



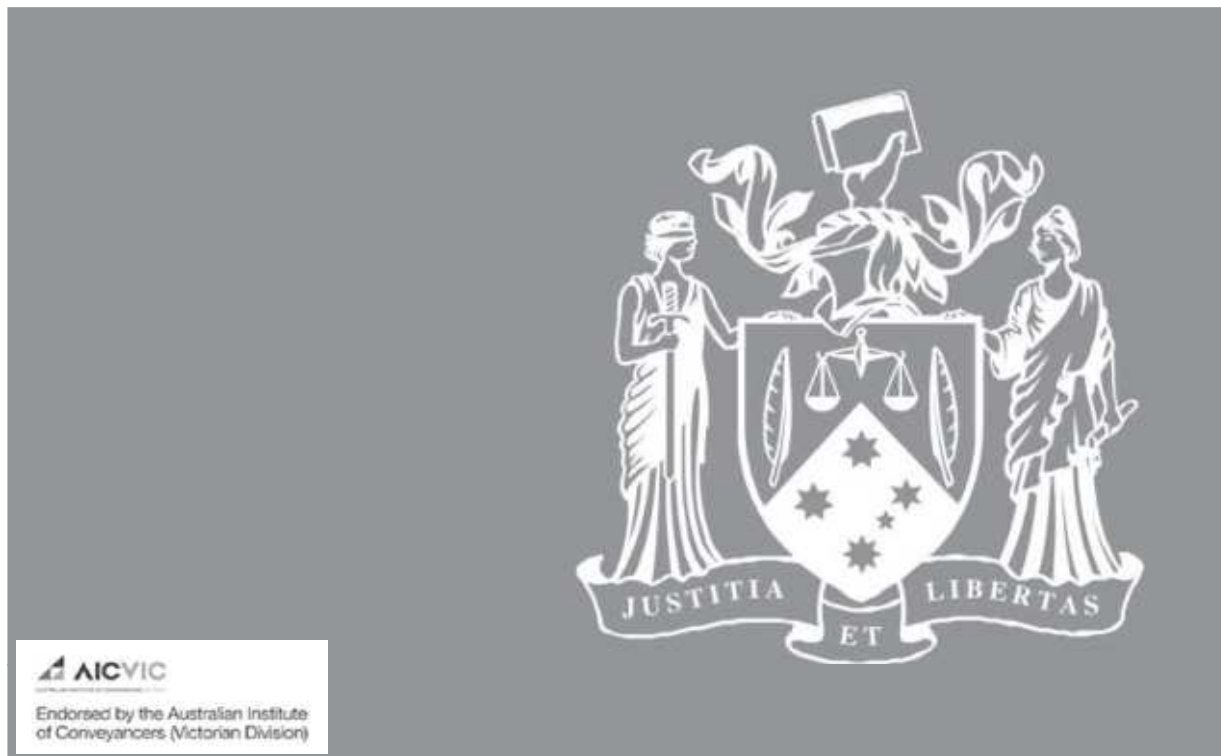
Contract of sale of land

Property:

**Unit 6, 85 Ogradys Road, Carrum Downs
Vic 3201**

Victoria Conveyancing Pty Ltd

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of Conveyancers (Victorian Division)





Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../20.....

Print name(s) of person(s) signing: Thi Kim Anh Nguyen

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Leyton Real Estate

Address: 7 Warwick Avenue, SPRINGVALE VIC 3171

Email: reception@leytonre.com.au, thu.le@leytonre.com.au, sales@leytonre.com.au

Tel: 03 9547 0345..... Mob: Fax: Ref:

Vendor

Name: Thi Kim Anh Nguyen

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Victoria Conveyancing Pty Ltd

Address: Suite 5/99 Lightwood Road, Springvale Vic 3171

Email: victoria.nguyen@victoriaconveyancing.com.au

Tel: 03 9540 9644..... Mob: 0421 183 126 Fax: Ref: 1661.....

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX:..... Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11431 Folio 991	8	PS 706548P
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 6, 85 Ogradys Road, Carrum Downs Vic 3201**

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

~~All fixed floor coverings, all curtains & blinds, all light fittings, all fixtures of a permanent nature & as inspected.~~

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 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 223 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:
- 21 days have elapsed since the day of sale; and
 - the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - 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
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - 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:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

27.4 Any document properly sent by:

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

Vendor Statement

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

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

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

Land	6/85 OGRADYS ROAD, CARRUM DOWNS VIC 3201
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Vendor's name	Thi Kim Anh Nguyen	Date
Vendor's signature	<i>Thi Kim Anh Nguyen</i>	30/03/2026

Purchaser's name		Date
Purchaser's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

1. FINANCIAL MATTERS

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

Documents reflecting the financial information as attached.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of the title document/s.

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

The vendor has no means of knowing decision of all public authorities and government department affecting the property unless communicated to the vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Vendor provide no warranties in respect to any alternation addition or improvements to the property which occurred prior to the vendor becoming the registered proprietor.

6. OWNERS CORPORATION

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

A current owners corporation certificate with its required accompanying documents and statements if applicable, will be issued in accordance with section 151 of the *Owners Corporations Act 2006* within 14 days from the contract date.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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

VOLUME 11431 FOLIO 991

Security no : 124131883284H
Produced 04/02/2026 04:44 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 706548P.
PARENT TITLES :
Volume 11240 Folio 301 to Volume 11240 Folio 302
Created by instrument PS706548P 03/07/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THI KIM ANH NGUYEN of UNIT 6 85 OGRADYS ROAD CARRUM DOWNS VIC 3201
AV806851B 30/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV806852Y 30/06/2022
ING BANK (AUSTRALIA) 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.

AGREEMENT Section 173 Planning and Environment Act 1987
AJ866241V 21/08/2012

DIAGRAM LOCATION

SEE PS706548P 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 6 85 OGRADYS ROAD CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 30/06/2022

OWNERS CORPORATIONS

The land in this folio is affected by

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS706548P

DOCUMENT END



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Private
The ir
collec
and is
maintaining publicly searchable
registers and indexes in the
Victorian Land Registry.

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:JYD:LGC:5932620
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Volume 11240 Folios 301 and 302

Authority: Frankston City Council of Davey Street, Frankston, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:

Jane Homewood

Name of officer:

Jane Homewood

Position Held:

ALCO

Date:

15 August 2012

AJ866241V

21/08/2012 \$110.30 173



Date 15/8/2012



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 85 and 89 O'Gradys Road, Carrum Downs

Frankston City Council
and

Flintwell Pty Ltd
ACN 007 179 231



Maddocks

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 15 / 8 / 2012

Parties

Name	Frankston City Council
Address	Davey Street, Frankston, Victoria
Short name	Council

Name	Flintwell Pty Ltd ACN 007 179 231
Address	c/- L R Eustice & Co, Suite 2, Level 2, 28 Main Street, Mornington, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit and the Development Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit and condition 5(c) of the Development Permit.
- D. The Parties enter into this Agreement:
 - D.1 to give effect to the Planning Permit and the Development Permit; and
 - D.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.

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Common Property means all areas on the Subject Land delineated and identified as 'Common Property No. 1' or roadway or the like on the Endorsed Plan.

Development Permit means planning permit No. 363/2010/P, as amended from time to time, issued on 7 January 2011, authorising development of the Subject Land in accordance with plans endorsed by Council.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 66/2012/P, as amended from time to time, issued on 18 May 2012, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Frankston Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 85 and 89 O'Gradys Road, Carrum Downs being the land referred to in Certificates of Title Volume 11240 Folios 301 and 302 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

Waste Services Management Plan means the plan submitted to and endorsed by Council from time to time in accordance with condition 4 of the Development Permit or such other plan approved by Council.

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;



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- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

3.3 Care of Common Areas

The Owner must at all times, at its own cost, maintain the Common Property to the satisfaction of Council.

3.4 Waste Services Management Plan

The Waste Management Plan must be implemented and complied with by the Owner at all times and at the full cost of the Owner to the satisfaction of Council.

3.5 Right of Entry

The Owner permits Council, at any time, to enter into and upon the Subject Land for the purpose of enabling Council to undertake its garbage, recycling or green waste collection services or providing any other municipal service without any liability whatsoever.

3.6 Public Liability Insurance

The Owner agrees that:

prior to Council providing garbage, recycling or green waste collection services from the Subject Land the Owner must:

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- 3.6.1 insure the Subject Land in its name with an insurer approved by Council for public liability for an amount determined by Council concerning one single event (**Insurance Policy**) at the cost of the Owner of the Subject Land;
- 3.6.2 the Insurance Policy must have noted on it an endorsement to the effect that the policy is to include an indemnity to Council for any liability as a result of an accident arising out of, or in the course of, or caused by garbage, recycling or green waste collection on the Subject Land;
- 3.6.3 the Owner will maintain the Insurance Policy until such time as Council releases the Owner from this obligation; and
- 3.6.4 the Owner must provide the certificate of currency for the Insurance Policy to Council within 30 days of renewal or upon Council requesting the certificate.

3.7 Indemnity

The Owner will indemnify and keep indemnified Council, its employees, contractors and agents from and against all costs, expenses, losses, damages whatsoever which Council, its employees, contractors and agents may sustain incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim arising from any damage caused to any paved surfaces, structures or private property by garbage, recycling or green waste collection service vehicles on the Subject Land. This includes any claim in negligence or any claim arising from a personal injury by any person howsoever arising from any damage caused to any paved surfaces, structures or private property by garbage, recycling or green waste collection service vehicles on the Subject Land.

3.8 Ending Waste Collection Services

The Owner agrees that Council may immediately withdraw, without notice, the provision of garbage, recycling or green waste collection services to or from the Subject Land if:

- 3.8.1 Council considers any private road on the Subject Land to be unsafe or unsuitable for vehicular traffic; or
- 3.8.2 the Owner fails to comply with clause 3 of this Agreement.

4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
 - (a) signing any further agreement, acknowledgment or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.





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4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

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8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10. Ending of Agreement

10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

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21/08/2012 \$110.30 173



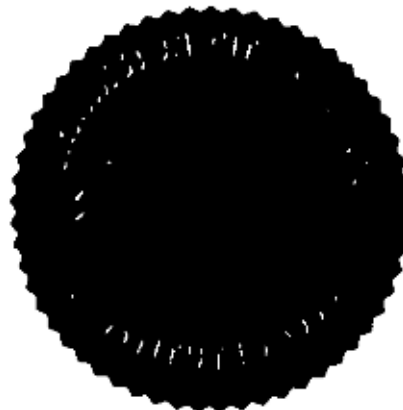


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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Frankston City Council was affixed in the presence of -)



Councillor
[Signature]
Chief Executive Officer

Executed by Flintwell Pty Ltd ACN 007 179)
231 in accordance with section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons for the company)

[Signature]
Director

[Signature]
Director (or Company Secretary)

STEPHEN PETER FULLARD
Full name

NEIL LONGMAN FULLARD
Full name

15 KATHLEEN CRESENT MORNINGTON
Usual address 3931

17 RUNSWAY ROAD, MORNINGTON
Usual address 3530

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21/08/2012 \$110.30 173





Department of Transport and Planning

Owners Corporation Search Report

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Produced: 04/02/2026 04:44:23 PM

OWNERS CORPORATION 1
PLAN NO. PS706548P

The land in PS706548P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 1, 94 HIGH STREET BERWICK VIC 3806

OC018657T 03/07/2013

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC018657T 03/07/2013

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	32	32
Lot 2	36	36
Lot 3	36	36
Lot 4	36	36
Lot 5	32	32
Lot 6	32	32



Department of Transport and Planning

Owners Corporation Search Report

Produced: 04/02/2026 04:44:23 PM

OWNERS CORPORATION 1
PLAN NO. PS706548P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	36	36
Lot 8	36	36
Lot 9	32	32
Lot 10	32	32
Lot 11	32	32
Lot 12	36	36
Lot 13	36	36
Lot 14	36	36
Lot 15	36	36
Lot 16	36	36
Lot 17	36	36
Lot 18	32	32
Total	620.00	620.00

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.



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Document Type	Plan
Document Identification	PS706548P
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PS706548P

21/06/2013 \$3,813.10 PS
 f 

PLAN OF SUBDIVISION

STAGE No. / LRS USE ONLY
EDITION 1

LOCATION OF LAND
 PARISH: LYNHURST
 TOWNSHIP: ---
 SECTION: ---
 CROWN ALLOTMENT: ---
 CROWN PORTION: 54 (PART)
 TITLE REFERENCES: VOL 11240 FOL 301
 VOL 11240 FOL 302
 LAST PLAN REFERENCE: PS 612593G, LOTS A & B
 POSTAL ADDRESS: 85 & 89 O'GRADYS ROAD
 (AT TIME OF SUBDIVISION) CARRUM DOWNS 3201
 MGA COORDINATES: E: 340 210 ZONE: 55
 (OF APPROX. CENTRE OF PLAN) N: 5 780 830

COUNCIL CERTIFICATION
 COUNCIL NAME : FRANKSTON CITY COUNCIL REF : 24/2012/S
 1. This plan is certified under Section 6 of the Subdivision Act 1988.
 2. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

PUBLIC OPEN SPACE
 (ii) A requirement for public open space under Section 18 of the Subdivision Act 1988 has not been made.

Council Delegate *F. Johnstone* signature
 Date 8/5/2013 print name


VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is not a staged subdivision
 Planning Permit No. 66/2012/P

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - FOR DETAILS OF OWNERS CORPORATIONS INCLUDING; PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT(S), OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION

DEPTH LIMITATION - DOES NOT APPLY
 C.P.No.1 DENOTES COMMON PROPERTY No.1
 THICK CONTINUOUS LINES DENOTE BOUNDARIES DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-
 MEDIAN BOUNDARIES SHOWN THUS 
 EXTERIOR FACE - ALL OTHER BOUNDARIES.

THIS PLAN IS BASED ON SURVEY
 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. 1116 & 1117 IN PROCLAIMED SURVEY AREA No. 52

EASEMENT INFORMATION

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited or in favour of
E-1	DRAINAGE	2	PS 612593G	FRANKSTON CITY COUNCIL
E-2	SEWERAGE	2.50	PS 612593G	SOUTH EAST WATER LIMITED

LRS USE ONLY
 STATEMENT OF COMPLIANCE/
 EXEMPTION STATEMENT
 RECEIVED
 DATE 21/06/2013

LRS USE ONLY
 PLAN REGISTERED
 TIME 4:33PM
 DATE 03/07/2013
 N. Le
 Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

 Speedie Development Consultants
 Pty. Ltd.
 SURVEYORS, ENGINEERS, PLANNERS AND
 DEVELOPMENT CONSULTANTS
 55 Marine Parade, Hastings, Vic 3915 (03) 5979 5000
 Email: reception@speedies.com.au

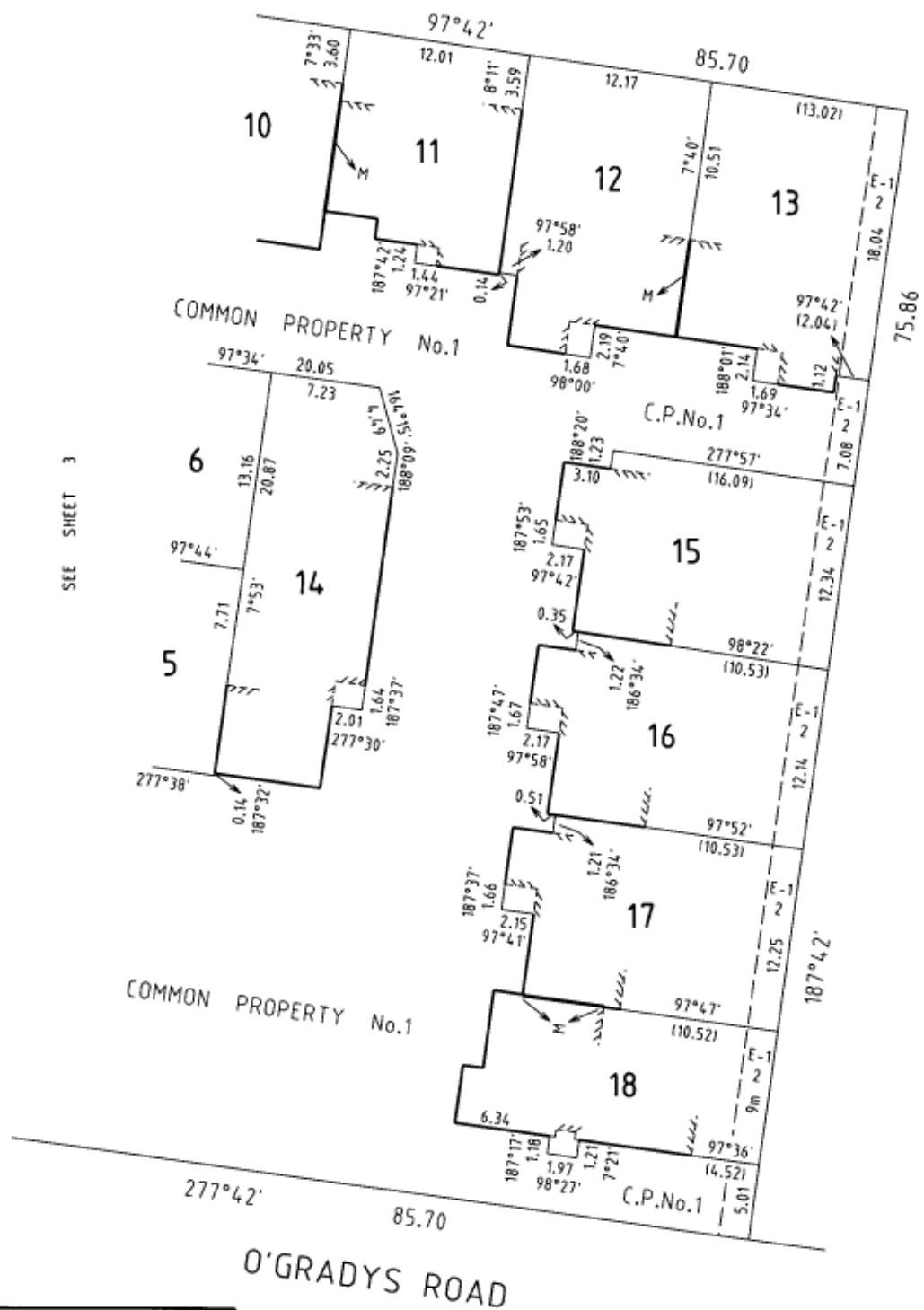
LICENSED SURVEYOR ANDREW M LOVELOCK
 SIGNATURE *Andrew M Lovelock*
 REF 10314S DATE 23/04/2013
 VERSION 3

F. Johnstone
 DATE 8/5/2013
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 706548P
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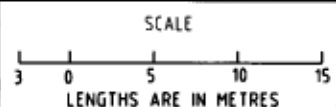
MGA 94 ZONE 55

SEE SHEET 3



Speedie Development Consultants
 Pty. Ltd.
 SURVEYORS, ENGINEERS, PLANNERS AND
 DEVELOPMENT CONSULTANTS
 55 Marine Parade, Hastings, Vic 3915 1831 5919 5100
 Email: reception@speedies.com.au

ORIGINAL
 SHEET SCALE
 SIZE 1:300
 A3



LICENSED SURVEYOR ANDREW M LOVELOCK
 SIGNATURE DATE 23/04/2013
 REF 103145 VERSION 3

SHEET 4

 DATE 8/5/2013
 COUNCIL DELEGATE SIGNATURE



PROPERTY REPORT

Created at 19 January 2026 04:08 PM

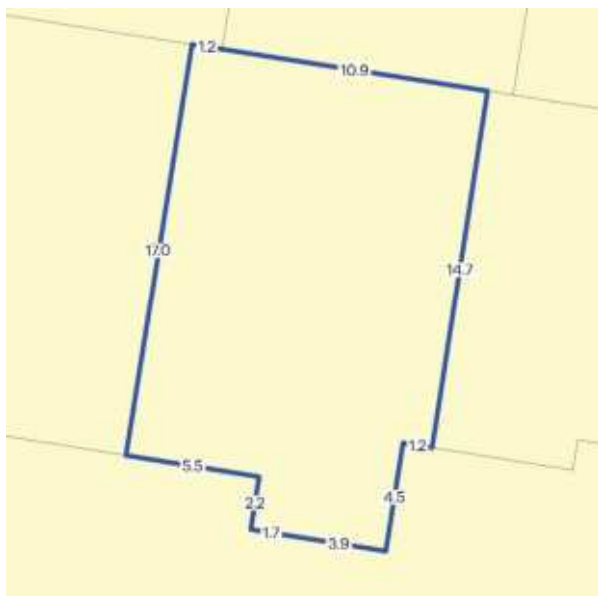
PROPERTY DETAILS

Address: **6/85 OGRADYS ROAD CARRUM DOWNS 3201**
Lot and Plan Number: **Lot 8 PS706548**
Standard Parcel Identifier (SPI): **8\PS706548**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **261057**
Directory Reference: **Melway 100 F4**

www.frankston.vic.gov.au

SITE DIMENSIONS

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



Area: 217 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CARRUM**

PLANNING INFORMATION

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

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

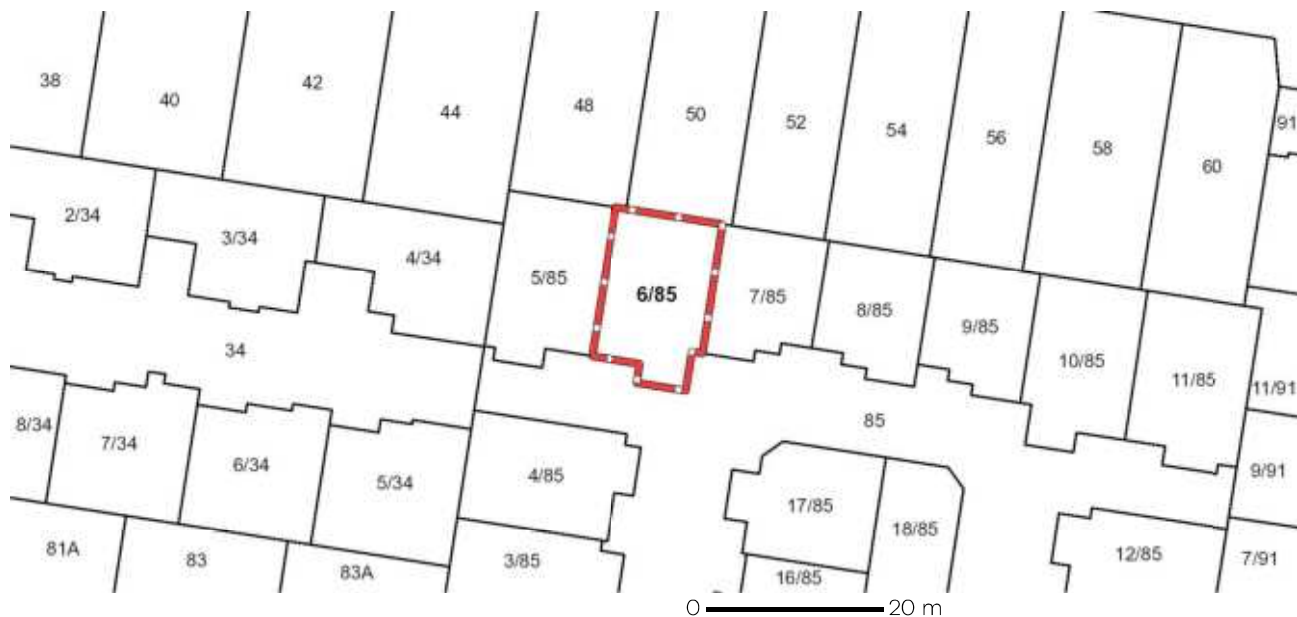
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 January 2026 04:09 PM

PROPERTY DETAILS

Address: **6/85 OGRADYS ROAD CARRUM DOWNS 3201**
Lot and Plan Number: **Lot 8 PS706548**
Standard Parcel Identifier (SPI): **8\PS706548**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **261057**
Planning Scheme: **Frankston**
Directory Reference: **Melway 100 F4**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CARRUM**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



R1Z - Residential 1

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

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

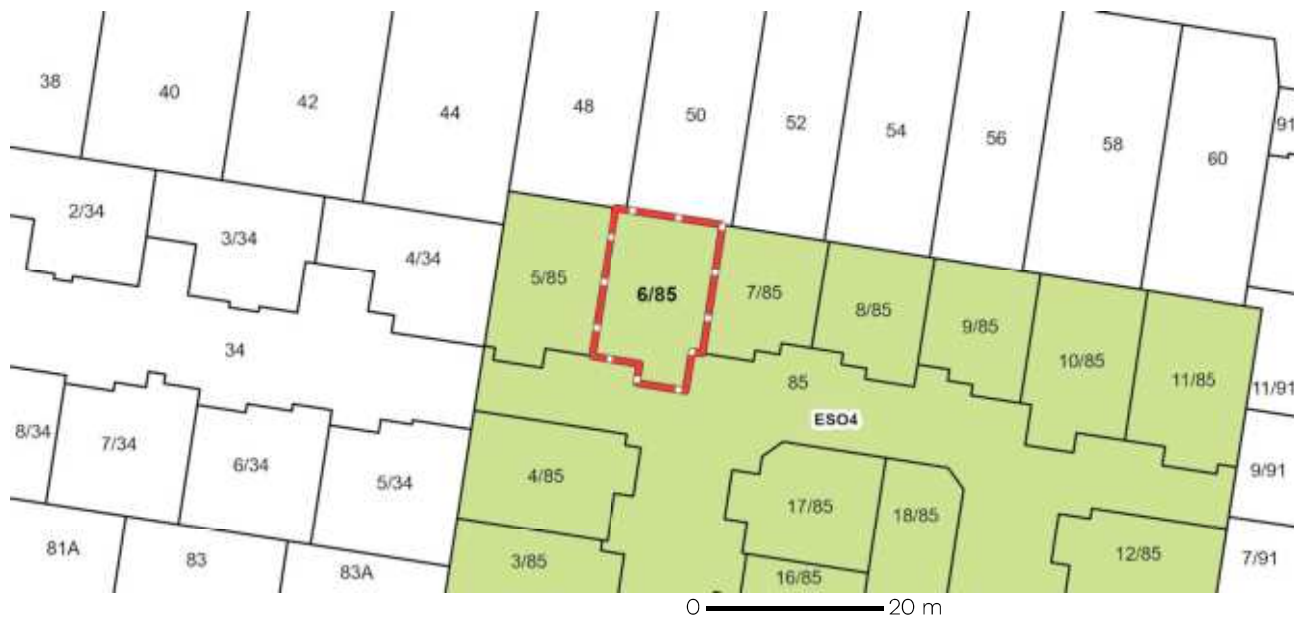
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



 ESO - Environmental Significance Overlay

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

Further Planning Information

Planning scheme data last updated on 13 January 2026.

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

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

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

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

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

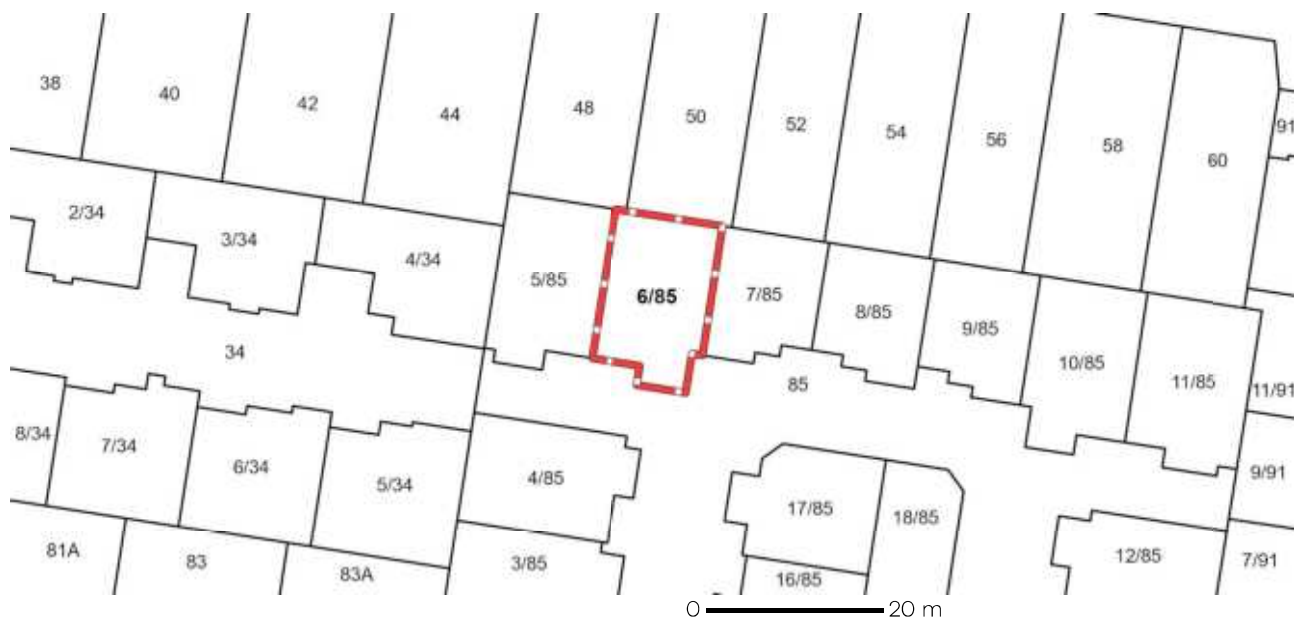
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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 \(environment.vic.gov.au\)](#)

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department

Cert No: 129320

Telephone: 1300 322 322

Issue Date: 04-Feb-2026

Assessment no: 01967395

Property Owner (as recorded by Council): T K A Nguyen

Applicant's Name	Victoria Conveyancing Pty Ltd	Effective Date of Valuation	01-Jul-2025
		Prescribed Date of Valuation	01-Jan-2025
Applicant's Address	Suite 5 99 Lightwood Road SPRINGVALE VIC 3171	Site Value	\$125,000
		Capital Improved Value*	\$525,000
		Net Annual Value	\$26,250
		*This Council uses Capital Improved Value (CIV) for rating purposes	

Applicants Ref: 1661:91305

Title Particulars:	Lot 8 PS 706548 CT-11431/991
Property Description	6/85 O'Gradys Road, CARRUM DOWNS 3201
AVPCC	120 - Single Strata Unit/Villa Unit/Townhouse

CURRENT RATES AND CHARGES LEVIED 1st July 2025 to 30th June 2026

CURRENT	CHARGES	
General Rates & Charges	\$1,255.85	<u>TOTAL LEVIED \$2,016.50</u>
Emergency Services Volunteer Fund	\$226.85	
Waste Service Charge	\$533.80	
ARREARS	CHARGES	
General Rates & Charges	\$4,081.30	<u>SUB-TOTAL ARREARS \$6,445.50</u>
Emergency Services Volunteer Fund	\$532.50	
Waste Service Charge	\$1,831.70	
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to: 04-Feb-2026		\$9.10
Interest on Arrears of Rates to: 04-Feb-2026		\$340.25
PAYMENTS RECEIVED		\$0.00
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
<u>Total Outstanding</u>		<u>\$8,811.35</u>
Any outstanding balance may be subject to interest and/or legal action, please contact this office prior to settlement.		
Payment due dates: Instalment 1 – 30/9/2025, Instalment 2 – 30/11/2025, Instalment 3 – 28/2/2026, Instalment 4 – 31/05/2026		
		BILLER CODE: 1966 REFERENCE NO: 01967395

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

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Contact: Rates & Valuations Department

Cert No: 129320

Telephone: 1300 322 322

Issue Date: 04-Feb-2026

ADDITIONAL INFORMATION

Shaun Snelson
Authorised Officer
Date: 04-Feb-2026

I acknowledge having received the sum of \$30.60 for this certificate.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a **'Building Permit Particulars Form'** from Council & **'Planning Certificate'** from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2020

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.
- (b) This certificate is not required to include information regarding planning, building, health, land-fill, land-slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 129320

Issue Date: 04-Feb-2026

**Payments (Visa/MasterCard) & account balances:**

southeastwater.com.au or call 1300 659 658

Account enquiries:

southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm

Faults and emergencies (24/7):

live.southeastwater.com.au or call 132 812

Interpreter service:

For all languages 9209 0130

TTY users 133 677 (ask for 131 851)

THI KIM ANH NGUYEN
C/O: LEYTON REAL ESTATE
7 WARWICK AVE
SPRINGVALE VIC 3171

Account number: 37432617

Date due: 08 December 2025

Last bill	Payments received	Balance
\$176.05	– \$176.05cr =	\$0.00

Current charges	Total due
+ \$176.05	\$176.05

Your account breakdown

Issue date	20 November 2025
Property	Unit 6 85 Ogradys Road CARRUM DOWNS VIC 3201
Property reference	53B//12896/00159
Last bill	\$176.05
Payment received	\$176.05cr
Balance brought forward	\$0.00
Our charges (no GST)	\$122.38
Other authorities' charges (no GST)	\$53.70
Total due	\$176.05

Your snapshot

Average daily cost

\$1.34**Payment options**

DD Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to \$20,000)
Billcode: 24208 Ref: 1003 7432 6100 009

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

eft EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 37432617
Account name: South East Water Corporation

Post Billpay
BillpayCode: 0361 Ref: 1003 7432 6100 009
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Services Australia Centrepay
Go to servicesaustralia.gov.au/centrepay
for more information.
Reference number: 555 050 397J

Property ref: 53B//12896/00159
UNIT 6 85 OGRADYS ROAD
CARRUM DOWNS VIC 3201

PN53B



*361100374326100009

Total due: \$176.05**Account number:** 37432617**Date paid:****Receipt number:**

+00000037432617>

+009124+

<0000000000>

<0000017605>

+444+

Our charges

Service charges

For period 01/10/25 to 31/12/25

Water service charge	\$21.97
Sewerage service charge	\$100.41
Total service charges	\$122.38

Our charges

\$122.38

Other authorities' charges

	Charge
Parks 01/10/25 to 31/12/25	\$22.45
Waterways and Drainage charge 01/10/25 to 31/12/25	\$31.25
Total other authorities	\$53.70

Total current charges

\$176.05

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melbourne residents. For more details, see southeastwater.com.au/charges2025

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/10/25 to 31/12/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/10/25 to 31/12/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Why save water

Drying conditions, lower rainfall and growing population means we need your help.

Use less. See tips to help at southeastwater.com.au/savewater



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



OWNERS CORPORATION CERTIFICATE

Section 151 – Owners Corporations Act 2006
Regulations 16 & 17 of the Owners Corporations Regulations 2018

Owners Corporation Number : **706548**
Vendor : **NGuyen, Thi**
Purchaser : **TBA**
Requested by : **Victoria Conveyancing**

This certificate is issued for **Lot 8** on Plan No: **OC 706548** the address of which is:
85 & 89 O'gradys Road, CARRUM DOWNS VIC - 3201.

1. The present fees for the above **Lot 8** are **\$460.30 per quarter, payable in advance.**
2. The fees are paid up until **30th June 2026.**
3. Unpaid fees are **NIL.**

PAYMENTS MADE BY PEXA MUST BE BY BPAY:

Fees paid on settlement using PEXA, are to be made using the specific BPAY reference as detailed below:

Billor Code: 96503
Ref: 274475474170717

4. A special levy has been raised in 08/01/2025 for the cost of dumping of rubbish, the amount due for Lot 8 is \$70.05 and has been paid in full.
5. The Owners Corporation has not performed any repair, work or act which would incur an additional charge to that set out above at present.
6. The Owners Corporation presently has the following insurance cover:

Company	Longitude Insurance Pty Ltd.
Policy No.	LNG-STR-137882
Kind of Policy	Residential Strata Insurance Plan
Building amount	\$9,558,675.00
Public Liability	\$20,000,000.00
Buildings Covered	Residential Units
Renewal Date	9 th August 2026
7. Current funds held by the Owners Corporation are **\$17,714.45.**
8. The Owners Corporation has no other liabilities that it is aware of not specified in Items 1 to 4 above.
9. There are contracts, leases, licences or agreements in place affecting the common property. Owners are to maintain the garden beds in vicinity of their Unit. Reeder Property Maintenance undertakes regular garden maintenance at the property Link Fire Pty Ltd undertakes Essential Services (Fire) maintenance of all assets at the property
10. The Owners Corporation has not made any agreements to provide services to the lot owners, occupiers or the public.
11. No notices or orders have been served on the Owners Corporation.

13. The Owners Corporation has resolved to appoint Strata Management Victoria Pty Ltd of Suite 11, Level 2, 66 Victor Crescent, Narre Warren, VIC 3805
14. No proposal has been made for the appointment of an administrator.
15. The minutes of the last Annual General Meeting; the prescribed statement required to accompany the Owners Corporation Certificate (Regulation 17, Schedule 3); the Model Rules for an Owners Corporation for this Owners Corporation are attached herewith.

The common seal of Owners Corporation No. 706548 was affixed and witnessed by, and in the presence of, the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Issued for and on behalf of

Owners Corporation 706548

By the registered and appointed OC Managers:

Strata Management Victoria

Dated 26 March 2026



The information provided within this certificate is correct to the best of our knowledge as at the date of issue.

The information herein is subject to change without notice.

A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner).



Suite 35/Level2, 66 Victor Crescent
 Narre Warren Vic 3805
 P.O Box 379, Berwick Vic 3806
 T: 03 9707 5330
 E: info@smvic.com.au
 www.stratamanagementvic.com.au

Minutes of the Annual General Meeting OC No. 706548

85 & 89 O'gradys Road, CARRUM DOWNS VIC 3201

held via videoconference using teams

on Tuesday 12th August 2025 at 4:00 pm

Voting and conduct of the meeting:

The meeting was conducted remotely using teams with one vote recorded for each lot. This is in accordance with Section 87 and 89 of the Owners Corporations Act 2006.

In order to accurately record votes all participants were required to record and provide their name and unit or lot number. Where decisions were unanimous or passed without dissent, the minutes will state this. Where a decision was reached by majority vote, voting numbers will be provided.

These minutes serve to record those in attendance, the text of the resolutions passed, if applicable, and the voting recorded at the meeting and do not serve as a full commentary of the entire meeting. This is in accordance with Section 81 of the Owners Corporations Act 2006.

1. Attendance

1.1 Attendance in person

Lot #	Name
1	Piper Van Hout & Oscar Leonard-Fox
5	Basudeb Ghosh
14	Alex Bitmead
17	Ruth Templer

Also present were:

Strata Management Victoria

1.2 Proxies

No proxies were tabled at the Meeting.

1.3 Apologies

No apologies were tabled at the Meeting.

2. Eligibility to vote and Quorum for meeting

All owners present were eligible to vote at the meeting.

Owners were advised that a quorum was not present (not more than 50% of the total votes or at least 50% of the lot entitlements for the Owners Corporation) including proxies and therefore, all resolutions passed would be interim decisions only and become resolutions of the Owners Corporation 29 days from the date of the interim resolution.

3. Meeting Chairperson

Susanne Wiklund was elected to chair the meeting.

4. Meeting Minute Taker

Susanne Wiklund was elected to record the minutes of the meeting.

5. Committee Report

No committee report was tabled at the Meeting.

6. OC Managers Report

It was unanimously resolved to confirm the OC Managers report, as provided with the notice of meeting.

7. Minutes of previous meeting

It was unanimously resolved that the minutes of the Annual General Meeting held on 21st August 2024 be adopted as a true and accurate record of that meeting.

8. Insurance

The Owners Corporation currently has the following insurance cover: –

Company:	Longitude Insurance Pty Ltd
Policy No:	LNG-STR-137882
Kind of Policy:	Residential Strata Insurance
Building value insured:	\$ 9,558,675
Public Liability:	\$20,000,000
Fidelity Guarantee:	\$100,000
Expiry Date:	9th August 2026

8.1 Independent Insurance Valuation (Section 65 of the OC Act 2006)

The Owners Corporation is required by law to seek an independent insurance valuation every 5 years. The last valuation was conducted on 19th September 2023 with the next valuation due in September 2028 or earlier, as resolved by the Owners Corporation.

8.2 Insurance Renewal

It was unanimously resolved to continue the insurance at the next renewal 09/08/2026 with Longitude Insurance Pty Ltd subject to a competitive quotation being offered at the current value increased by CPI.

8.3 *Payment of excess in the event of a claim*

It was resolved that if an individual makes a claim where they are the only beneficiary or in the event that a particular lot owner has caused the need for a claim, the individual concerned will pay the excess. In all other scenarios the excess will be paid by the Owners Corporation. The current excess is \$2,000.00 for standard claims.

8.4 *Items not covered*

Public Liability on private property & contents

Please note, the Public Liability on this policy is for the Common Areas only and lot owners should obtain Public Liability coverage as well as Landlord or Contents insurance on their own titles privately as these are not covered under the Owners Corporation's policy.

Carpets & floating floors

This is particularly relevant to the carpets which are not covered under the Owners Corporation policy. Owners should check their individual policy regarding floating floors as they may not be covered under the Strata Building Policy.

8.5 *Disclosure*

The Owners Corporation Manager noted that Strata Management Victoria are Authorised Representatives of Consolidated Insurance Agencies (CIA) ASIC Licensee No. 243261 for the sale of strata insurance products and receives commission from them.

8.6 *General & factual advice*

The Owners Corporation Manager can only give general and factual advice and is required to obtain clear instructions for the renewal of the insurance.

8.7 *Product Disclosure Statement & Financial Services Guide*

A Product Disclosure Statement for Longitude Insurance Pty Ltd and Financial Services Guide for Consolidated Insurance Agencies (CIA) are available upon request at any point.

9. **Financial Statements**

It was unanimously resolved to accept the Financial Statements to 30/06/2025 as a true and accurate record of the financial situation of the Owners Corporation.

10. **Budget**

10.1 *Budget Adopted*

In accordance with Section 23 of the OC Act 2006 it was unanimously resolved that the current budget and contributions for the year ending 30/06/2026 be adopted as presented, the total amount of the budget is as shown below:

Total Administration Fund Budget	\$ 30,868.00
Total Maintenance Fund Budget	<u>\$ 1,800.00</u>
TOTAL:	\$ 32,668.00

10.2 *Penalty Interest (Section 29 of the OC Act 2006)*

In accepting the budget contributions it was resolved that penalty interest will be charged on overdue amounts owing to the Owners Corporation. The rate charged will not exceed the maximum rate payable under the Penalty Interest Rate Act 1983.

11. Recovery of costs procedure

11.1 Debt Recovery

It was resolved without dissent that the Manager is to take all reasonable steps necessary for recovery of outstanding fees and levies and charges due by any member to the Owners Corporation including application in any Court or Tribunal of competent jurisdiction. The Manager and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any debt recovery action taken.

11.2 Cost Recovery

It was resolved without dissent that the Owners Corporation may recover as a debt from the person/s in default or breach, the costs, charges, and expenses incurred by the Owners Corporation arising out of any default or breach, by any lot owner or occupier of a lot, of any obligation under the Owners Corporations Act 2006, the Owners Corporation Regulations 2018, or the Rules of the Owners Corporation.

This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred because of the failure to pay fees, levies, and charges due.

12. Occupational Health & Safety and Essential Safety Measures

12.1 Responsibility to Occupational Health and Safety (OH&S)

It was unanimously resolved to acknowledge the Owners Corporations responsibilities in relation to Occupational Health and Safety (OH&S) on the common property and the need to continually monitor risks accordingly and report to the OC Manager.

12.2 Responsibility to Essential Safety Measures (ESM's)

It was unanimously resolved to confirm the Owners Corporations obligations to comply with the requirement to maintain all Essential Safety Measures in accordance with the Building Act 1993 and the Building Regulations 2018.

13. Election of Owners Corporation committee

13.1 Members

The following members were elected, unopposed, to the committee: –

Lot #	Name
1	Piper Van Hout
14	Alex Bitmead
17	Ruth Templer

In accordance with Section 11 of the Owners Corporations Act 2006, unless delegated otherwise, the committee of the Owners Corporation is delegated all powers and functions that may be exercised by the Owners Corporation, except for those requiring a special or unanimous resolution or those resolved to be determined at a General Meeting of the Owners Corporations under Section 82 of the Act.

14. Election of Chairperson & Secretary of the Owners Corporation

14.1 Owners Corporation Chairperson (Section 98 of the OC Act 2006)

Ruth Templer was elected chairperson of the committee, by unanimous vote of the elected committee members.

14.2 Owners Corporation Secretary (Section 99 of the OC Act 2006)

It was resolved that the Owners Corporation Manager will act as Owners Corporation Secretary and perform the functions of such under the OC Act 2006.

15. General Business

Matters raised at general business are for the consideration of the elected committee, or are actioned as noted below: -

15.1 To discuss and resolve rubbish abandoned at property by residents

There was discussion about the rubbish which was dumped on the nature strip at the property in the last financial year.

It was agreed that the manager cannot do anything about this unless it can be proven who dumped the rubbish. The rubbish may even be being dumped from a neighbouring property,

The Meeting noted that there is one Council organised common collection per annum which generally occurs in May. The Council selects the date for the collection. When Owners are notified of the date they are expected to pass this information to their managing agent if their Lot is tenanted.

15.2 Large Pine Trees at front of property

There was discussion about the general maintenance of the two large pine trees at the front of the property.

The Meeting was told that an arborist was engaged in mid 2023 to view the trees and remove or trim any branches which were of concern. The Meeting noted that the weather seems to be getting a lot of windy and this has caused some branches to fall.

It was resolved to take no further action and to refer this matter to the Committee to progress as they felt the matter warranted.

15.3 Proposed budget

It was resolved to reduce that amount proposed for Water Rates from \$1,300 to \$140 and to remove the Insurance Excess of \$2,000 from the Administration Fund.

15.4 Solar Lights in Driveway

It was resolved that the Manager would follow up with Meltric Electrics to see if there was a date yet when the solar light batteries would be replaced.

The Meeting noted that the batteries are \$95 a light to replace and there are 7 lights which need replacing and that the batteries were ordered from over-seas.

The Manager would advise the committee of when the lights would be reinstated after talking to Meltric Electrics.

There being no other business the meeting closed at 4:28pm

Dated: 12/08/2025

Susanne Wiklund
Strata Management Victoria
Owners Corporation No. 706548

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.



Rules of Owners Corporation

Including Dispute Resolution

Owners Corporations Act 2006 and Owners Corporation Regulations 2018

The following rules apply to your Owners Corporation

Owners Corporation 706548

85 & 89 O'gradys Road
CARRUM DOWNS VIC 3201

(s 136 of the Owners Corporation Act 2006) **Lot owners** who do not occupy their Lot have an obligation to provide a copy of these rules to the occupant of their lot at the commencement of occupation

(s 137 of the Owners Corporation Act 2006) An **occupier** of a lot—

- (a) must comply to the Owners Corporations Act 2006 and Owners Corporation Regulations 2018 and the rules of the owners corporation; and
- (b) *must not use or neglect the common property or permit it to be used or neglected in a manner that is likely to cause damage or deterioration to the common property.*

(s141 of the owners Corporation Act 2006) the rules of an owners corporation are binding on—

- (a) the owners corporation;
- (b) the lot owners;
- (c) any lessee or sub-lessee of a lot;
- (d) any occupier of a lot.

(s141A of the owners Corporation Act 2006) deals with guests of the lot occupier

- (1) **An occupier** of a lot (including a lot owner or a lessee of a lot) must ensure that **any guest** to the lot complies with the rules of the owners corporation.
- (2) If a guest to a lot breaches the rules of the owners corporation, the occupier of the lot and the guest are jointly and severally liable for satisfying any penalty or compensation payable as a consequence of the guest's breach.

if further information is required, you should consult the Owners Corporations Act 2006 and relevant regulations or obtain legal advice

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

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Audit Trail



Document

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Agency Agent

Name	Leyton Real Estate Pty Ltd	Name	Leyton Sales
ABN	65124076651	Email	sales@leytonre.com.au
Address	7 Warwick Avenue Springvale VIC 3171		

Signing Events

- Leyton Sales created the signing request. Mar 27th 2026, 11:17 AM
- Client (1) - Thi Kim Anh Nguyen was sent the signing request. khoa8080@gmail.com Mar 27th 2026, 11:17 AM
- Client (1) - Thi Kim Anh Nguyen viewed the signing request. Mar 29th 2026, 12:31 PM
- Client (1) - Thi Kim Anh Nguyen signed the document. Mar 30th 2026, 2:50 PM

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Form

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Recipients (1)

Client (1) - Thi Kim Anh Nguyen
khoa8080@gmail.com