AUSTRALIAN INSTITUTE OF CONVEYANCERS VIC DIVISION INC

Vendors Statement to the Purchaser of Real Estate Pursuant to Section 32 of the Sale of Land Act ("the Act")

ALCORE CONVEYANCING

PO Box 19 Hallam 3803
Phone: 1300 655 996 Fax: 9703 1175
Email: carole@alcore.com.au

Our ref: P/29834

Vendor: Darko Perovic and Mirjana Perovic

Property: Unit 5 / 5 Hope Court, Frankston

1. Financial matters in respect of the land

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

	Authority	Amount
1.	Frankston City Council	1,282.30 p.a.
2.	South East Water	900.00 p.a. (approx.)
3.	Owners Corporatoin No. 13172	1,200.00 p.a.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

a. Their total does not exceed $4,000.00 p.a.

b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are – NIL.

2. Insurance details in respect of the land

(a) if the contract provides that the land does **NOT** remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

Not applicable.

(b) Owner Builder. If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

No such insurance has been effected.

3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

i. Description:
ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:
iii. To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements which are not registered or required to be registered against the Certificate of Title.

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

(c) There is access to the property by road.

(d) in the case of land to which a planning scheme applies – are contained in the attached planning report.

4. Notices made in respect of land

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

(b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes;

(c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***;

None to the Vendor's knowledge, save those relating to apportionable outgoings. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless these have been communicated to the Vendor.

5. Building permits

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

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

6. Information relating to any owners corporation

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

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***).

8. Disclosure of non-connected services

The following services are **NOT** connected to the land – NOT APPLICABLE.
telephone service.

The Vendor reserves the right to have some of the services disconnected prior to or at settlement. Any reconnection costs will be paid for by the Purchaser.

9. Evidence of title

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

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

(b) in any other case, a copy of—

(i) the last conveyance in the chain of title to the land; or

(ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision—

(i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or

(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988 –**

(i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and

(ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and

(iii) Details of any proposals relating to subsequent stages that are known to the vendor; and

(iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed -

(i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or

(ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

The day of this Statement is the .....day of 20

Signed by the Vendor:

X.....
Darko Perovic

X.....
Mirjana Perovic

The Purchaser acknowledges being given a duplicate of this Statement signed by the Vendor before the Purchaser signed any Contract.

The day of this Acknowledgement is the .....day of.....20

Signed by the Purchaser:

X.....

X.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

NOTICE TO PURCHASER

PURSUANT TO SECTION 14-255 SCHEDULE 1

OF THE TAXATION ADMINISTRATION ACT 1953 (CTH) (Act)

Purchaser GST Withholding Obligations

The Vendor hereby gives Notice that the Vendor warrants and confirms that the Property set out below is NOT new residential premises or potential residential land as defined in Section 14-250 of the Act and the Purchaser has **NO** GST withholding obligations.

Vendor: Darko Perovic and Mirjana Perovic

Property: Unit 5 / 5 Hope Court FRANKSTON VIC 3199

Register Search Statement - Volume 9314 Folio 600

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

VOLUME 09314 FOLIO 600 Security no : 124089052999Q
Produced 01/04/2021 01:08 PM

LAND DESCRIPTION

Lot 5 on Registered Plan of Strata Subdivision 013172.
Created by instrument H197008 22/03/1981

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DARKO PEROVIC
MIRJANA PEROVIC both of 5/5 HOPE COURT FRANKSTON VIC 3199
AG786828G 30/09/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG786829E 30/09/2009
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP013172 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 5 5 HOPE COURT FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP013172

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 01/04/2021, for Order Number 67354931. Your reference: P/29834.

Delivered by LANDATA®, timestamp 01/04/2021 13:40 Page 1 of 4
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RP 13172

PLAN OF STRATA SUBDIVISION RP13172

THE PARCEL – The land the subject of Plan of Subdivision No. 67041 being part of Crown Allotment 4 Section C Parish of Frankston County of Mornington

POSTAL ADDRESS OF BUILDING – 5 Hope Court Frankston 3199

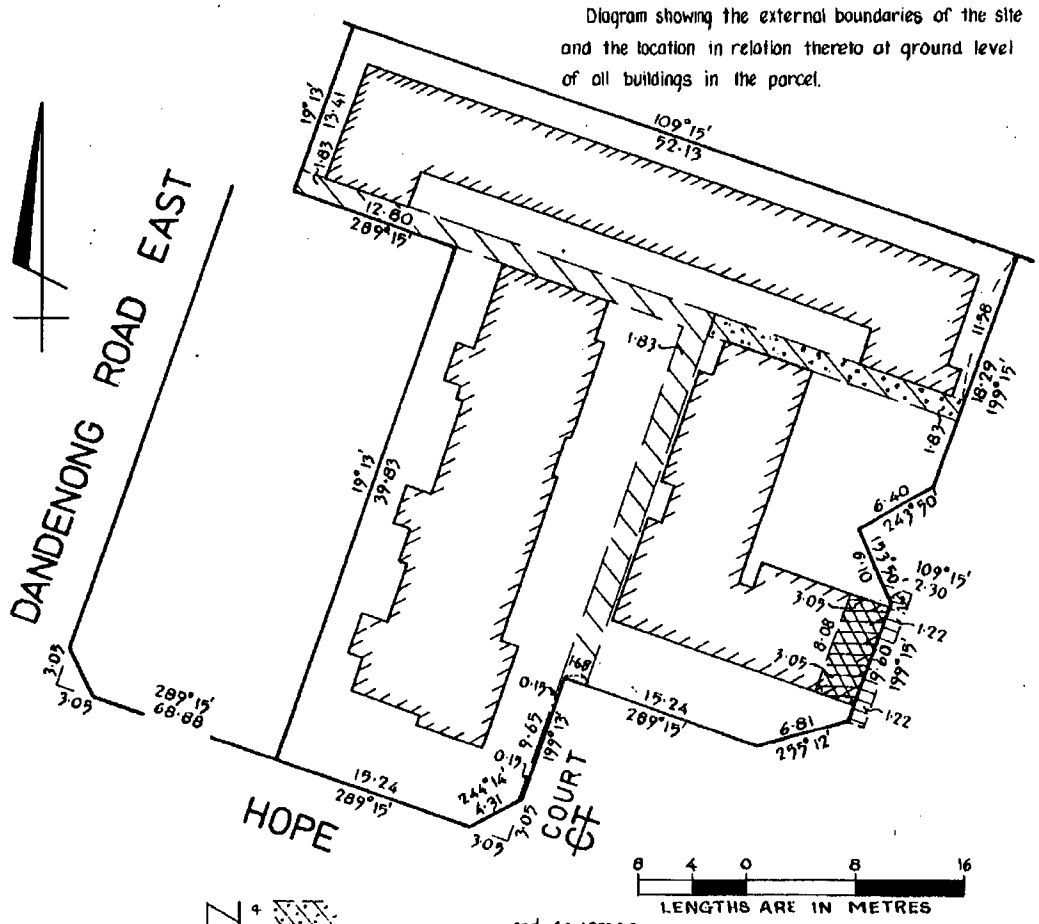
FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED under Part IV of the Strata Titles Act 1967

TIME 8·55

DATE 22 MARCH 1979

Diagram showing the external boundaries of the site and the location in relation thereto at ground level of all buildings in the parcel.



The land shown thus [hatched] is an easement for drainage and sewerage purposes vide L.P. 67040.
This easement affects part of the common property.

The land shown thus [cross-hatched] is a party wall easement vide Creation of Easement D464927.
This easement affects Part of unit 10 ~~and Part of the common property.~~

The land shown thus [ruled] is an appurtenant easement for the purpose of overhanging eaves of any building erected on unit 10 vide Creation of Easement D319866.

THE LAND SHOWN THUS [ruled] IS ENCUMBERED BY ANY OTHER EASEMENTS AFFECTING THE SAME.
THIS EASEMENT AFFECTS PART OF THE COMMON PROPERTY.

SURVEYORS CERTIFICATE

I, G.R. SHACKLOCK of 3 Glenmore Court Seaford, a surveyor licensed under the Land Surveyors Act 1978 certify that this plan has been made by me or under my personal direction and supervision from the measurements, bearings and other particulars shown on plan of subdivision No. 67041 and the certified copy of the field notes relating thereto lodged with the Registrar, except those relating to the boundaries of the allotments on the plan determined by levels.

23/6/78 ..... 23/6/78

Sheet 1 of 3 Sheets

P.S. 343

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AP 13172

SCHEDULE OF UNIT ENTITLEMENT & UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

LEGEND

The building in the parcel a part of which is contained in each of units 1 to 3 (both inclusive) is a single storey building.

The building in the parcel a part of which is contained in each of units 4 to 7 (both inclusive) is a single storey building.

The building in the parcel a part of which is contained in each of units 8 to 10 (both inclusive) is a single storey building

The upper boundary of each of units 1 to 10 (both inclusive) is ten metres above that part of the site which is within the vertical or near vertical boundaries of the relevant unit as shown on the diagram on sheet 3 thereof; the lower boundary of each of these units is two metres below that part of the site.

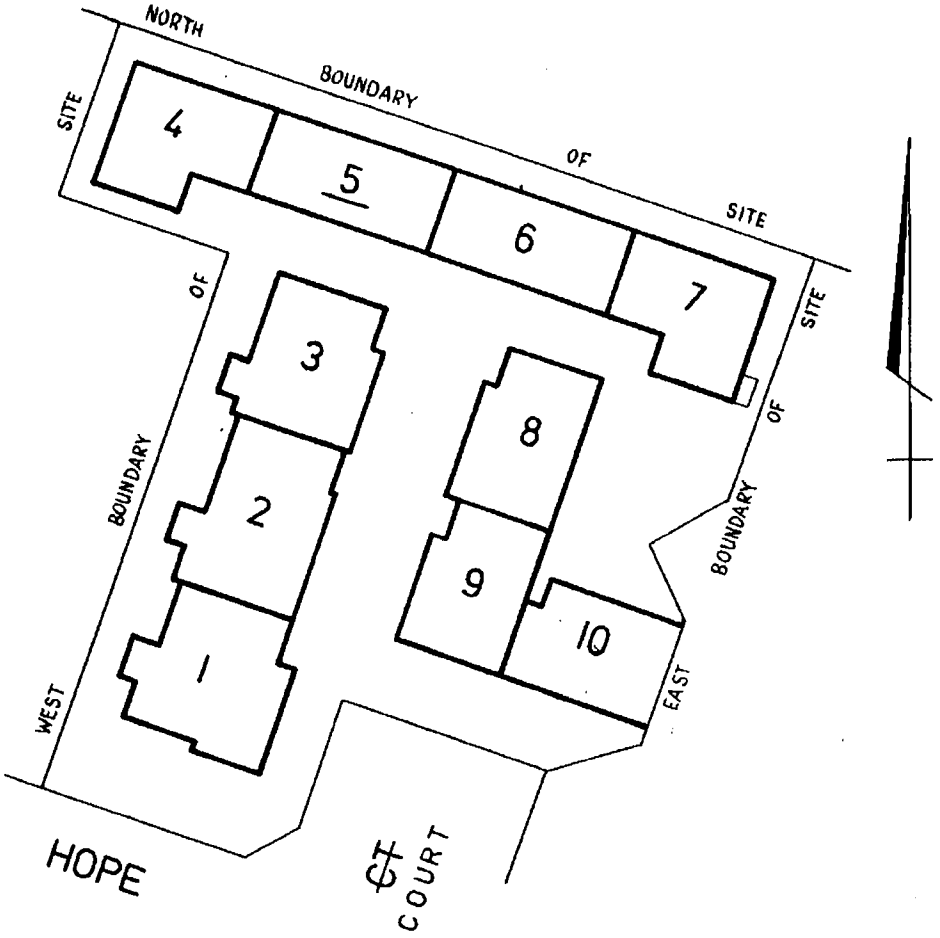
No unit on the site is an accessory unit.

The common property is all the land in the parcel except the land in units 1 to 10 (both inclusive)

23/6/15

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FP 131 72



8 4 0 10 20

LENGTHS ARE IN METRES

23/6/78

Sheet 3 of 3 Sheets

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THIS IS THE ANNEXED SHEET MARKED A
REFERRED TO IN R.P. 13172

ASSISTANT REGISTRAR OF TITLES

ENDORSEMENT	ENTERED
NOTIFICATION PURSUANT TO SECTION 246(2) OF ACT 7551	AT 3.20 PM
Nº. V.230163	ON 21. 11. 1980
	Assistant Registrar of Titles

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP013172

The land in RP013172 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 10.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
1/9 COOLAC STREET CHELTENHAM VIC 3192

AL279576S 08/08/2014

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:
1. J230163

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/04/2021 01:25:52 PM

OWNERS CORPORATION
PLAN NO. RP013172

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Total	**100.00**	**100.00**

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.

Property Report from www.land.vic.gov.au on 01 April 2021 01:54 PM

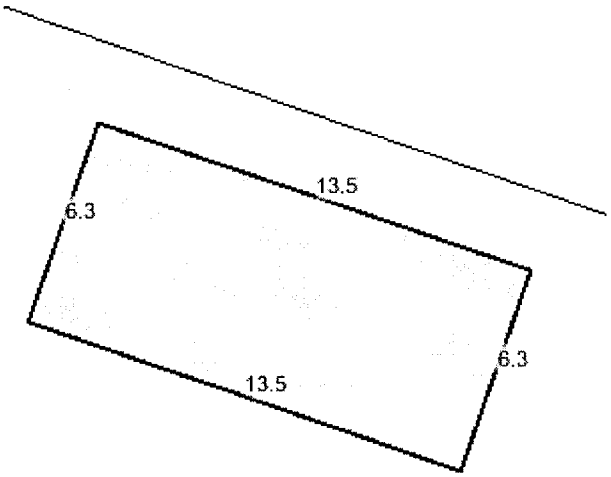
Address: UNIT 5/5 HOPE COURT FRANKSTON 3199
Lot and Plan Number: Lot 5 RP13172
Standard Parcel Identifier (SPI): 5\RP13172
Local Government (Council): FRANKSTON **Council Property Number:** 225416
Directory Reference: Melway 100A H1

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 85 sq. m
Perimeter: 40 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.

For more accurate dimensions get copy of plan at **Title and Property Certificates**

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State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN
Legislative Assembly: FRANKSTON

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: South East Water
Melbourne Water: inside drainage boundary
Power Distributor: UNITED ENERGY (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 30 March 2021.

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 Planning Schemes Online

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.*
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

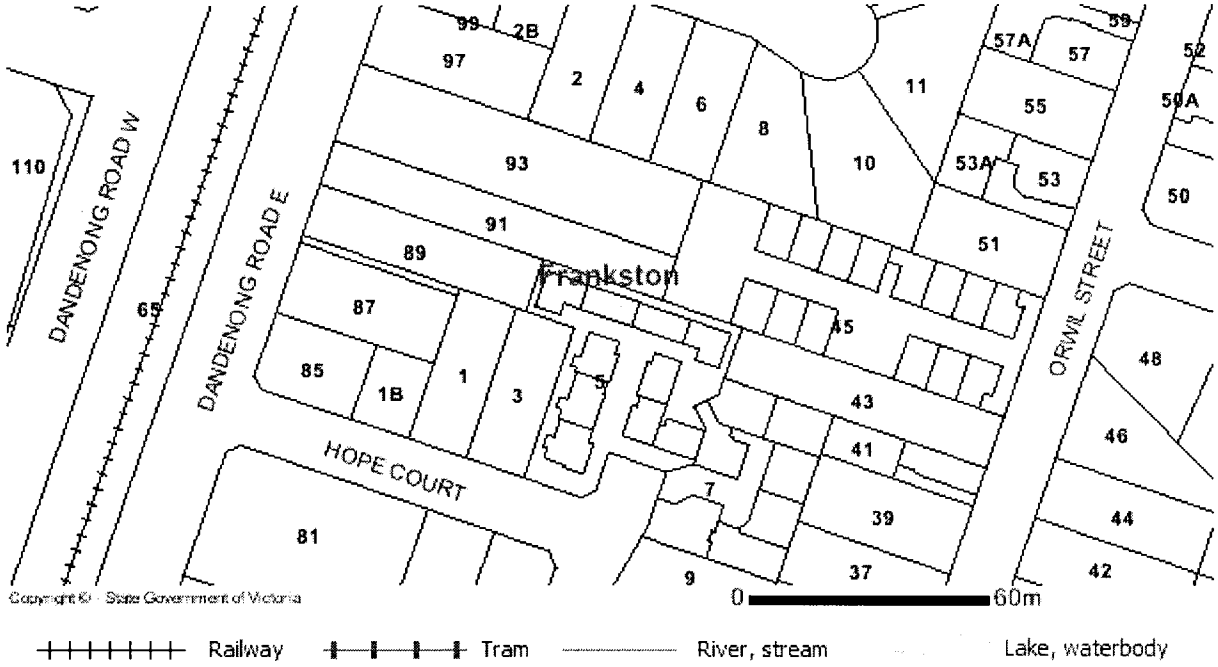
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html

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Area Map



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Rate and Valuation Notice 2020–2021

Tax Invoice
ABN 49 454 768 065

Rates and charges for the period
1 July 2020 to 30 June 2021

Darko Perovic and Mirjana Perovic

Notice date: **14/08/2020**

Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au

027
1028292
R3_18761

Assessment No./Reference No. **0010798 5**

Ward: **North-West**

Property details

5/5 Hope Court, Frankston 3199
Lot 5 RP 13172

Australian Valuation Property Classification Code:
120 : Single Strata Unit/Villa Unit/Townhouse

Date of valuation:	1/01/2020
Site Value (SV):	$110,000
*Capital Improved Value (CIV):	$290,000
Net Annual Value (NAV):	$14,500
Valuation Effective Date:	1/07/2020

*Capital Improved Value includes land and any improvements

Financial details

Declared on: 1 June 2020

General Rate	0.002326 cents in $ on $290,000	$674.55
Municipal Charge		$166.40
Garbage Charge 80L @ $317.70	$317.70 x 1	$317.70
Arrears		$616.00

If you're experiencing payment difficulty, there may be additional ways we can assist. Please visit Council's website for payment options

Victorian Government charges

Fire Services Category - Residential	$113.00 + (0.000054 X $290,000)	$128.65

Garbage Charges Include the State Government Imposed Landfill Levy

For email notices:
frankston.enotices.com.au
Reference No: **44D2E289CX**

This notice does not include any adjustments/payments made after **07/08/2020**
Interest is charged at 10% per annum on all overdue payments —
Interest rate is set by the Attorney-General of Victoria

ARREARS (if any)	1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT	TOTAL DUE
$616.00	$940.30	$321.00	$321.00	$321.00	$1,903.30
Due immediately	Due 30/09/2020	Due 30/11/2020	Due 28/02/2021	Due 31/05/2021	

By application only, nine monthly direct debit payments visit: frankston.vic.gov.au

30/09/2020	$759.30	31/12/2020	$143.00	31/03/2021	$143.00
31/10/2020	$143.00	31/01/2021	$143.00	30/04/2021	$143.00
30/11/2020	$143.00	28/02/2021	$143.00	31/05/2021	$143.00

How to pay

Online
Using a Visa, Mastercard or debit card via Council's website.
Visit: frankston.vic.gov.au

BPAY
Contact your participating financial institution to pay from your cheque, savings or credit card account.
Visit: bpay.com.au
Biller Code: 1966
Ref: 00107985

Phone or Post Billpay
Using a Visa, Mastercard or debit card.
Phone: 1300 721 138
Ref: 00107985
or
By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 00107985

Centrepay
Deducted from your Centrelink payments.
Learn more: centrelink.gov.au
CRN: 555014543H
Ref: 00107985

Direct Debit
By application to council only, for more information please visit: frankston.vic.gov.au

Mail
Attach cheque or money order to this portion of your notice and post to:
Frankston City Council
PO Box 490
Frankston 3199
Receipts not issued for mail payments

In Person
By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).
Present this notice with payment at any Council Customer Service Centre.
Find your nearest location: frankston.vic.gov.au

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

SAI GLOBAL - PSP
E-mail:
authority@property.saiglobal.com

Statement for property:
UNIT 4 LOT 5 5 HOPE COURT
FRANKSTON 3199
5 RP 13172

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51H//10484/6	67380049:102651282	06 APRIL 2021	38547674

1. Statement of Fees Imposed

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

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	$79.02
Melbourne Water Corporation Total Service Charges	01/04/2021 to 30/06/2021	$26.08
Water Service Charge	01/04/2021 to 30/06/2021	$25.53
Sewerage Service Charge	01/04/2021 to 30/06/2021	$93.02
Subtotal Service Charges		$223.65
Payments		$79.02
TOTAL UNPAID BALANCE		$144.63

- The meter at the property was last read on 25/01/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	**$0.47 per day**
Sewage Disposal Charge	**$0.15 per day**

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

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

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

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

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

ASSET INFORMATION - SEWER & DRAINAGE

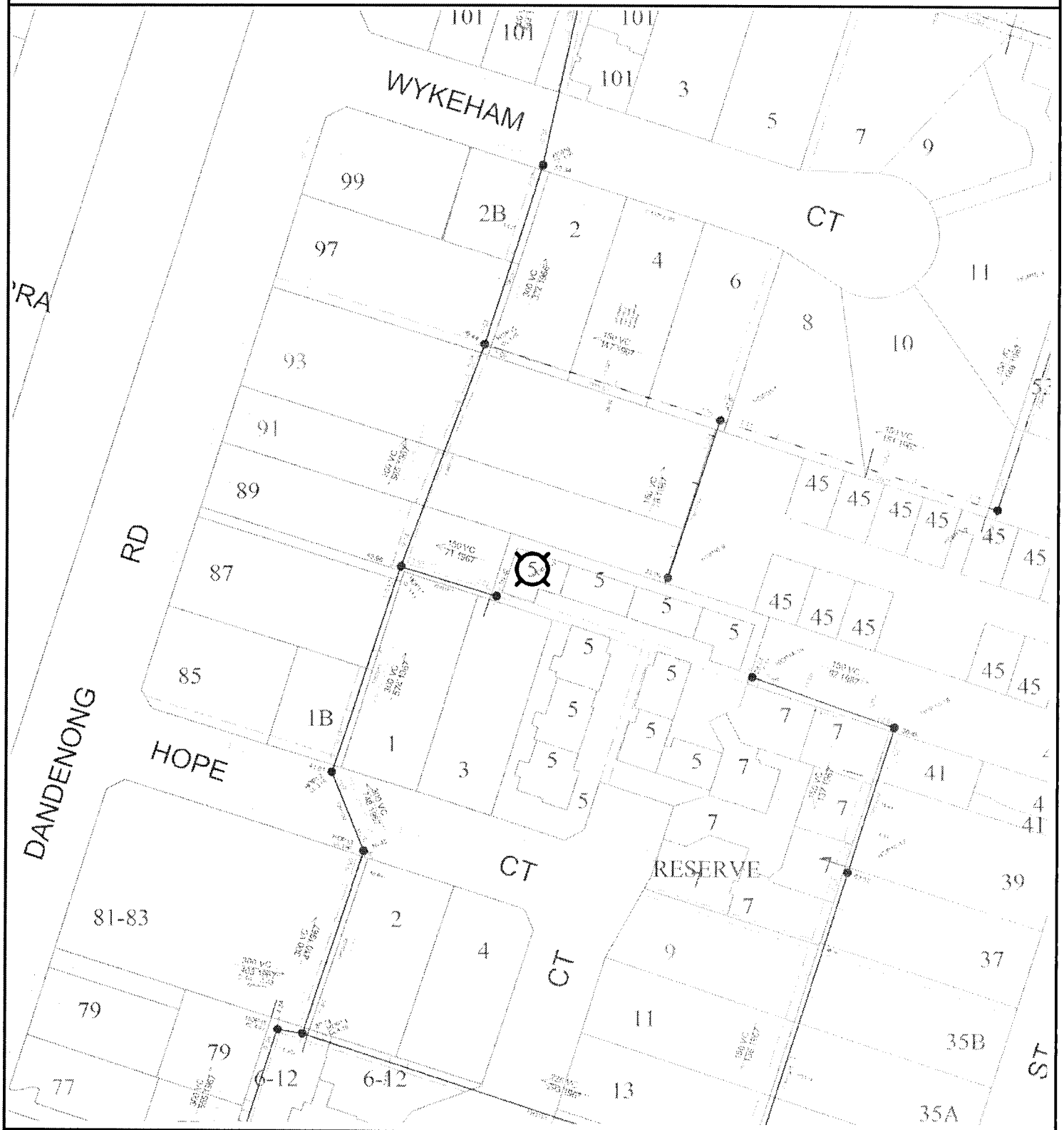
South East Water

Property: Lot 5 UNIT 4 5 HOPE COURT FRANKSTON 3199

Case Number: 38547674

20 0 20 40
Scale in Metres

Date: 06APRIL2021



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

Title/Road Boundary	Subject Property	Maintenance Hole	
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	225 VC 280 MOR Direction of Flow	<1.0>	Offset from Boundary

Melbourne Water Assets

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

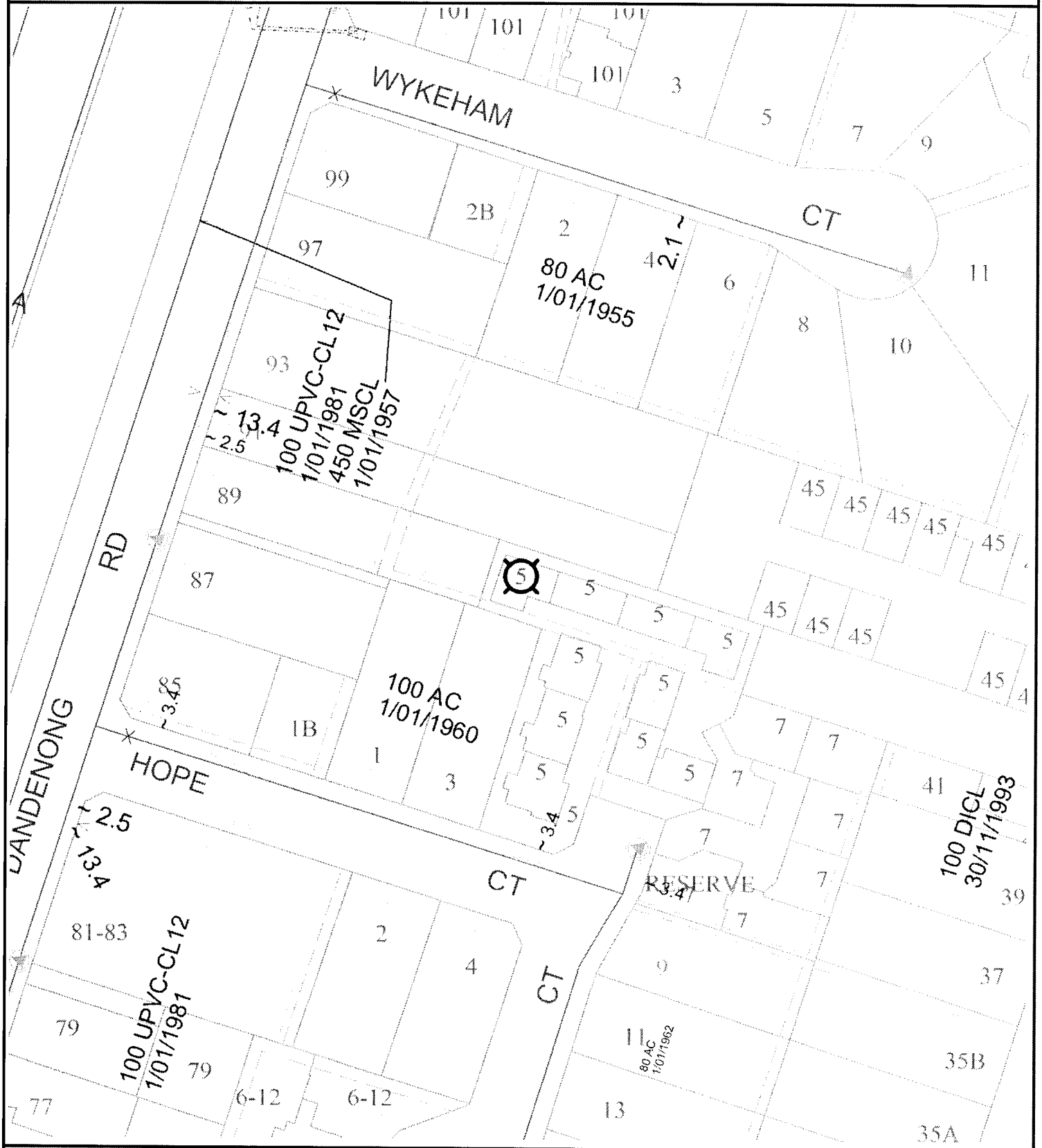
ASSET INFORMATION - WATER

Property: Lot 5 UNIT 4 5 HOPE COURT FRANKSTON 3199

Case Number: 38547674

Scale in Metres: 20 0 20 40

Date: 06APRIL2021



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

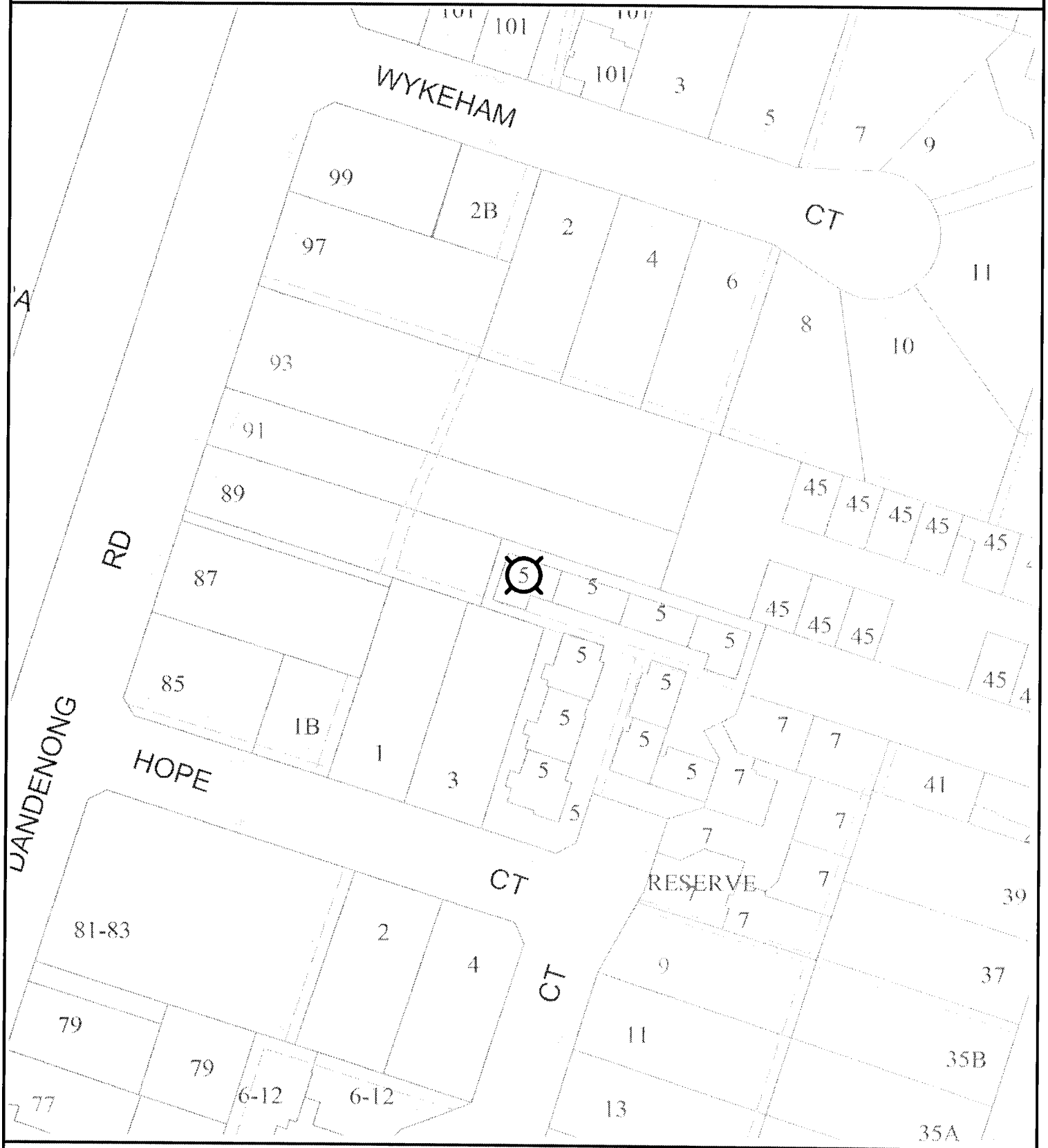
Property: Lot 5 UNIT 4 5 HOPE COURT FRANKSTON 3199

20 0 20 40

Scale in Metres

Case Number: 38547674

Date: 06APRIL2021



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~10 — Offset from Boundary

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **13172**
Address **5 Hope Court, FRANKSTON VIC 3199**

This certificate is issued for Lot **5** on Plan of Subdivision No **13172**
Postal address is BDeL Body Corporate Management
21/136 Keys Road
CHELTENHAM VIC 3192

Applicant for the certificate is **Darko & Mirjana Perovic**

Address for delivery of certificate **darkoperovic7@gmail.com**

Date that the application was received **30th March 2021**

IMPORTANT:
The information in this certificate is issued on **31 March 2021**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current quarterly fees for the lot are $300.00.

(b) The date up to which the fees for the lot have been paid is 31 Dec 2020.

(c) The total of any unpaid fees or charges for the lot is:

Administrative Fund	
Amount owing	$300.00
Interest owing	$6.58
Total amount owing	$306.58
Maintenance Fund	
Amount owing	$0.00
Interest owing	$0.00
Total amount owing	$0.00

Note: Settlement Fees can be paid using the following details:
Biller Code: 96503
EFT Reference Number: 297924987 31731

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: Please refer to the AGM minutes for any potential special levies

(f) The owners corporation has the following insurance cover:

Policy No. VRSC1600290 3 Strata Community Insurance Australia
Type: Strata Broker:

Premium: $3,775.28 Paid on: 29/06/2020 Policy start date: 30/06/2016 Next due: 30/06/2021

Cover	*Sum insured*	*Excess*
BUILDING	$2,950,000.00	$500.00
LEGAL LIABILITY	$10,000,000.00	$500.00
FIDELITY GUARANTEE	$100,000.00	$500.00
VOLUNTARY WORKERS	$200,000.00	$500.00
LOSS OF RENT & TEMP ACCOM	$421,246.00	$500.00
GOVT AUDIT COSTS	$25,000.00	$500.00
APPEAL EXPENSES	$100,000.00	$500.00
LEGAL DEFENCE EXPENSES	$50,000.00	$1,000.00
LOT OWNER FIXT & IMPROV	$300,000.00	$500.00

Commission $0.00

The Buildings covered by the Policy are situated at: **5 Hope Court, FRANKSTON VIC 3199**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: NIL

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:

There are no notices or orders as at 31 March 2021.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?
If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is Bdel Body Corporate Management South East
Unit 21 / 136 Keys Rd
CHELTENHAM VIC 3192

Telephone: 03 8673 5198

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements

A copy of the minute of the last annual general meeting of the owners corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 31 March 2021

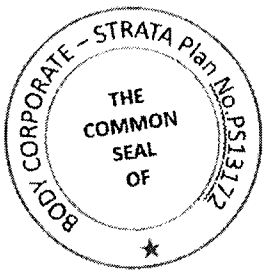
This owners corporation certificate was prepared by:



.....(signature)

Cindy Bonwick
Bdel Body Corporate Management South East
Unit 21 / 136 Keys Rd
CHELTENHAM VIC 3192

Info@bdel.com.au



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

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights.

You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an Owners Corporation

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

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

BDeL Body Corporate Management South East Pty Ltd
ABN 75 133 104 173
Unit 21, 136 Keys Rd, Cheltenham VIC 3192
P/ 03 8673 5198 F/ 03 5826 0329
BLA 788

Balance Sheet
As at 28/02/2021

The Owners of OC--13172 — 5 Hope Court, FRANKSTON VIC 3199

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	6,808.97
Owners Equity--Admin	17,394.78
	24,203.75
Maintenance Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	**$24,203.75**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	23,919.13
Receivable--Levies--Admin	595.85
	24,514.98
Maintenance Fund	
	0.00
Unallocated Money	
	0.00
Total assets	24,514.98
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	311.23
	311.23
Maintenance Fund	
	0.00
Unallocated Money	
	0.00
Total liabilities	311.23
Net assets	**$24,203.75**

BDeL Body Corporate Management South East Pty Ltd
ABN 75 133 104 173
Unit 21, 136 Keys Rd, Cheltenham VIC 3192
P/ 03 8673 5198 F/ 03 5826 0329
BLA 788

Minutes of the Annual General Meeting

Owners Corporation 13172
5 Hope Court, FRANKSTON VIC 3199

Meeting Details
Date: Tuesday, 04 August 2020
Address: Telephone or Zoom
Meeting Commenced: 11:30 AM

REGISTRATION OF ATTENDANCE
BDeL Representative - Cindy Bonwick

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Dew, Tracey L
3	3	Yes	McMahon, Brendan Alan
6	6	Yes	Wollmer, Karen
7	7	Yes	Clarke, Margaret Lesley

1 Quorum
A quorum could not be declared at the meeting hence all resolutions passed will be interim decisions only as prescribed by the Owners Corporation Act 2006, Section 78 (1).

The Owners Corporation Act 2006 stipulates:
Section 78. Can a general meeting proceed even without a quorum?
(1) Subject to sub-section (4). If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.
(3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).
(4) Interim resolutions become resolutions of the Owners Corporation -
(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period. (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.
Note: The effect of sub-section (4) is that the interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

2 Appointment of Chairperson of the Meeting
Resolved - Cindy Bonwick appointed to chair the meeting.

3 Adoption of Previous Minutes
Resolved - The Minutes of the previous AGM were confirmed as a true and correct record of the meeting.

4 Reports To Be Tabled/Obtained

4.1: Resolved - Accept reports as tabled.

4.2: Resolved - A Maintenance Plan, OH&S Audit, Registered Valuation for Insurance purposes and Asbestos Inspection and Management Plan are not required.

5 Financial Reports, Budget & Levies

5.1: Resolved - The Financial Reports provided with the Notice of Meeting dated 30/06/2020 be accepted as tabled and adopted.

5.2: Resolved - The proposed Administration and/or Budget provided with the Notice of Meeting be accepted and adopted.

6 Insurance

6.1: Resolved - The Owners Corporation Manager upon receiving the renewal for the Insurance are to obtain 3 quotes and forward to all owners via a ballot for a decision. If a decision cannot be achieved then the current Insurers quote will be retained.

6.2: Resolved - If the Owners Corporation or a member of the Owners Corporation makes an insurance claim against the Owners Corporation's Insurance Policy for damage caused by another member, the insurance excess incurred will be charged to the member that caused the damage.

7 Penalty Interest & Debt Recovery

7.1: Resolved - The Owners Corporation will charge interest to the lot owner at the1% less than the maximum rate payable under Section 2 of the Penalty Interest Rate Act 1983(VIC) on any monies that remain outstanding 60 days from the due date. Such interest is to apply from the due date unless the Owners Corporation Committee elect to waive the payment of interest.

7.2: Resolved - That the Manager can arrange on behalf of the Owners Corporation for the issuing of proceedings at VCAT or a competent court of jurisdiction for the recovery of any outstanding debt. All costs, charges and expenses incurred by the Owners Corporation in the recovery of any debt owing to the Owners Corporation will be charged back to the lot owner owing the debt.

7.3: Resolved - The Manager has sole discretion re the waiving of interest and placing on hold any debt recovery action in circumstances where an owner has proven that they are suffering financial hardship due to COVID 19 and has had a satisfactory payment history over the last 12 months.

8 Committee Elections

8.1: Resolved - No Committee formed.

8.2: Resolved - The Owners Corporation Manager, in the absence of a committee, will act as the Grievance Committee.

8.3: Resolved - In the absence of a committee, the Owners Corporation delegates to BDeL Body Corporate Management all the powers and functions of the Owners Corporation that maybe delegated in accordance with Section 11 of the Owners Corporation Act 2006.

9 Appointment/Confirmation of OC Manager

Resolved - BDeL Body Corporate Management to be reappointed as per the Contract of Appointment forwarded with the Notice of Meeting.

10 General Business

Resolution - Unit 1 can proceed with errection with front fence as per their preferred style.

Note - reminding all owners that they must follow proper process in realtion to boundary fence replacement a and alteration of exterior portions of untis that face the common area. Also reminder that trades must comply with council regulations in regard to work times.

Resolution - Unit 8 to cut back oleander that overhangs common area, also cut back camelia bush from around gas meters so that meters can be read.

Resolution - Unit 2 to be advised that since erection of new boundary fencing gas meter now cannot be read.

Resolution - Driveway to be looked at and reccomendatoin to be sought for replacement

Resolution - Units 2, 5 & 9 to be reminded maintain gardens, if they are not tidied up prior to the start of the

October then managment will arrange to have gardens cleaned up and costs to be charged back to the lot owners.

Meeting Closed: 12:00PM

Additional Information:

Financial Service Reform Act - BDeL Body Corporate Management South East Pty Ltd, is an authorised representative of CHU Underwriting Agencies Pty Ltd, an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd and of Whitbread Insurance Brokers. Any information given on insurance is general advice and not personal advice, should you require any additional insurance information you should contact the insurer directly.
BDeL Body Corporate Management is an authorised insurance distributor of Strata Community Insurance Agencies Pty Ltd and Insurance Australia Limited trading as WFI.

Standing Order - is a direction to renew insurance with the same policy benefits and increase the limits of cover for insurance to reflect inflation in line with the index used by the insurer. This is not an indication as to the replacement value of the property.

Insurance Valuation - under the Owners Corporation Act 2006 Section 59 part 1, 2 & 3, the Owners Corporation is required to hold sufficient insurance cover for full reinstatement of the property. Industry recommendation is that a registered valuation be obtained every 5 years. NB - Prescribed Owners Corporations must obtain a valuation every 5 years.

Insurance Commission - We confirm that we may receive a commission for insurance up to 20% of the base premium as a charge relating to the referral of business and assistance in the management of insurance claims. Please note that this does not increase the insurance premium.

Contents Insurance - Owners are advised the Owners Corporation Insurance does not cover contents such as carpet, window coverings, lights fittings, or any other personal items or legal liability and may not cover floating floorboards within an owner's title - owners should consider carrying their own insurance for these items.

Smoke Alarms - Owners are advised it is law to have a working smoke alarms/detector to all properties. Owners please ensure you have these fitted, insurance cover could be void in the event there is not working smoke alarms/detectors fitted.

Occupational Health & Safety - members of the Owners Corporation are reminded the Owners Corporation has obligations under the Occupational Health and Safety Act 2004 to ensure the property is safe for anyone entering the property. All common property is deemed to be a workplace and must comply fully with the requirements of the Act & any revision or Code of Practice. The Owners Corporation must ensure the Common Property is free from hazards to health and safety for contractors, employees, volunteers and self-employed person coming onto the property. Owners are reminded that they share a "Duty of Care" to inspect the common property on a regular basis and report any potential hazards to Management for attention.

As of January 1st, 2012, the common area of all Owners Corporation will be deemed a work place under the OH & S Act This will require certain obligations under the OH & S Act to ensure the Owners Corporation complies with the Act i.e. to ensure the property is safe and has safe working conditions for all people attending the property.

Schedule 2—Model rules for an owners corporation

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot

owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(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**.

consumer.vic.gov.au/duediligencechecklist

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

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Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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