

YES

7. Administration fund

Ordinary resolution

Resolved to adopt an increased annual administration fund of $152,300.01 including GST to service estimated expenses for the year ending 31/03/2027, and for the period to follow, until a new annual fund is adopted. Refer to the attached budget report that details new contributions for each lot based on the approved budget.

Resolved to raise a budget adjustment levy of $6,150.01 being the difference between the fees already invoiced and the increased fees.

YES

8. Maintenance Plan

Ordinary resolution

It was resolved to obtain a Maintenance Plan and once prepared, that the plan be referred to committee to review and set a Maintenance Fund for the OC.

YES

9. Contract of appointment

Ordinary resolution

It was noted that the Owners Corporation & Other Acts Amendment Act 2021 (OCAA), requires the Owners Corporation to enter into a contract that complies with the requirements of the Act, at each AGM.

Resolved that the ongoing appointment of Binks & Associates Pty Limited as the manager of the Owners Corporation continues for a period of one year. Further resolved that the appropriate powers are delegated to the chairperson [or other individual] of the Owners Corporation to execute the contract on behalf of the Owners Corporation.

[**Manager's note:** A copy of the contract is to be sent to the chairperson elected at the meeting for execution.]

Additional fees

The provision of service in relation to non-routine work is not part of the manager's duties for which a fixed fee is received under the terms of the Contract of Appointment. Hourly fees apply for all of the manager's work in relation to such matters. Unless specific additional requests are made by agreement, no site visits will be made and the tasks undertaken by the manager will be limited to the correspondence, obtaining of quotations, raising levies and payment of accounts under the instructions of the Owners Corporation.

YES

10. Reports

Ordinary resolution

Maintenance Plan

The Owners Corporation does not have a maintenance plan as defined under the Owners Corporations Act (2006).

Valuation of buildings

A copy of the last valuation obtained 14/08/2023 had been sent to committee members.

Committee's report

Mr Clarke provided a verbal report on behalf of the committee advising that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes.

Manager's report

The manager's activities since the last AGM were carried out as required under the Contract of Appointment. The list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to 31/03/2026. Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for $5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

No complaints have been made to the Owners Corporation under Division 1 of Part 10 of the Owners Corporations Act 2006.

YES

11. Essential safety measures

Ordinary resolution

Essential Safety Measures

It was resolved that the Owners Corporation continue engaging an appropriate contractor to maintain the Essential Safety Measures at the property in accordance with the requirements of the relevant legislation.

The meeting noted that the obligations in relation to maintenance of Essential Safety Measures are documented on the Occupancy Permit for the property. Resolved that a copy of the Occupancy Permit be displayed on-site, if not already displayed.

The meeting noted that if an Occupancy Permit for the property is not available on the Owners Corporation's records then the manager seek a copy from the council.

Further resolved that any further actions arising out of the Occupancy Permit or absence thereof be referred to the committee for its consideration.

Stairwells, landings and pathways

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Smoke (fire) detectors

Smoke detectors to the inside of residential dwellings are mandatory. It is the responsibility of owners to ensure that the required smoke detectors are installed and maintained inside their dwellings.

Public lighting

Lighting over all areas accessible to the public should be adequate at all times during the hours of darkness and any inadequacies or problems with the lighting at the property are to be reported to the manager.

YES

12. Occupation Health & Safety

Ordinary resolution

Resolved that an OH&S assessment be completed to ensure compliance with the Act.

YES

13. Routine maintenance items

Ordinary resolution

The car stacker maintenance at the property is done satisfactorily by Vertimax Australia and there are no changes proposed to the frequency or scope-of-works.

The caretaking at the property is done satisfactorily by Joplin Prime Ownerscorp Caretakers and there are no changes proposed to the frequency or scope-of-works.

The garage door maintenance at the property is done satisfactorily by Tymaline Building Services and there are no changes proposed to the frequency or scope-of-works.

YES

14. Other Maintenance items

Ordinary resolution

Door Handle (Stairs to Basement)

Resolved that manager is to organise a contractor to fix the door handle.

Fogging of Windows

Mr Tomasig raised the issue of window fogging, resolved that manager is to organise a contractor to attend the property and report on the issue. Report then to be issued to the committee.

Additional fees

The provision of service in relation to the door handle, window fogging and non-routine maintenance issues is not part of the manager's duties for which a fixed fee is received under the terms of the Contract of Appointment. Hourly fees apply for all of the manager's work in relation to such matters.

YES

15. Debt recovery / Costs incurred by the Owners Corporation

Ordinary resolution

The Owners Corporation resolved that the relevant lot owner will be liable for paying all reasonable costs and expenses incurred by the Owners Corporation arising out of or in connection with any breach by a lot owner, or an occupier of a lot, of any obligation under the Owners Corporation Act 2006 Vic, the Regulations or the Rules. The costs, charges and expenses shall be due and payable as a debt on demand.

It was resolved that the Owners Corporation may initiate legal proceedings against a lot owner in the Magistrate's Court or VCAT or a court of another State or Territory that corresponds to the Magistrate's Court of Victoria for outstanding fees and charges owed to the Owners Corporation. The relevant lot owner shall be liable for all costs associated with recovering the money owed, including solicitor's fees, as determined.

The Owners Corporation resolved to charge interest on any amount payable by a lot owner that is still outstanding after the due date for payment at the maximum available rate payable under the Penalty Interest Rates Act 1983 Vic. The Manager of the Owners Corporation and / or the Committee shall have the power pursuant to the resolution stated in the Annual General Meeting Minutes or an appropriate Committee ballot, to appoint a solicitor to act on its behalf in relation to any necessary debt recovery action taken, including making a creditor's demand under the Corporations Act 2001.

The Owners Corporation resolved that arrears be managed in accordance with the attached policy that may be varied from time to time on an as needed basis by the committee.

YES

16. General Business

Ordinary resolution

Nil.

YES

There being no further business, the meeting closed at 5.55PM.

.....

Chairperson

Definitions

The word "resolved" means either agreement without dissent or agreement by a majority of votes.

The word "Act" means the Owners Corporations Act 2006 (as amended).

Arrears management policy

Stage 1
If payment is not made 7 days past the due date, the first reminder will be sent and a fee of $9.90 will be applied (being 3 minutes of the manager's time in pursuing the arrears). An interest grace of 14 days is offered. If payment is not made after 14 days past the due date, interest will be applied (back dated to the due date) at the maximum rate as stated under the Penalty Interest Rates Act 1983 Vic (10% for the last few years).

Stage 2
If payment is not made for a minimum of 30 days past the due date and the arrears exceed $1,000, interest will continue to accrue and a fee of $49.50 will be applied (being 15 minutes of the manager's time in pursuing the arrears). The debtor will be advised that the OC can take action under part 11 of the Act.

Stage 3
If the arrears remain unpaid for a minimum of 60 days past the due date and exceed $3,000, interest will continue to accrue, a final notice will be served and fees and charges of $207.90 will be applied (being one hour of the manager's time in pursuing the arrears). The correspondence will also note the OC's intention to take further action under Part 11 of the Act.

Stage 4
Subject to the earlier actions being done, if the arrears remain unpaid for a minimum of 88 days past the due date interest will continue to accrue, additional fees and charges of $103.95 will be applied (being thirty minutes of the manager's time in pursuing the arrears) and a legal letter of demand will be served on the lot owner. The letter of demand will be accompanied by the solicitor's fee in preparing the letter of demand.

Stage 5
Legal action is initiated after consultation with the OC committee.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006043910
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	23/03/2026 to 23/03/2027 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 742613
Situation	523 DANDENONG ROAD ARMADALE VIC 3143

Sections

Section 1 – Insured Property

Building: $14,763,000
Common Area Contents: $147,630
Loss of Rent & Temporary Accommodation (total payable): $2,214,450
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: $2,214,450
- Extended Cover - Loss of Rent & Temporary Accommodation: $332,167
- Escalation in Cost of Temporary Accommodation: $110,722
- Cost of Removal, Storage and Evacuation: $110,722

Machinery Breakdown: $100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $30,000,000

Section 3 – Voluntary Workers

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

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Date Printed 23/03/2026

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

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Administrative Fund	Approved Budget (01/04/2026-31/03/2027)	Current Actual (01/04/2025-31/03/2026)	Current Budget (01/04/2025-31/03/2026)
Expense			
Caretaking	$10,909.09	*$9,720.04*	*$10,909.09*
Carpet Cleaning	$818.18	*$0.00*	*$818.18*
Common Gas	$136.36	*$84.82*	*$136.36*
Common Water Usage	$8,000.00	*$7,806.38*	*$8,000.00*
Essential Safety Measures	$10,909.09	*$7,155.20*	*$10,909.09*
Gate / Door Maintenance	$1,290.91	*$1,280.00*	*$636.36*
Insurance	$40,986.36	*$55,213.24*	*$31,047.27*
Lift Maintenance	$6,363.64	*$6,035.80*	*$6,363.64*
Maintenance Works	$9,090.91	*$64,155.00*	*$9,090.91*
Management Fees	$6,772.73	*$6,454.56*	*$6,454.55*
Management Fees (Additional Services)	$2,750.00	*$2,750.00*	*$2,750.00*
Management Fees (Disbursement Fees)	$2,700.00	*$2,565.00*	*$2,430.00*
Public Light & Power	$7,272.73	*$3,671.74*	*$7,272.73*
Recoverable Expenses - Lot Owners	$0.00	*$0.05*	*$0.00*
Waste Collection	$9,090.91	*$8,893.71*	*$9,090.91*
Total	**$117,090.91**	*$175,785.54*	*$105,909.09*
General Expenses			
General Expenses	$21,363.64	*$0.00*	*$21,363.64*
General Expenses - Cleaning	$0.00	*$1,361.82*	*$0.00*
General Expenses - Essential Safety Measures	$0.00	*$1,775.60*	*$0.00*
General Expenses - Gate / Door Maintenance & Repairs	$0.00	*$1,442.78*	*$0.00*
General Expenses - Plumbing	$0.00	*$3,040.00*	*$0.00*
General Expenses - Repairs & Maintenance	$0.00	*$2,300.00*	*$0.00*
General Expenses - Security Equipment & Services	$0.00	*$60.00*	*$0.00*
General Expenses - Spray Weeds	$0.00	*$31.82*	*$0.00*
General Expenses - Tax Related	$0.00	*$1,710.00*	*$0.00*
General Expenses - Tree Works	$0.00	*$163.64*	*$0.00*
Total General Expenses	**$21,363.64**	*$11,885.66*	*$21,363.64*
TOTAL ADMIN FUND	**$138,454.55**	*$187,671.20*	*$127,272.73*
ADD: ADMIN GST	**$13,845.46**		*$12,727.27*
TOTAL ADMIN BUDGET	**$152,300.01**		*$140,000.00*

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Maintenance Fund	Approved Budget (01/04/2026-31/03/2027)	Current Actual (01/04/2025-31/03/2026)	Current Budget (01/04/2025-31/03/2026)
Expense			
TOTAL MAINT FUND	**$0.00**	*$0.00*	*$0.00*
ADD: MAINT GST	**$0.00**		*$0.00*
TOTAL MAINT BUDGET	**$0.00**		*$0.00*

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Budget Summary (01/04/2026-31/03/2027)

	Approved	1st Instalment 01/04/2026	2nd Instalment 01/10/2026	TOTAL (01/04/2026-31/03/2027)
Administrative Fund	$152,300.01	$76,149.99	$76,149.99	$152,299.98
Maintenance Fund	$0.00	$0.00	$0.00	$0.00
Contribution Schedule Total	$152,300.01	$76,149.99	$76,149.99	$152,299.98
Amount to Collect	**$152,300.01**	**$76,149.99**	**$76,149.99**	**$152,299.98**

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Owner Summary (01/04/2026-31/03/2027) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/04/2026	2nd Instalment 01/10/2026	TOTAL (01/04/2026-31/03/2027)
125	1			
	Admin	$4,802.60	$4,802.60	$9,605.20
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$4,802.60**	**$4,802.60**	**$9,605.20**
68	2, 3			
	Admin	$2,612.61	$2,612.61	$5,225.22
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,612.61**	**$2,612.61**	**$5,225.22**
72	4, 6			
	Admin	$2,766.30	$2,766.30	$5,532.60
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,766.30**	**$2,766.30**	**$5,532.60**
73	5			
	Admin	$2,804.72	$2,804.72	$5,609.44
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,804.72**	**$2,804.72**	**$5,609.44**
152	7			
	Admin	$5,839.96	$5,839.96	$11,679.92
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$5,839.96**	**$5,839.96**	**$11,679.92**
155	8			
	Admin	$5,955.22	$5,955.22	$11,910.44
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$5,955.22**	**$5,955.22**	**$11,910.44**

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Owner Summary (01/04/2026-31/03/2027) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/04/2026	2nd Instalment 01/10/2026	TOTAL (01/04/2026-31/03/2027)
51	9, 14, 16, 21			
	Admin	$1,959.46	$1,959.46	$3,918.92
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$1,959.46**	**$1,959.46**	**$3,918.92**
79	10, 17			
	Admin	$3,035.24	$3,035.24	$6,070.48
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$3,035.24**	**$3,035.24**	**$6,070.48**
55	11, 18			
	Admin	$2,113.14	$2,113.14	$4,226.28
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,113.14**	**$2,113.14**	**$4,226.28**
56	12, 13, 19, 20			
	Admin	$2,151.56	$2,151.56	$4,303.12
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,151.56**	**$2,151.56**	**$4,303.12**
71	15, 22			
	Admin	$2,727.88	$2,727.88	$5,455.76
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,727.88**	**$2,727.88**	**$5,455.76**
52	23			
	Admin	$1,997.88	$1,997.88	$3,995.76
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$1,997.88**	**$1,997.88**	**$3,995.76**

Approved Budget for Owners Corporation 742613

523 Dandenong Road ARMADALE

Owner Summary (01/04/2026-31/03/2027) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/04/2026	2nd Instalment 01/10/2026	TOTAL (01/04/2026-31/03/2027)
63	24			
	Admin	$2,420.51	$2,420.51	$4,841.02
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,420.51**	**$2,420.51**	**$4,841.02**
60	25			
	Admin	$2,305.25	$2,305.25	$4,610.50
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,305.25**	**$2,305.25**	**$4,610.50**
62	26			
	Admin	$2,382.09	$2,382.09	$4,764.18
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$2,382.09**	**$2,382.09**	**$4,764.18**
122	27			
	Admin	$4,687.34	$4,687.34	$9,374.68
	Maintenance	$0.00	$0.00	$0.00
	Owner Total	**$4,687.34**	**$4,687.34**	**$9,374.68**

Balance Sheet - O/Corp 742613

523 DANDENONG ROAD, ARMADALE, VIC 3143

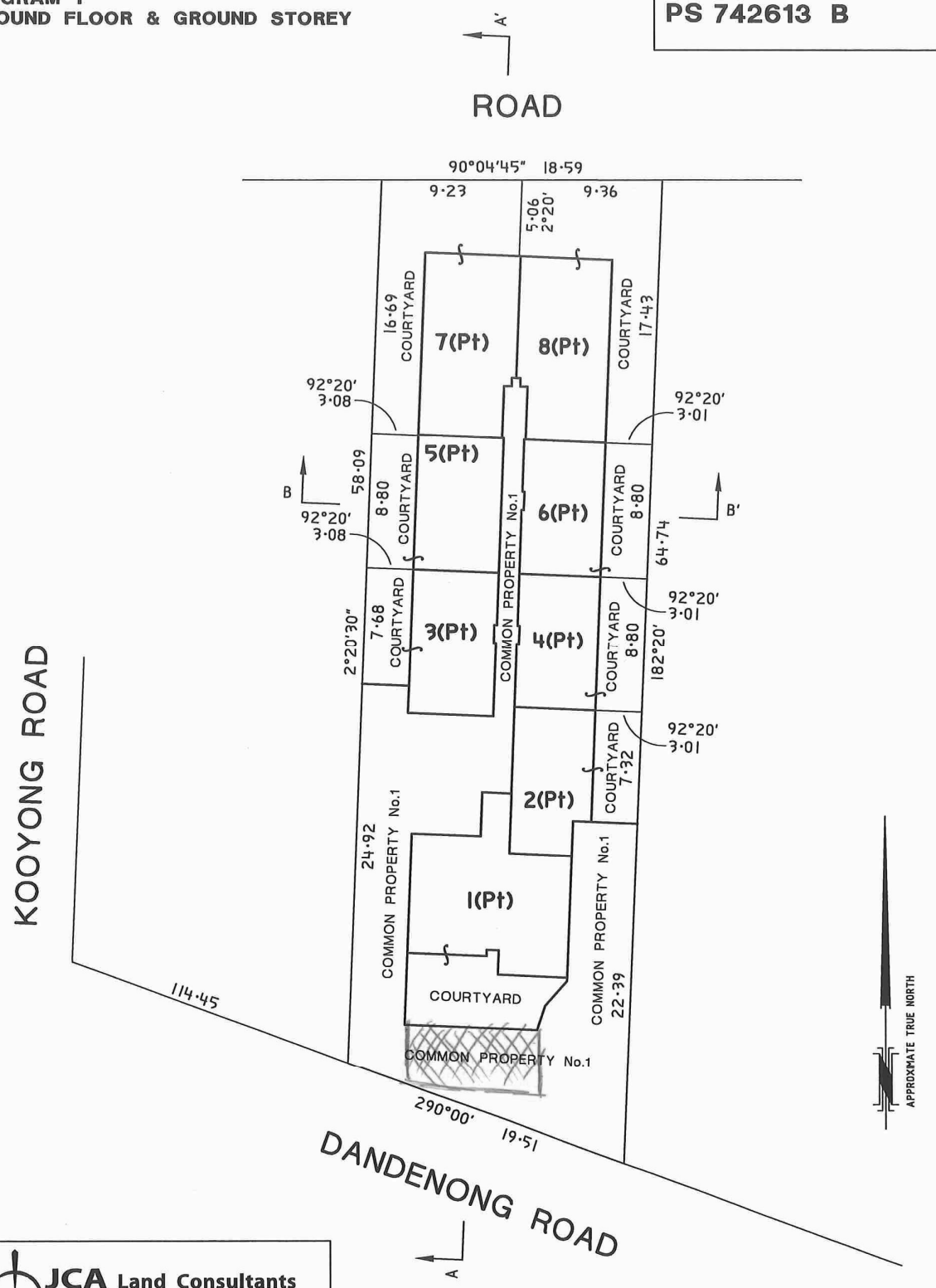
For the Financial Period 01/04/2025 to 31/03/2026

FINAL

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 742613	$70,633.45	$0.00	$70,633.45
GST Unpaid	$328.05	$0.00	$328.05
Levies Receivable	$13,482.48	$0.00	$13,482.48
Payments in Advance	$1,726.23	$0.00	$1,726.23
Total Assets	**$86,170.21**	**$0.00**	**$86,170.21**
Liabilities			
Accounts Payable	$5,334.82	$0.00	$5,334.82
BAS Clearing	$(1,899.60)	$0.00	$(1,899.60)
GST Uncollected	$(2,326.65)	$0.00	$(2,326.65)
Levies in Advance	$32,542.09	$0.00	$32,542.09
Total Liabilities	**$33,650.66**	**$0.00**	**$33,650.66**
Net Assets	**$52,519.55**	**$0.00**	**$52,519.55**
Owners Funds			
Opening Balance	$52,879.95	$0.00	$52,879.95
Adjustment - GST reconciliation	$(485.36)	$0.00	$(485.36)
Net Income For The Period	$124.96	$0.00	$124.96
Total Owners Funds	**$52,519.55**	**$0.00**	**$52,519.55**

DIAGRAM 1
GROUND FLOOR & GROUND STOREY

PS 742613 B



JCA Land Consultants
THE SUBDIVISION SPECIALISTS
Surveying Engineering Town Planning
Level 1, 260 Main Street, Lilydale Vic. Australia 3140
Phone 03 9735 4888 Fax 03 9735 1473
Email jca@jcalc.com.au www.jcalc.com.au

Preliminary

ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	REF. 19801 VERSION 07	Original sheet size A3	Sheet 2
1:250	A3	2.5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR : MICHAEL HERWALD HIPFEL 04/12/17 J.D.		

Schedule 2—Model rules for an owners corporation

Regulation 11

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

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

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

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

Contract Audit Trail

106/523 Dandenong Road, Armadale

Belle Property Armadale

Purchaser(s):

- Michael Norman Roy Wagdin as Director of Corporation for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1
- Emma Nadine Wagdin as Director of Corporation for M & E Wagdin T1 PTY LTD (A.C.N: 698388206) As trustee for M & E Wagdin Trust 1

Vendor(s):

- Kerry Lee-ann Taylor

Contract Vendor's Statement (Section 32) Signing Log

Timestamps	New Signatures	Pending Signatures	Source	IP Address	User Agent
• Offsite signing accessed: Oct. 29, 2026, 11:28 a.m. • Created: Oct. 29, 2026, 10:41 a.m. • Sent Offsite - Vendors: Oct. 29, 2026, 10:51 a.m.	• Vendor: Kerry Taylor		Offsite	10.5.161.216	Mozilla/5.0 (iPhone; CPU iPhone OS 27_2_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/408.0.868297084 Mobile/15E148 Safari/604.1

Contract Revision Signing Log

Timestamps	New Signatures	Pending Signatures	Source	IP Address	User Agent
• Created: Oct. 29, 2026, 1:43 p.m. • Deleted: Oct. 30, 2026, 9:48 a.m.		• Vendor: Kerry Taylor • Purchaser: Emma Wagdin • Purchaser: Michael Wagdin	App (James Annett)	10.5.161.216	Real Time Agent/7.5.0 (com.realtimeagent.rta; build:1580; iOS 27.0.1)
• Created: Oct. 29, 2026, 5:56 p.m. • Sent Offsite - Purchasers: Oct. 29, 2026, 5:56 p.m. • Deleted: Oct. 30, 2026, 9:48 a.m.		• Vendor: Kerry Taylor • Purchaser: Emma Wagdin • Purchaser: Michael Wagdin	App (James Annett)	10.5.161.216	Real Time Agent/7.5.0 (com.realtimeagent.rta; build:1580; iOS 27.0.1)
• Created: Oct. 30, 2026, 9:54 a.m.		• Vendor: Kerry Taylor • Purchaser: Emma Wagdin • Purchaser: Michael Wagdin	App (James Annett)	144.6.90.29	Real Time Agent/7.5.0 (com.realtimeagent.rta; build:1580; iOS 27.0.1)
• Created: Oct. 30, 2026, 9:56 a.m. • Sent Offsite - Purchasers: Oct. 30, 2026, 1:13 p.m.		• Vendor: Kerry Taylor • Purchaser: Emma Wagdin • Purchaser: Michael Wagdin	App (James Annett)	144.6.90.29	Real Time Agent/7.5.0 (com.realtimeagent.rta; build:1580; iOS 27.0.1)
• Offsite signing accessed: Oct. 30, 2026, 1:53 p.m. • Created: Oct. 30, 2026, 1:56 p.m.	• PURCHASER: Michael Wagdin	• Vendor: Kerry Taylor • Purchaser: Emma Wagdin	Offsite	10.5.163.243	Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/27.0.1 Mobile/15E148 Safari/604.1
• Offsite signing accessed: Oct. 30, 2026, 2:08 p.m. • Created: Oct. 30, 2026, 2:10 p.m. • Sent Offsite - Vendors: Oct. 30, 2026, 2:27 p.m.	• PURCHASER: Emma Wagdin	• Vendor: Kerry Taylor	Offsite	49.180.228.73	Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.6.1 Mobile/15E148 Safari/604.1
• Offsite signing accessed: Oct. 30, 2026, 2:34 p.m. • Created: Oct. 30, 2026, 2:35 p.m.	• VENDOR: Kerry Taylor		Offsite	10.5.163.243	Mozilla/5.0 (iPhone; CPU iPhone OS 27_2_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/408.0.868297084 Mobile/15E148 Safari/604.1