

DATED

2025

Priyantha Balasuriya Arachchige & Nimani Dinesha Jayawardena

to

CONTRACT OF SALE

Property: 2/4 TRAINOR Court, Noble Park VIC 3174

**PRESTIGE LAWYERS
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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**

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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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/s:

..... on/...../2025

Print name(s) of person(s) signing: Priyantha Balasuriya Arachchige & Nimani Dinesha Jayawardena

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF	
<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none">• you bought the property at a publicly advertised auction or on the day on which the auction was held; or• you bought the land within 3 clear business days before a publicly advertised auction was to be held; or• you bought the land within 3 clear business days after a publicly advertised auction was held; or• the property is used primarily for industrial or commercial purposes; or• the property is more than 20 hectares in size and is used primarily for farming; or• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or• you are an estate agent or a corporate body.

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: Area Specialist
Address: 2/43-47 Fiveways Boulevard Keysborough VIC 3173
Email: lwidjaja@areaspecialist.com.au
Tel: 0430355225

Vendor/s

Priyantha Balasuriya Arachchige & Nimani Dinesha Jayawardena

1/4 Condon Court, Keysborough VIC

Vendor's legal practitioner or conveyancer

Prestige Lawyers

47 Riverstone Bvd Clyde North VIC 3978

Email: info@prestigelawyers.com.au
Tel: 03 5998 0918 Fax: 03 9923 6050 Ref: 2025/2390

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot on plan
Volume 09876 Folio 050	Lot 2 of PS031552G

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property address

The address of the land is: 2/4 TRAINOR Court, Noble Park VIC 3174

Goods sold with the land (general condition 6.3(f))

All fixed floor coverings, fixtures and fittings of permanent nature as inspected at the time of sale.

Payment

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

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2 & **Special Condition 5 – Holiday Closure 19-12-2025 to 10-01-2026**) is due on

Lease (general condition 5.1)

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

~~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:

Building Inspection (general condition 21)

This contract is subject to Building inspection

Pest Inspection (general condition 22)

This contract is subject to Pest inspection

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

1 – Purchaser Acknowledgements

1.1 The Purchaser acknowledges that they are purchasing the Property as a result of their **own enquiries and inspections**, and are **not relying upon any representation, statement or warranty** made by the Vendor or any other person on the Vendor's behalf, **except as expressly set out in this Contract**.

1.2 Without limiting the generality of the foregoing, the Purchaser accepts the Property:

- (a) in its present condition and state of repair;
- (b) with its present fixtures and fittings;
- (c) subject to all defects, whether latent or patent;
- (d) subject to any infestations or dilapidation;
- (e) subject to all existing water, sewerage, electrical, gas, telephone, drainage and plumbing services and connections in respect of the Property; and
- (f) subject to any disclosed non-compliance with the *Local Government Act 1989 (Vic)*, the *Building Act 1993 (Vic)*, or any ordinance, regulation or code under those Acts, in respect of any building on the land.

1.3 Provided always that nothing in this Special Condition shall:

- (a) limit, restrict or otherwise prejudice the Purchaser's rights (if any) under **General Condition 21 (Building Report)** of the Contract;
- (b) limit, restrict or otherwise prejudice the Purchaser's rights (if any) under **General Condition 22 (Pest Report)** of the Contract; or
- (c) limit, restrict or otherwise prejudice the Purchaser's rights under any other General Condition of the Contract or under any law which cannot be excluded or restricted.

1.4 Subject to clause 1.3, the Purchaser agrees that they shall not, by virtue of this Special Condition alone, seek to terminate, rescind, or make any objection, requisition, claim for compensation, or rectification of any defect (latent or patent) in relation to the matters referred to in clause 1.2, **except where** such termination, rescission, objection or claim arises in accordance with the rights expressly conferred upon the Purchaser under this Contract — including but not limited to **General Conditions 21 and 22** or any other General Condition or law which cannot be excluded.

2. Loan - Replacement of General Condition 20.2(c)

General Condition 20.2(c) is deleted and replaced with the following:

“(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, being a **confirmation letter from the financial institution or bank** (and not from finance brokers) confirming that finance has been rejected, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and”

3. IF Sale Subject to Lease

If the land is sold subject to but with the benefit of the tenancies referred to in this contract (The said tenancies) the following condition in this special condition will apply.

- 3.1 Until the payment of the residue of the purchase monies, the vendor may in the ordinary course of business take proceedings in respect of the said tenancies to secure payment of any outstanding monies.
- 3.2 The purchaser shall from the settlement date observe and perform all the obligations of the vendor as landlord contained and implied in the said tenancies referred to in this special condition and shall indemnify the vendor

from all damages costs, expenses, and liabilities which the vendor may incur or suffer as a result of any breach thereof after the settlement date.

- 3.3 Notwithstanding section 141 (1) of the property law act 1958, the vendor shall retain all rights to recover rent (which are recoverable from the tenant) which relate to any period prior to the settlement date and to the extent such retention is ineffective the purchaser shall at the request and expense of the vendor exercise his rights under section 141 (2) of the said act for the benefit of the vendor.
- 3.4 For the avoidance of doubt, it is hereby agreed that the provision of that special condition shall entitle the vendor to recover all rent up to the settlement date inclusive of date of settlement.
- 3.5 The purchaser shall not be entitled to make any objection or make any claims under this contract or otherwise terminate or rescind this contract because of the tenants referred to in the contract shall have vacated the residence situated upon the land occupied by them at the date of this.

4. Guarantee

General condition 3 is replaced with:

If the Purchaser shall be or include a Company, the signatory or signatories warrant that they have authority to sign this Contract on behalf of the Company. In addition, the Company will simultaneously with the execution of this Contract, ensure that each of its directors sign the Guarantee annexed to this Contract. If the duly executed Guarantee is not delivered to the Vendor or the Vendor's legal practitioner by no later than seven (7) days from the Day of Sale, the Purchaser will be deemed to be in default under this Contract, and the Contract will be voidable at the discretion of the Vendor.

5. Christmas & New Year Period

5.1. If settlement has not taken place on or before 19 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 10 January or after of the following calendar year.

5.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 19 December in the calendar year in which settlement is set and 10 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

6. Swimming Pool/Spa(As applicable)

If the property sold includes a swimming pool/Spa as defined in R.S. 13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided. then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

7. General Conditions excluded or Varied.

General Conditions 3, 6.1, 12,15,16, 20, 30

8. Solar Panels (As applicable)

The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

9. Default

9.1 Purchaser's Default and Reasonably Foreseeable Loss

If the Purchaser fails to complete the purchase of the Property on the Settlement Date specified in this Contract, the Purchaser acknowledges and agrees that the following may comprise "reasonably foreseeable loss" that the Vendor will or may suffer for the purposes of General Conditions 32 and 35:

- (a) interest payable by the Vendor under any existing mortgage secured by or in connection with the Property, calculated from the Settlement Date;
- (b) storage costs;
- (c) accommodation expenses;
- (d) removalist cancellation fees and costs;
- (e) legal costs and expenses incurred by the Vendor as a result of the delay in settlement; and
- (f) any loss, cost, or penalty payable by the Vendor to any third party as a result of a delay in settlement of another property that the Vendor is purchasing, including penalty interest payable under any related contract of sale.

The Purchaser acknowledges that the listing of the above items does not limit the generality of what may constitute "reasonably foreseeable loss" suffered by the Vendor.

9.2 Settlement Reschedule or Variation Requests

- (a) If the Purchaser fails to settle on the due date for settlement as set out in the Particulars of Sale ("Due Date"), the Purchaser will be in default under this Contract.
- (b) Any request by the Purchaser for an extension or variation of the Due Date may be considered by the Vendor at the Vendor's absolute discretion. The Vendor is not obliged to grant any such request.
- (c) **Where an extension of the settlement date is granted as a result of the Purchaser's default**, the Purchaser must pay to the Vendor's legal representative the sum of \$220.00 (inclusive of GST), representing the Vendor's reasonable administrative costs and disbursements associated with the rescheduling of settlement.

9.3 Default Notice Fee

If the Purchaser is in default and the Vendor's representative is required to prepare and/or serve a default notice in accordance with General Condition 34 of this Contract, the Purchaser must pay to the Vendor's representative the sum of \$660.00 (inclusive of GST), representing the Vendor's reasonable legal and administrative costs incurred in the preparation and service of that notice.

10. Special Conditions

The Purchaser and the Vendor agree that if it is found that there is any inconsistency between the provisions set out in the General Conditions and the Special Conditions herein, then save and except for manifest error, to the extent of any inconsistency the Special Conditions will prevail and have priority over the General Conditions

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

~~3. GUARANTEE~~

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is

granted.

- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

~~12. BUILDING WARRANTY INSURANCE~~

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. ~~DEPOSIT BOND~~

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

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

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

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

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

- ~~(a) settlement;~~
- ~~(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;~~
- ~~(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and~~
- ~~(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.~~

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

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

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

16. BANK GUARANTEE

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

16.2 — In this general condition:

- (a) — “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) — “bank” means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

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

- (a) — settlement;
- (b) — the date that is 45 days before the bank guarantee expires;
- (c) — the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) — the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

- (a) the purchaser must pay the balance; and
- (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land;
 - and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through the electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building

report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. ~~TERMS CONTRACT~~

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

- ~~(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..

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: PRIYANTHA BALASURIYA ARACHCHIGE AND NIMANI DINESHA JAYAWARDENA

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: 2/4 TRAINOR COURT, NOBLE PARK

Certificate of Title: Volume 09876 Folio 050

Guarantor 1: Name:

Address:

Guarantor 2: Name:

Address:

DATED: this day of 2025

SIGNED SEALED AND DELIVERED by the said)

Print Name)

In the presence of:)

Signature of Witness)

.....
Signature of Guarantor 1

SIGNED SEALED AND DELIVERED by the said)

Print Name)

In the presence of:)

Signature of Witness)

.....
Signature of Guarantor 2

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

Property Type	Existing Residential Private Dwelling
Property Address	2/4 TRAINOR Court, Noble Park VIC 3174
Lot and Plan	2 PS031552G
Volume and Folio	09876/050

Purchaser Details

Purchasers Full Name	As per particulars of sale
Purchaser ABN	

Vendor Details

Vendors Full Name	Priyantha Balasuriya Arachchige and Nimani Dinesha Jayawardena
Vendor ABN	

Transaction Details

Purchase Price	As per particular of sale
GST Withholding amount	No amount payable

Prestige Lawyers

.....
Prestige Lawyers on Behalf of our client/s, Priyantha Balasuriya Arachchige and Nimani Dinesha Jayawardena

UNIT 2 /4 TRAINOR Court, Noble Park VIC 3174
(Property)

VENDOR STATEMENT

Vendor: Priyantha Balasuriya Arachchige and Nimani Dinesha
Jayawardena

PRESTIGE LAWYERS

47 Riverstone Boulevard
Clyde North VIC 3978

Tel: 03 5998 0918

Fax: 03 9923 6050

Email: info@prestigelawyers.com.au

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: UNIT 2 /4 TRAINOR Court, Noble Park VIC 3174

Vendor: Priyantha Balasuriya Arachchige

Vendor's signature

_____/_____/20_____
Date

Vendor: Nimani Dinesha Jayawardena

Vendor's signature

_____/_____/20_____
Date

Purchaser:

Purchaser's signature

_____/_____/20_____
Date

Purchaser:

Purchaser's signature

_____/_____/20_____
Date

1. FINANCIAL

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

Are contained in the attached certificates or Rates Notices.

Their total does not exceed: \$5000.00

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge.

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.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	<input checked="" type="checkbox"/> 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 title document/s.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

There is:

access to the property by road

3.3 **Designated Bushfire Prone Area**

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

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:

Not applicable.

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:

Not applicable.

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:

Not applicable.

5. **BUILDING PERMITS**

5.1 **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):

Not applicable.

6. **OWNERS CORPORATION**

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

Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

GAIC (and Section 7) is NOT applicable on the sale of this property.

8. **SERVICES**

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

Electricity supply

Gas supply

Water supply

Sewerage

Telephone services (may be available to connect)

NOTE: The Purchaser should make all enquiries in relation to the availability of all services prior to settlement as some services may be disconnected by the Vendor should the Vendor or Tenant (if applicable) vacate the premises before settlement. The Purchaser will be responsible for

payment of the reconnection of any services or the cost of connecting any services not connected or available to the property.

9. TITLE

9.1 Attached are copies of the following **title documents**:

- 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

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

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.

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

Page 1 of 2

VOLUME 09876 FOLIO 050

Security no : 124130295095A
Produced 27/11/2025 04:26 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 031552G.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08665 Folio 636
Created by instrument SP031552G 08/05/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PRIYANTHA BALASURIYA ARACHCHIGE
NIMANI DINESHA JAYAWARDENA both of 4 CONDON COURT KEYSBOROUGH VIC 3173
AC687691U 21/02/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ086153B 24/04/2025
ING BANK (AUSTRALIA) LTD

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 SP031552G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 4 TRAINOR COURT NOBLE PARK VIC 3174

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 24/04/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP031552G

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

Page 2 of 2

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. SP031552G**

The land in SP031552G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 6.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

24 HOTHAM STREET TRARALGON VIC 3844

AW613807V 08/03/2023

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	95	95
Lot 3	95	95
Lot 4	100	100
Lot 5	5	5
Lot 6	5	5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/11/2025 04:26:28 PM

**OWNERS CORPORATION
PLAN NO. SP031552G**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	400.00	400.00

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.



Imaged Document Cover Sheet

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

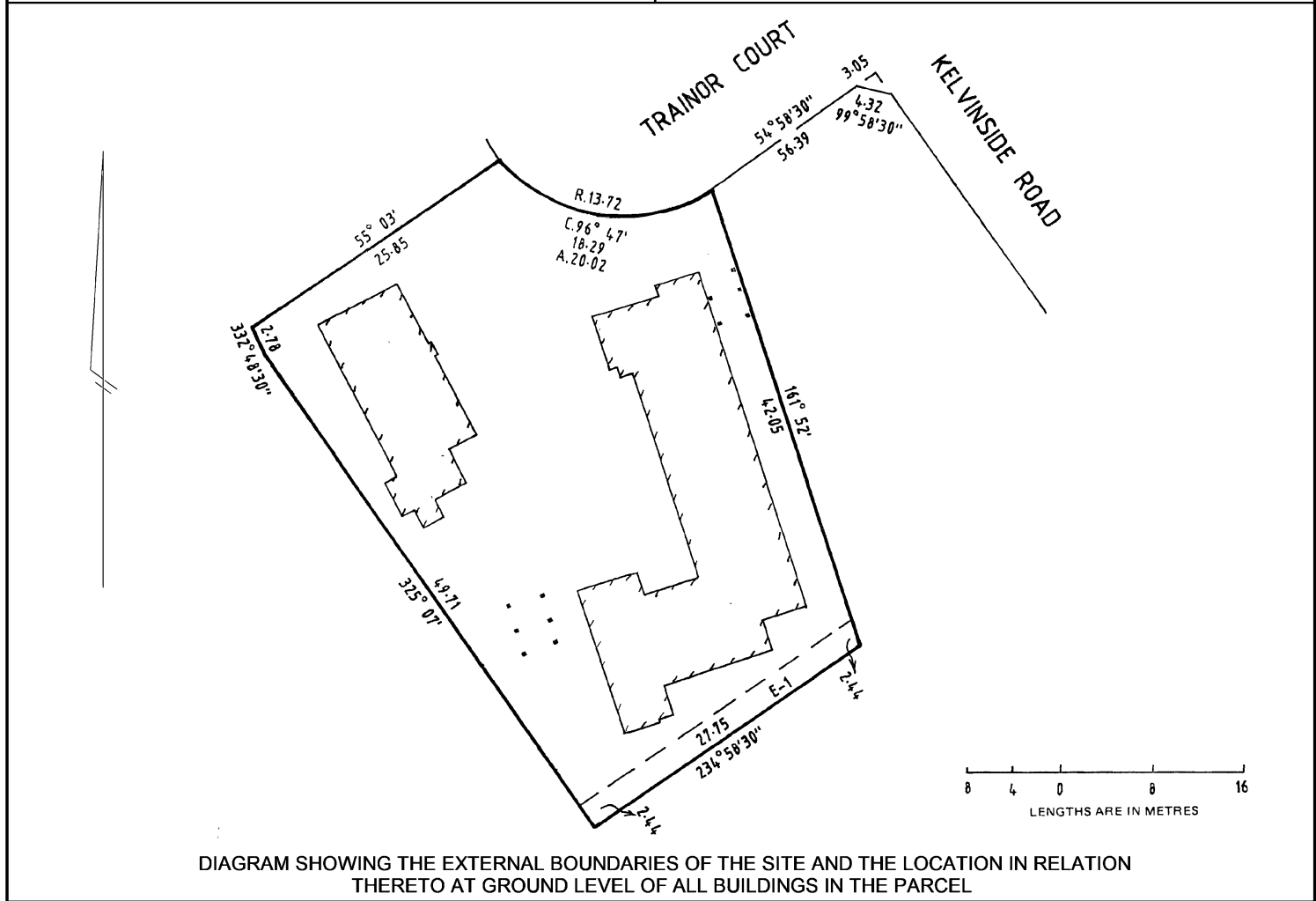
Document Type	Plan
Document Identification	SP031552G
Number of Pages (excluding this cover sheet)	3
Document Assembled	27/11/2025 16:26

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PLAN OF STRATA SUBDIVISION	EDITION 3	SP031552G
LOCATION OF LAND PARISH: DANDENONG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 13 (PART) TITLE REFERENCE: VOL.8665 FOL.636 LAST PLAN REFERENCE: LOT 4 ON LP75450 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 4 TRAINOR COURT NOBLE PARK 3174	FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
	SURVEYOR'S CERTIFICATE Surveyor: STUART ANDREW McFARLAND Certification Date: 24/08/1988 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF SPRINGVALE on 06/02/1989 REGISTERED DATE: 08/05/1989 PLAN UPDATED BY REGISTRAR IN AN661031Q 31/05/2024	



EASEMENT INFORMATION

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

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	2.44	LP75450	LOTS ON LP75450	LOT 3 & CP

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 6 ARE SINGLE STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 6 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
 THE LOWER BOUNDARY OF THESE LOTS IS THAT PART OF THE SITE.

LOTS 5 & 6 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

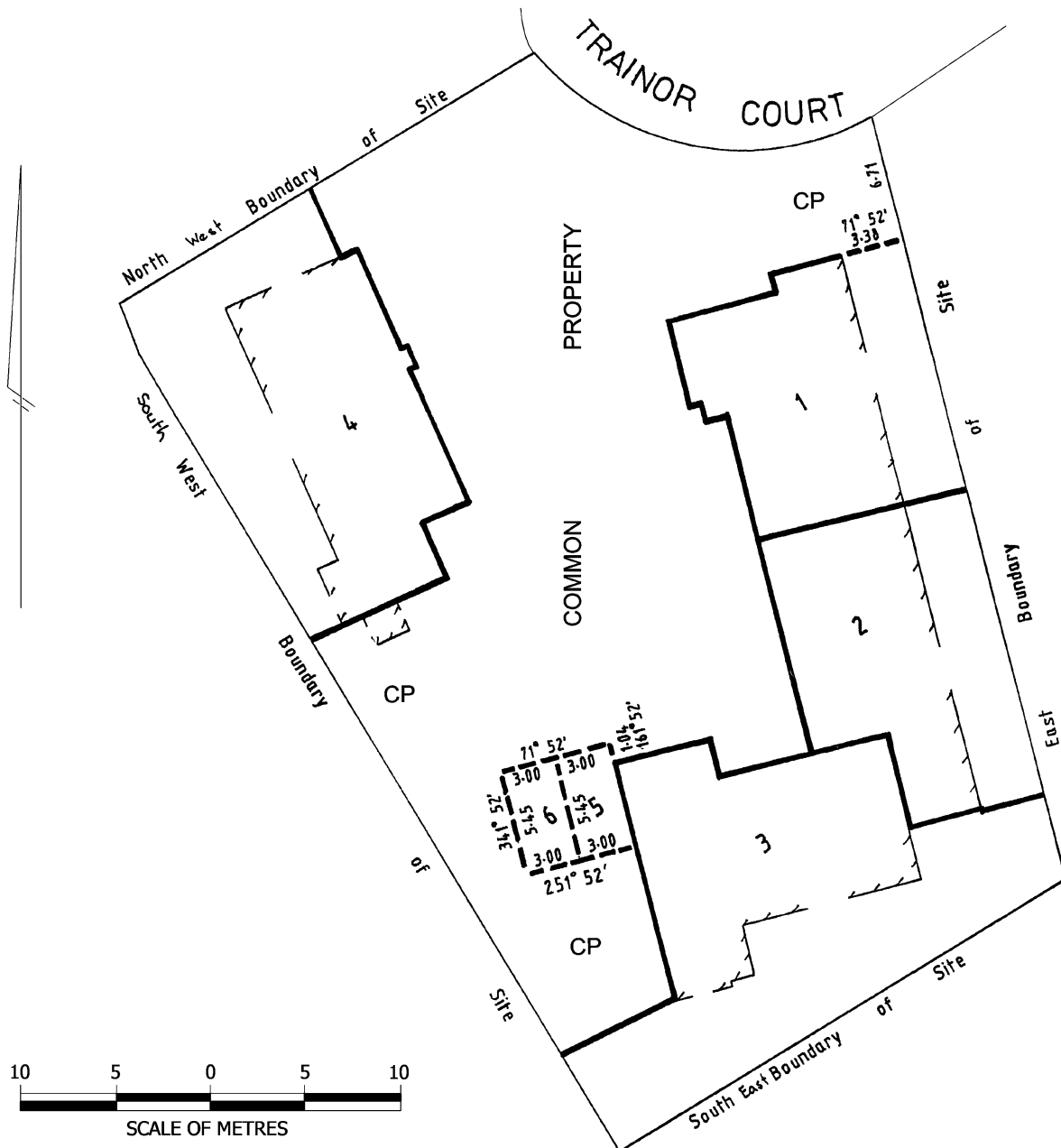
MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 2 & 3 ARE RESTRICTED LOTS.

LOTS 5 & 6 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 2 & 3 IS RESTRICTED.



Created at 28 November 2025 09:13 AM

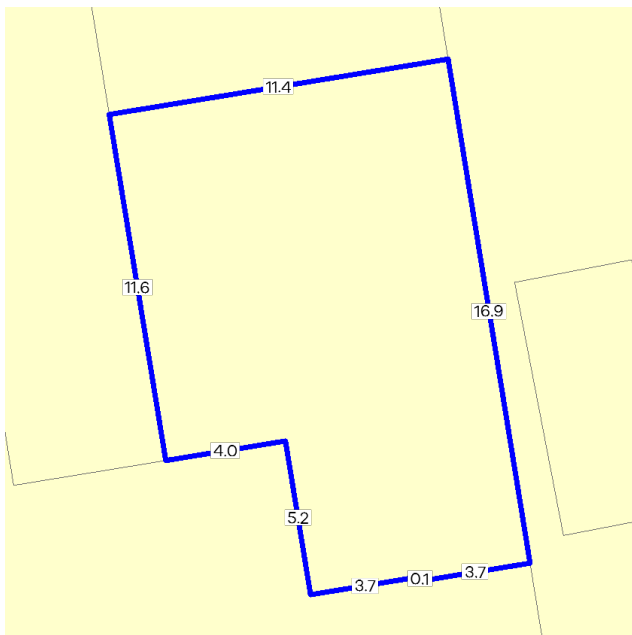
PROPERTY DETAILS

Address: **2/4 TRAINOR COURT NOBLE PARK 3174**
Lot and Plan Number: **Lot 2 SP31552**
Standard Parcel Identifier (SPI): **2\SP31552**
Local Government Area (Council): **GREATER DANDENONG**
Council Property Number: **157300**
Directory Reference: **Melway 80 D11**

www.greaterdandenong.com

SITE DIMENSIONS

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



Area: 170 sq. m

Perimeter: 56 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: **MULGRAVE**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 28 November 2025 09:14 AM

PROPERTY DETAILS

Address: **2/4 TRAINOR COURT NOBLE PARK 3174**
 Lot and Plan Number: **Lot 2 SP31552**
 Standard Parcel Identifier (SPI): **2\SP31552**
 Local Government Area (Council): **GREATER DANDENONG**
 Council Property Number: **157300**
 Planning Scheme: **Greater Dandenong**
 Directory Reference: **Melway 80 D11**

www.greaterdandenong.com

[Planning Scheme - Greater Dandenong](#)

UTILITIES

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

STATE ELECTORATES

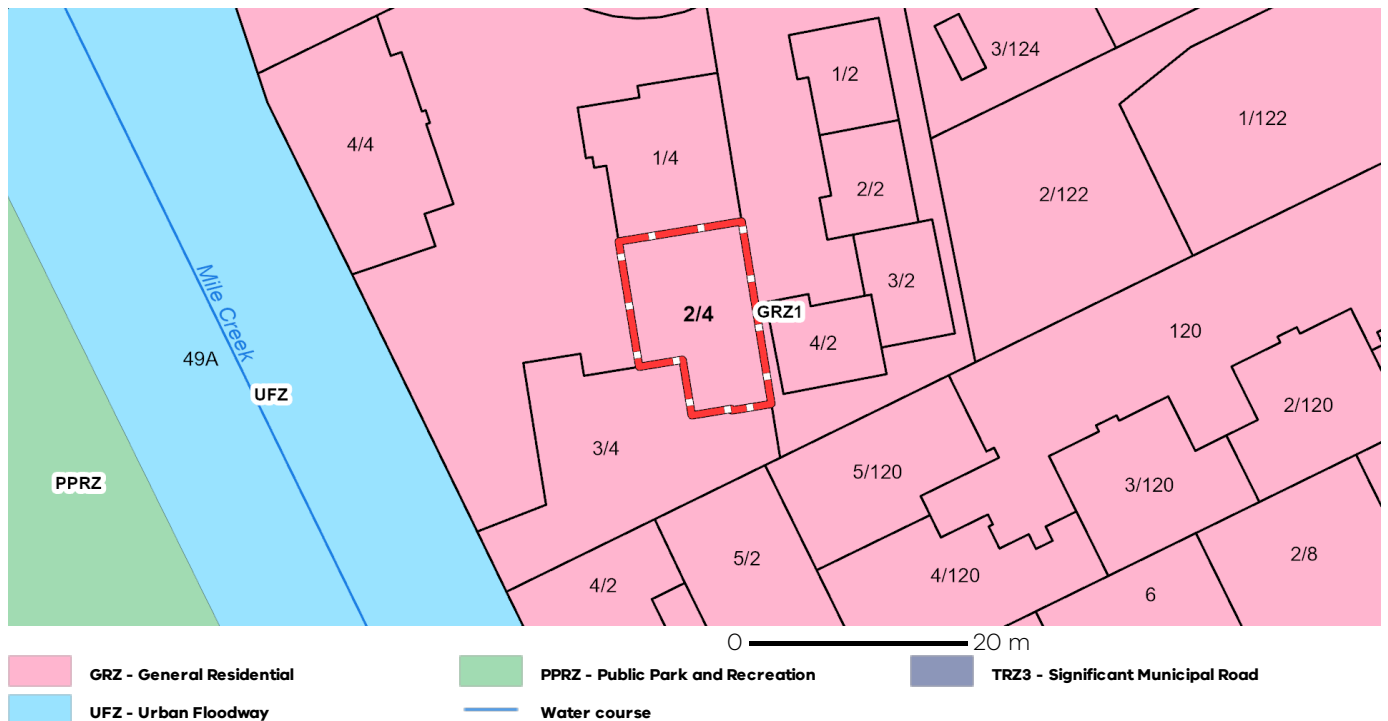
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MULGRAVE**
 Registered Aboriginal Party: **Bunurong Land Council
 Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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).

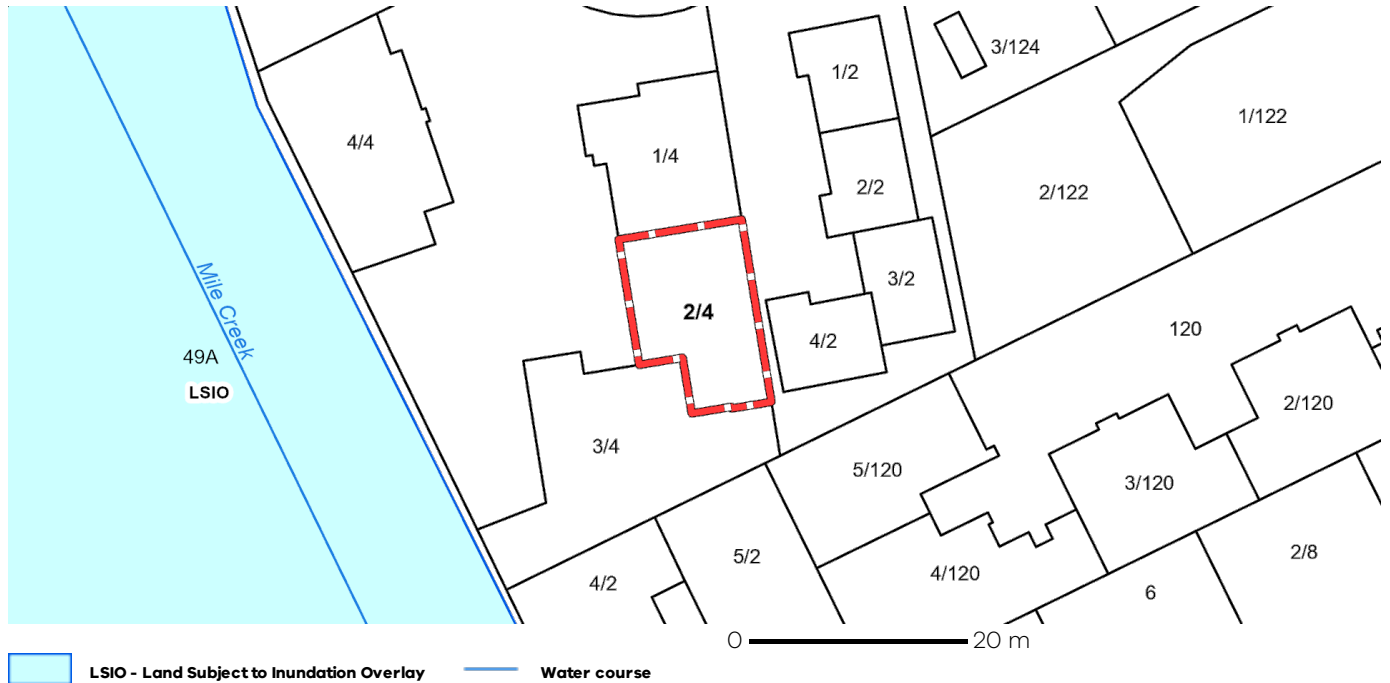
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 28 November 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#)



ACE BODY CORPORATE MANAGEMENT

BERWICK
PO Box 2006 Traralgon VIC 3844
03 5115 8300
berwick@bg.acebcm.com.au
ABN: 23 431 932 108

Franchisee: Kideston Dairy Pty Ltd t/a Ace Body Corporate (Berwick)
Professional Personal Service | www.acebodycorp.com.au

OWNERS CORPORATION REMINDER FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Priyantha Balasuriya & Nimani Dinesha
4 Condon Court
Keysborough Victoria 3173

Invoice

Invoice No: 0000061 Issue Date: 12/09/25

Total Amount Overdue: \$ 1,650.00

Statement Activity for Owners Corporation for Plan No. SP 31552G - ABN: 95602239712

Lot: 2 Unit: 2		Administrative Fund:		\$ 1,650.00	
Address: 4 Trainor Court, NOBLE PARK, Victoria 3174		Plus interest of:		0.00	
Lot Liability: 100 Lot Entitlement: 100		Maintenance Fund:		0.00	
		Plus interest of:		0.00	
Date	Description	Period (if applicable)	Admin	Maint	Balance
01/09/25	Levies - normal	01-09-25 to 31-08-26	1,650.00		1,650.00
Total Amount Overdue as at 12th September 2025					\$ 1,650.00

* Interest of 10.00% per annum will accrue on overdue fees until paid. The current amount of interest is \$0.4521 per day. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic). This rate is subject to change.

Paid



DEFT Reference Number:
2070 7871 8306 7600 0021

How to Pay

Bpay: Contact your bank, credit union or building society to make this payment from your account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

Ace Body Corporate Management (Berwick)
Lot: 2 Unit: 2
4 Trainor Court, Noble Park
Invoice No: 0000061
Total Amount Overdue: \$ 1,650.00



Biller Code: 96503
Reference: 2070 7871 8306 7600 0021



*496 207078718 30676000021

+207078718 30676000021<


000165000<3+

Arachchige P Balasuriya &
Nimani D Jayawardena
4 Condon Court
KEYSBOROUGH VIC 3173




Scan to Pay


Simply scan the QR code to pay in full or choose from flexible weekly, fortnightly or monthly instalments. You can also pay online at pay.greaterdandenong.vic.gov.au

Council Charges
\$1,039.70

State Government Charges
\$311.95

Total New Charges
\$1,351.65
Total New Charges does not include arrears, credits, payments, adjustments or rebates.

Rates and Charges at your property – 1 July 2025 – 30 June 2026

Property Number 157300	
2/4 Trainor Court NOBLE PARK VIC 3174 Lot 2 SP 31552 Property Owners - Arachchige P Balasuriya & Nimani D Jayawardena	
Property Valuations – Valuation Date 1 January 2025 – Valuation first used 1 July 2025	
Capital Improved Value (CIV) - (the CIV is used to calculate your rates)	\$445,000
Site Value - (the Site Value is included in the CIV)	\$290,000
Net Annual Value	\$22,250
AVPCC (Property Type) 125 - Strata Unit / Flat	

Rate - 2025/2026		
General Rate	(\$445,000 x 0.0015319951)	\$681.70
Waste Charges		
Garbage - Option D	(1 x \$358.00)	\$358.00
State Government Waste Levy	(1 x \$99.00)	\$99.00
State Government Emergency Services Volunteers Fund Levy		
Emergency Service Volunteer Fund Residential Fixed	(1 x \$136.00)	\$136.00
Emergency Service Volunteer Fund Resident Variable	(445,000 x 0.000173)	\$76.95

Total amount due **\$1,351.65**

Prestige Lawyers
E-mail: info@prestigelawyers.com.au

Statement for property:
FLAT 2 LOT 2 4 TRAINOR COURT
NOBLE PARK 3174
2 RP 31552

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52M//12406/23	2025 2390 SALE Dinesha	03 DECEMBER 2025	50961863

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
Payments		\$0.03
TOTAL UNPAID BALANCE		\$176.05

- 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, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications

PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

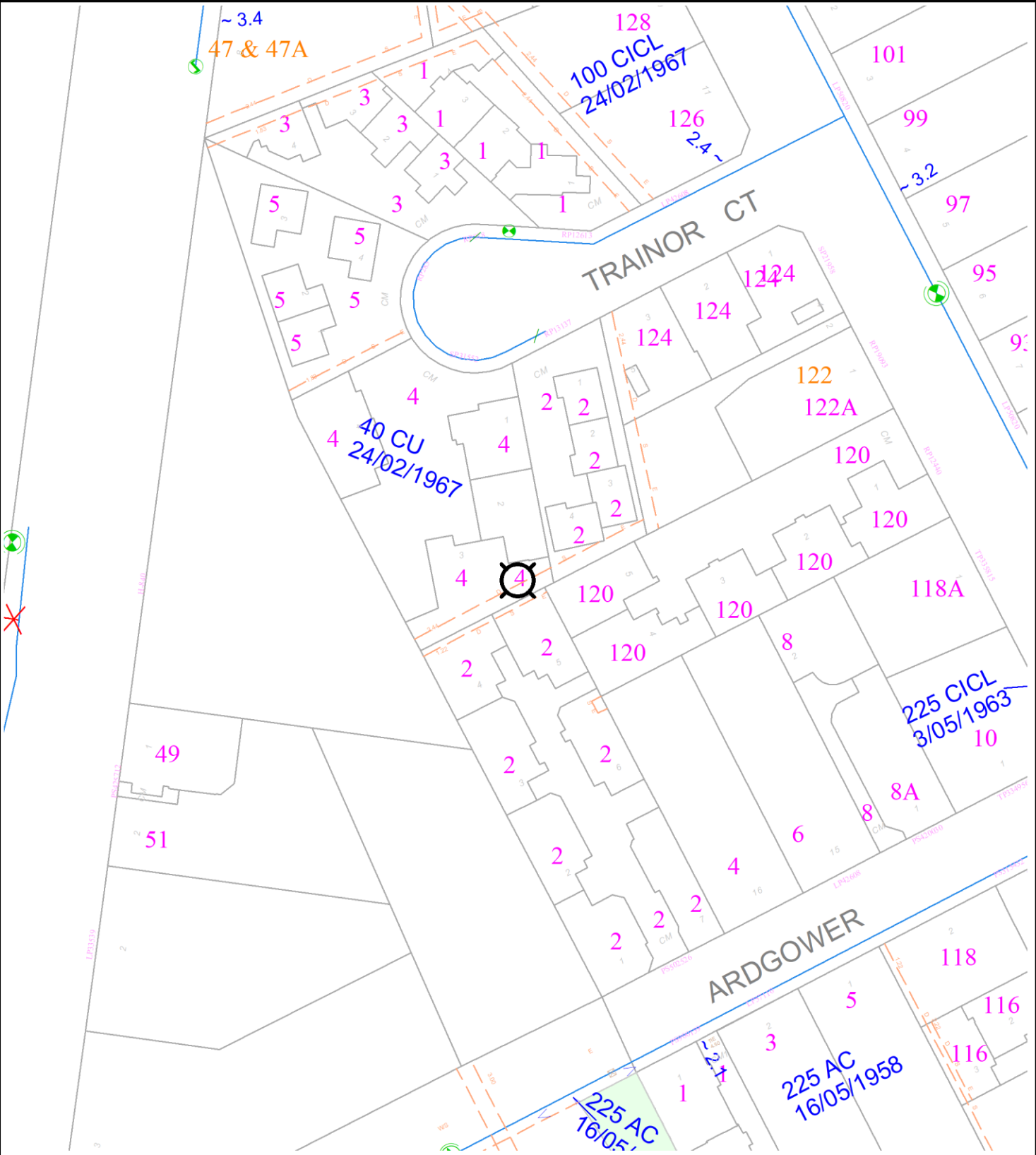
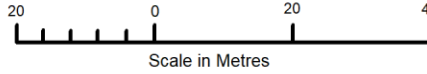
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



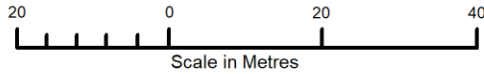
LARA SALEMBIER
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Information Statement Applications
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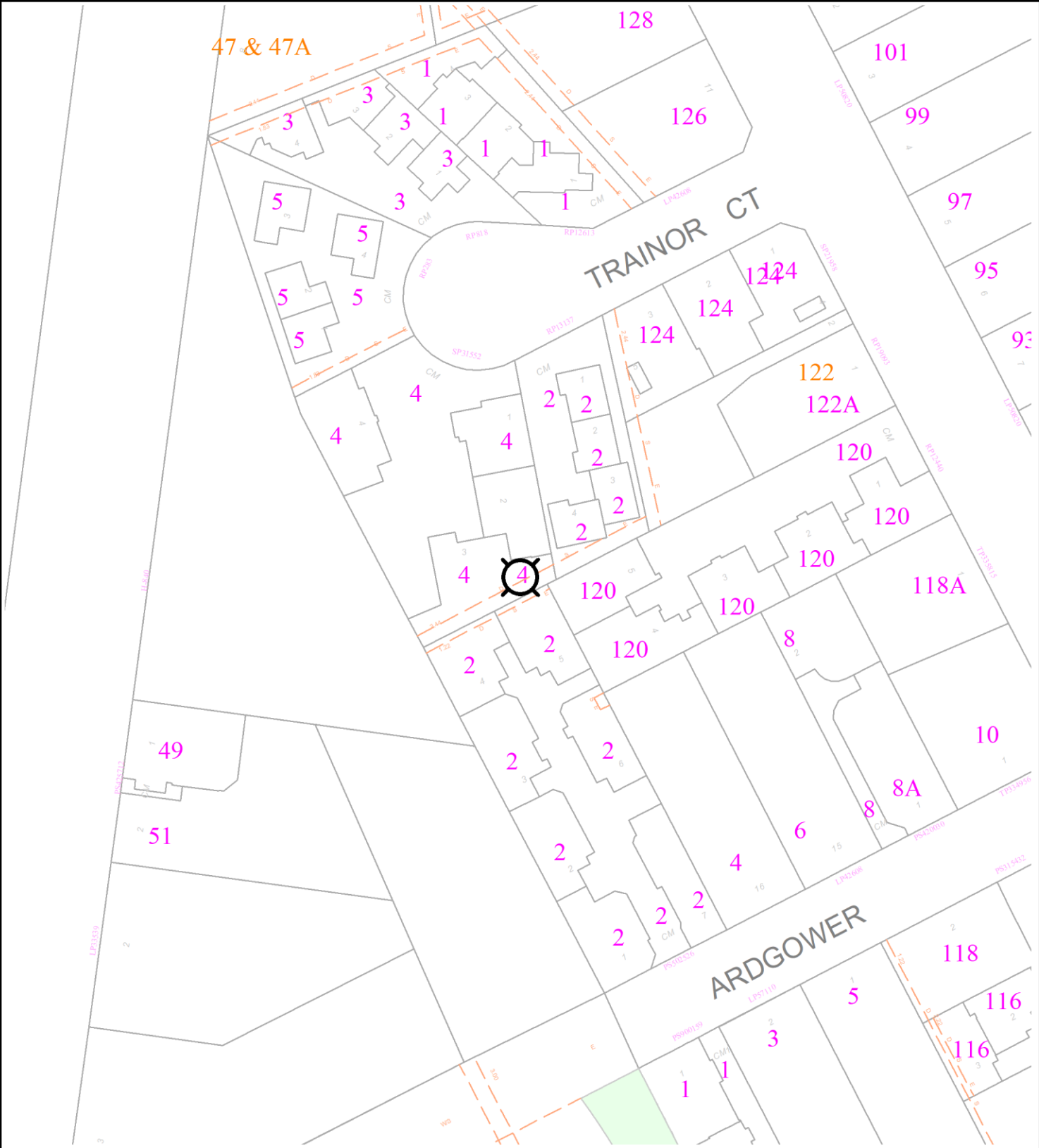
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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



Case Number: 50961863

Date: 03DECEMBER2025



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

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



Dayani Basnayake - Prestige Lawyers

3rd December 2025

Dear Dayani Basnayake - Prestige Lawyers

Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. SP 31552G

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. SP 31552G dated 3rd December 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Stephen Nippers', written over a horizontal line.

Registered Manager

Full name: Stephen Nippers

Company: Ace Body Corporate Management (Berwick)

Address of registered office: P O Box 2006 Traralgon Victoria 3844

03/12/2025

Date

OWNERS CORPORATION CERTIFICATE

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

As at 3rd December 2025

1. OWNERS CORPORATION DETAILS

Plan Number: SP 31552G
Address of Plan: 4 Trainor Court NOBLE PARK 3174
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: P O Box 2006 Traralgon Victoria 3844

2. CERTIFICATE DETAILS

Vendor: Priyantha Balasuriya & Nimani Dinesha
Postal Address for Lot 2: 4 Condon Court KEYSBOROUGH VIC 3173
Purchaser:
Person requesting Certificate: Dayani Basnayake - Prestige Lawyers
Reference: (Ref: 2/4 Trainor Ct Noble park Lot 2 SP31552 OC certificate)
Address:
Fax:
E-mail: info@prestigelawyers.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 2

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **1,650.00 per annum** commencing on 1 September 2025. Levies for this plan are raised over **1 periods**

Period	Amount	Due Date	Status
01/09/25 to 31/08/26	1,650.00	01/09/25	Paid

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 3rd December 2025

For Plan No. SP 31552G - Lot 2

4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	0.00	31 August 2026
Maintenance Fund	0.00	31 August 2014
BALANCE	0.00	

5. SPECIAL LEVIES

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

6. OTHER CHARGES

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

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 3 December 2025:

Account / Fund	Amount
Administrative Fund	8,647.36
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 3 DECEMBER 2025	\$8,647.36

8. INSURANCE

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

Policy

Policy No.	HU0006145144
Expiry Date	1-April-2026
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	3489.32

Cover Type

	Amount of Cover
Damage (i.e. Building) Policy	1,485,000
Fidelity Guarantee Insurance	100,000
Flood	Included
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	100,000
Loss of Rent	222,750
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	10,000
Property, Death and Injury (Public Liability)	20,000,000
Voluntary Workers Insurance	300,000 / 3,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 3rd December 2025

For Plan No. SP 31552G - Lot 2

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

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

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate Management (Berwick)
ABN / ACN:	23 431 923 108
Address of Manager:	P O Box 2006 Traralgon Victoria 3844
Telephone:	5115 8300
Facsimile:	
E-mail Address:	berwick@bg.acebcm.com.au

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 3rd December 2025
For Plan No. SP 31552G - Lot 2

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

If you require further information, please refer to the minutes of the last Annual General Meeting.

Also attached *** Insurance COC ***

There have been long standing issues between Lot 3 and the tenants from lot 2 in relation to access to lots and parking issues. The last issue was raised July 2025.

SIGNING

common seal is not required, according to section 18A of the Owners Corporation Act 2006.



Registered Manager

Full name: Stephen Nippers

Company: Ace Body Corporate Management (Berwick)

Address of registered office: P O Box 2006 Traralgon Victoria 3844

03/12/2025

Date



Ace Body Corporate Management (Berwick)

Phone: 03 5115 8300
PO Box 2006, Traralgon, 3844
berwick@acebodycorp.com.au
ABN: 23 431 923 108

Professional Personal Service

www.acebodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporations Act 2006 Section 81, Owners Corporations Regulations 2018

OWNERS CORPORATION PLAN NO. SP 31552G 4 Trainor Court, Noble Park

The meeting was held on Wednesday, 12 February 2025 at 04:00 PM via Zoom.

PRESENT:	Lot 1	Joanne Hue Ngo	Online vote
	Lot 2	Priyantha Balasuriya & Nimani Dinesha	Nimani Dinesha
IN ATTENDANCE:	Stephen Nippers representing Owners Corporation		

1. Meeting Chairperson:

Motion to appoint the OC manager to chair the meeting and to take minutes.

2 Yes 0 No 0 Abs 0 Inv

Motion CARRIED.

2. Quorum.:

Noting of attendances, proxies, apologies and determination of a quorum.

Quorum Achieved: - (50% of owners must be present in person or by proxy)

A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement. All decisions made will be final decisions of the Owners Corporation. (OC Act 2006 - Section 77)

3. Adoption of Minutes.:

Motion to accept that the minutes of the last annual general meeting of the Owners Corporation be taken as a true and accurate account of the proceedings of that meeting.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

4. Financial Statement.:

Amounts owing on a Payment Plan are still considered in arrears. Owners who are in arrears at the time of the meeting will not be able to vote at General or Special Meetings or Ballots.

The administration account balance (excluding prepaid levies) at the end of the financial year was \$3,058.00

Motion that the financial statement tabled for the period 31st of August 2024 is accepted.

There are currently NIL outstanding.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

5. Election of Committee - No Committee:

If owners want a committee, you need to vote NO to this resolution and nominate yourself by notifying the manager of your nomination.

Motion NOT to have a committee of the Owners Corporation.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

6. Appointment of Owners Corporation Manager (OCM):.

Motion that the owners corporation re-appoint Kideston Dairy Pty Ltd (A.B.N. 23 431 923 108) (Registered Manager No. 766) trading as Ace Body Corporate Management (Berwick) in accordance with the existing Contract of Appointment for 3 years, expiring on 9 MAR 2026 or is current until the next Annual General Meeting (whichever is the longer).

Management Fee - \$1200.00 p.a. Disbursement Fee - \$220.00 p.a.

Motion that the Owners Corporation delegates to the Manager the powers and functions of the Owners Corporation necessary to enable the Manager to perform his duties in accordance with those of the Owners Corporation Act 2006 and the Contract of Appointment.

Motion Pursuant to OC Act 2006 - section 82 that the following decisions, in the interest of the Owners Corporation, can only be made at a General Meeting: - Appointment and Termination of a Manager

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

7. Manager's Report:

The manager performed all the normal accounting (accounts payable & receivable), administrative, banking, general enquiries and record maintenance for the Owners Corporation.

The manager does not offer a 24/7 service.

For after-hours - emergencies only - **(03 9495 9507)** (Costs apply)

Make safe and Urgent Insurance Repairs - The Scotia Group - 24/7 Emergency Contact Phone - (03 9495 9507)

If the incident is not an approved insurance claim you may be responsible for the associated call out fees & repairs applicable.

For lot owner urgent maintenance please contact the required contractor and these costs are an owner's responsibility

***** Online Voting & Meeting Access - Owners please note that if you nominate your letting agent to receive correspondence they also have meeting documents forwarded to them and are able to vote on your behalf. Owners must advise us in writing that letting agents are authorised to receive correspondence. If we do not have this on file letting agents will be removed from receiving your documents. Letting agents will still receive levies if that is the current set up.*****.

- Convened, minuted and circulated minutes to members for the Annual General Meeting
- Prepared financial reports, prepared proposed budget
- Attended to the management of expense payments; reconciled bank account
- Liaised with owners throughout the year, providing advice on OC Rules and general concerns raised by owners
- Re-quoted insurance policy and renewed as instructed, provided Certificate of Currency upon request to owners
- Maintained the Owners Corporation Register and attended to all administrative duties, record keeping etc.

Grievance Report - No matters were referred to V.C.A.T.

January 2024 - Following the previous AGM, fence contractors were contacted to attend onsite to provide a quote for the Western Fence relocation. Ash & El Fencing quoted to replace the fence as well as the retaining wall the fence sits on at a total cost of \$32,311.

Ash & El were requested to provide a quote for the fence to be installed at ground level as the council will not share the cost of the retaining walls. They quoted \$8,980.50 at 1.6m high however there will be no privacy as it will be very low. - see general business.

February 2024 - A complaint was received from Lot 3 regarding the residents in Lot 2 playing loud music, 5+ cars parked in the driveway/carport/on the grass area (cars have ruined the grass near Unit 4, trespassing into the rear yard of Lot 3).

Lot 3 was advised they would need to contact the police in regard to the noise and illegal behaviour. With regard to the parking issues, they were advised that this would be raised at the next AGM, or alternatively, they could complete the complaint form.

Refer to General Enduring Resolution regarding the parking issues.

Owners are reminded to review the parking rules and if your property is rented to ensure your tenant and letting agent are aware of these rules.

April 2024 - The insurance was renewed with SCI with the building sum remaining at \$1,485,000. There was a small decrease to the annual premium of approximately \$50 and the excess payable for successful insurance claims is \$1,500.

August 2024 - A complaint was received from Lot 4 advising the tenants from Lot 3 were parking their car in their garage and in front of their garage. They were requested to complete the dispute form providing exact details of when the breaches have occurred. Nothing further was provided by Lot 4.

September 2024 - Casey Gardens removed a fence (Lot 1 driveway) from site following a storm. The neighbouring OC Manager was contacted to discuss the fence and advise we would obtain a quote to replace the fence between 2 & 4 Trainor Court. Several emails were sent to contractors to provide a quote.

In November, two quotes were finally obtained. Donerite quoted two options - replace the front section of the fallen fence at a total cost of \$1815 (\$907.50 each) and option two was to replace the full diving fence at \$3,685 (\$1,842.50 each).

Amazing Fencing quoted the same two options - \$1440 to replace the front section (\$720 each) or \$2800 (\$1,400) to replace the full diving fence. The quotes were forwarded to the OC Manager for 2 Trainor.

They approved to replacement of the 19.4 meter section of fence quoted by Amazing Fencing and their quote was approved in late December. A start date for the fence has been confirmed for Monday 20 January. The final invoice from Amazing Fencing will be split 3 ways - Lot 1 \$700, 2 Trainor Crt - \$1,400, and OC 4 Trainor - \$700.

8.1. Insurance.:

Current Insurance Company: Strata Community Insurance (SCI) Policy Details: - Refer to Insurance Report

Authorised Representative - Ace Body Corporate Management (Berwick) (No Broker)

For after-hours - emergencies only - **(03 9495 9507)** (Costs apply)

Make safe and Urgent Insurance Repairs - The Scotia Group - 24/7 Emergency Contact Phone - (03 9495 9507)

If the incident is not an approved insurance claim you may be responsible for the associated call-out fees & repairs applicable.

Insurance Claims Since Last AGM: Nil

Motion that the OC has Strata Insurance to cover all buildings in the private lots, common area infrastructure and public liability as per Owners Corporation Act, Section 4 (c) and 62. All excesses are payable by the affected lot owners as determined under the benefit rule.

The manager advises that lot owners are responsible for their own insurance needs, including, but not limited to, contents and public liability insurance inside their lots. It is important that owners organise their own insurance.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

8.2. Insurance - Building Valuation.:

The valuation must be obtained every 5 years or earlier, as determined by the owners' corporation. Valuation Reports will be uploaded on the portal for easy access. A fee applies to owners who require a copy sent to them. (Refer to the portal document policy)

An insurance valuation was undertaken in **16 JUL 2021** and the policy was endorsed with the recommended replacement value of **\$1,485,000.00**

The current building sum insured is **\$1,485,000.00**

Motion that a building valuation is obtained, 5 years after the last valuation (**Due - July 2026**), the limits of cover are set according to the report and a special levy is raised (as required) to fund the cost of valuation and the difference in premium.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

8.3. Insurance - Renew Options:

Motion to renew insurance policy without further approval from the Owners Corporation.

Renew the most competitive quote (same terms as current policy)

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

8.3. Alternatives for Insurance - Renew Options:

(Option B) The sum insured NOT to be increased as per the indexed sum recommendation.

0 A 2 B

'ALT B' has been selected with the highest votes.

9.1. Common Area Maintenance:

Motion that the manager arranges common area minor building & general maintenance as per C.O.A. Accrued funds to be utilised. If there are insufficient accrued funds, then a special levy will be issued.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

9.2. Lawn Mowing & Gardening:

Owners determine the quality and aesthetic standards of the complex. It is not the manager's responsibility. Common area inspections can be organised from around \$500.00. Owners are required to report issues to the manager and supply photos to support their claim.

Motion that the owners are responsible for arranging lawn mowing, garden maintenance and tidiness or cleaning of the common property to a standard that does not affect the Aesthetics of the common area.

1 Yes 1 No 0 Abs 0 Inv

Motion CARRIED. Tied result current policy retained.

9.3. Gutter Cleaning:

Motion that the roof gutters be inspected yearly and cleaned as required.

This is the lot owner's responsibility.

(Lack of maintenance could affect insurance claims).

2 Yes 0 No 0 Abs 0 Inv

Motion CARRIED.

9.4. Storm Water Pits:

Motion that the owners arrange for the stormwater pits to be inspected every year and cleaned as required. Manager to assist when requested.

Note: Pipes are not being inspected - this requires a camera inspection.

(This is a maintenance issue that could affect insurance claims).

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

9.5. Western Fence:

March 2023 - Email sent to Melbourne Water to advise that Owners feel the land is subsiding causing the soil from 4 Trainor Court to wash away. It was requested that Melbourne Water reinstate with sufficient support (landfill) so the fence can be relocated into the correct position. Melbourne Water responded by advising this was Council land and suggested we make contact with the Council. An email was sent to the Greater Dandenong Council and was followed up in April because a response had not been received. Council advised by return email that the issue was being looked into and they would advise on their findings shortly.

May 2023 - Greater Dandenong Council advised that Council required 2 quotes from fencing contractors to demolish the current fence and re-instate to the correct position and Council would contribute half the cost. They noted that the large drain pit in the rear yard of Unit 3 and would need to be unobstructed to allow maintenance works as required. They also advised a pedestrian gate was required in the fence adjacent to the pit for access for maintenance. Council confirmed they attended on site and noted the ground slopes naturally towards Mile Creek and before any fencing works take place the Owners Corporation is required to level the soil before the fencing contractor commences.

May 2023 - An email was sent to the Council to query the rear easement and that owners believe the pit should not be within their lot boundary and claim works done by the council many years ago meant the current fence was placed in the incorrect position because of those council works. The council responded by advising there is definitely an easement at the rear of the property and the pit is located within Unit 3 rear yard and is marked on the site plan as E-1 (Drainage and Sewerage easement). They requested any documents to support the claim that works completed previously by the council to show the fence was incorrectly placed.

August 2023 - Owners are required to pay 50% of the cost for the new fence (which will need to include the pedestrian access gate) and levelling of the soil.

Two comparative quotes are required from the Council for the cost of the fence to be replaced. The fence is approximately 32 meters long and a pedestrian access gate is required to allow as an inspection point and for maintenance to be carried out on the pit located in Unit 3 rear yard as necessary. The cost for the OC will be more than \$2,000.00

Motion that the manager obtains two quotes for the replacement of the fence so it can be reinstated in the correct position. Quotes are to be forwarded to the Council for approval. Manager to also have the cost quoted to level the soil as requested by the Council.

A special levy will be raised to fund the OC cost (50% of the fence quote) of this maintenance.

Update:

February 2024 - Ash & El Fencing attended onsite to provide a quote to replace the fence. They quoted \$32,311 which included to replace the concrete retaining wall with fence installed on top of the retaining wall. Also includes levelling the soil in the area. Ash & El were requested to provide a quote to relocate the fence at ground level and not quote the retaining wall.

They quoted \$8,980.50 for the fence relocation only, a 1.6m high fence. Ash & El advised there would be no privacy without the retaining wall as it would sit very low.

Suspended - fence to be replaced when required. Landscaping is not required.

0 Yes 2 No 0 Abs 0 Inv

Motion DEFEATED.

10.1. Essential Safety Measures (ESM):

Common Area Lighting:- There is no common area lighting. (No common Power)

Essential Services (Common Area):- Inspections of Essential Services for the common area are carried out according to the Certificate of Occupancy. As required under the Building Act 1993, Building Regulations 2018, Australian Standards and Building Codes of Australia.

Motion that the Owners Corporation resolves that each owner is to ensure that the essential service items are attended to in accordance with the Building Act 1993, Building Regulations 2018, Australian Standards and Building Codes of Australia

The manager strongly advises that expert contractors conduct inspections & audits regularly.

Fire Appliances (Common Area): N/A - Nil Installed

Emergency Lighting Testing and Inspection (Common Area): N/A

Electrical Safety: Owners are required to arrange the annual maintenance and cleaning of their meter/fuse box.

(Meters are not housed collectively. If to the contrary advise manager)

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

10.2. OH&S Obligations:

The manager strongly advises that expert contractors conduct inspections & audits regularly.

Current Policy: Motion that the Owners Corporation discharges its obligations under the OHS Act 2004 by:

- a). Undertaking contractor validation utilising the manager's Contractor OH&S Checklist',
- b) Owners and the Committee to undertake regular inspections and monitor the safety of the common area. Faults will be reported to the manager and he is authorised to arrange repairs. If there are insufficient savings, Special Levies will be raised to fund these issues.

It was resolved NOT to obtain a Safety Audit of common property or other professional services to perform OHS inspections.

Motion to reconfirm existing OHS policy.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

11. Car Parking - Not permitted on Grass or Common Area:

Parking Issues:- Model Rules: 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.

Damaged Grass Areas – If there is a cost to reinstate the grass or repair damage by cars the cost will be the responsibility of unit 2 owner.

Owners are reminded to review the parking rules and if your property is rented to ensure your tenant and letting agent are aware of these rules.

Owners are required to complete the dispute form providing exact details of when the breaches have occurred.

12. Contractors on Roofs:

When owners are engaging contractors to complete works within their property, please make sure all roof tiles are replaced.

Lot 2 had an incident in February 2023 where a roof tile was not replaced. There was only minor damage, but the situation could have been worse.

Please ensure the roof tiles are reinstated so water damage cannot occur.

14. Proposed Budget:

Owners Corporation Financial Year Ending: - 31st of August 2025

Motion that the proposed Administration Fund budget totalling \$6,600.00 per annum be adopted.(attached) The levy period, due date and amounts based on lot liability are attached. The budget is apportioned according to lot liability and commences at the start of the financial year. The levy period is also to commence at the start of the financial year.

The Administrative Fund Balance at the end of the financial year be approximately \$3,043.35. ^

Motion that the Administration Fund plans on a maximum balance of approximately \$3,000 for contingencies.

Motion that all levies be paid in advance in yearly instalments, the first levy is due on the 1st day of the financial year. Levies will continue at the same yearly rate or as required by the next proposed budget or until changed by a resolution of the Owners Corporation at a General Meeting.

Motion in accordance with Section 24 of the Owners Corporation Act 2006 that should there be a shortfall in the funds of the Owners Corporation to meet its statutory commitments, including maintaining a current insurance policy then the OCM may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligations.

Next Budget estimated at \$7,000.00

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

15.1. Debt Recovery & Penalty Interest:

Penalty Interest:- According to Section 29(1) & (2) of the Owners Corporation Act 2006, the Owners Corporation will charge penalty interest on monies owed by a member to the Owners Corporation after the due date of the issued levy. The penalty interest rate is set at the maximum interest rate payable under the Penalty Interest Rate Act 1983. The rate under the Act is currently set at 10 %.

Debt Recovery: -

- a. Levy payment is required by the due date. Penalty Interest will be charged on any overdue amount. A reminder notice will be forwarded when approximately 10 -15 days overdue.
- b. When a Levy is at least 28 days overdue, a notice will be sent confirming interest is being charged on the overdue levy. A fee of \$30.00 will be charged and recoverable from the indebted lot owner. Under Section 165(1)(ca) of the Owners Corporations Act 2006, this is a reasonable cost that the manager has incurred in recovering an unpaid and this fee will be charged to the owners corporation.
- c. When a Levy is at least 60 days overdue a Final Notice will be sent stating that the Owners Corporation intends to take action under Part 11 to recover the amount due. A fee of \$100.00 will be charged and recoverable from the indebted lot owner. Under Section 165(1)(ca) of the Owners Corporations Act 2006, this is a reasonable cost that the manager has incurred in recovering an unpaid and this fee will be charged to the owners corporation.
- d. If no payment is made after 28 days from the date of the final notice, the Owners Corporation will make an application to V.C.A.T. or the Magistrates Court (via LFS Legal) for an order requiring the lot owner to pay all overdue fees, charges and interest owing. A letter confirming this action will be sent to the indebted lot owner who will be charged a fee of \$30.00. Under Section 165(1)(ca) of the Owners Corporations Act 2006, this is a reasonable cost that the manager has incurred in recovering an unpaid and this fee will be charged to the owners corporation.
- e. If a levy is issued when a lot is in arrears and a Final Notice has been issued for an earlier levy, a new Final Notice will be issued when the new levy is more than 28 days overdue. The final notice states that the Owners Corporation intends to take action under Part 11 to recover the amount due. A fee of up to \$100.00 will be charged and recoverable from the indebted lot owner. Under Section 165(1)(ca) of the Owners Corporations Act 2006, this is a reasonable cost that the manager has incurred in recovering an unpaid and this fee will be charged to the owners corporation.
- f. The costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred because of the failure to pay levies. VCAT or Magistrates Court action to recover a debt via CLP Lawyers (or other solicitor as required) and this cost payable by the indebted lot owner.
- g. The manager is authorised to enter into payment plans (manager discretion) and to remove small amounts of interest as a management tool. Penalty interest will still be charged whilst levies outstanding on a payment plan. Debt policy is suspended whilst complying with an approved payment plan. This debt policy will be re-activated when a payment plan is breached. If the payment plan is honoured in full, the interest may be reversed upon application from the lot owner to review the penalty interest charged. (manager discretion)

Amounts owing on a Payment Plan are still considered in arrears and owners will not be able to vote at General Meetings whilst in arrears.

- h. Under Section 165(1)(ca) of the Owners Corporations Act 2006, reasonable costs that the manager has incurred in recovering unpaid levies, will be charged to the owners corporation and cost sought against the indebted lot owners. Costs above the fees for debt letters will be charged at the manager's hourly rate.

Motion that the above policy be adopted as the OC Debt Policy.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

15.2. Debt Recovery - Legal Action:

Please note that Solicitor fees are payable by the Owners Corporation and the Debt is recoverable from the indebted lot owner. The manager will also charge additional fees at the hourly rate for services relating to further legal action,

Motion that accrued funds will be used to fund this cost and if there are insufficient funds the manager is approved to raise a special levy to cover the debt collection costs.

Current policy - Special Resolution (2022):

Motion that the Owners Corporation (SP 31552G) resolved to take legal action in a court of competent jurisdiction, against the registered and equitable owner of ANY Lot in Arrears in Owners Corporation (Plan SP 31552G) to recover unpaid fees, levies, interest administration fees, legal fees and breaches of the Owners Corporations Act 2006.

Motion to reconfirm the above debt recovery special resolution.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

16. Online Portal Access:

Owners have access to an OC community portal, which allows owners to view and download correspondence for the Owners Corporation including recent fee notices, tax statements and other relevant documents.

This portal also allows owners to view live and up-to-date financials of the Owners Corporation, providing greater transparency for the Owners Corporation financials.

Owners with email addresses known to our office should have received login details. If you need access to My Community or a password reset please contact Ace Body Corporate.

17. Request for Documents:

All Owners Corporation documents are held by the manager as required under the Owners Corporation Act. It is not the manager's duty to automatically forward all or any of these documents free of charge to owners. This is an additional service above the standard management duty of the manager. Filing and holding OC documents is the standard requirement. If owners request a copy of any document the schedule fee applies. This also applies to copies of documents already sent to owners.

The standard Consumer Affairs cost for supplying documents will apply in the future. The scheduled fee is 1.15 x fee unit (\$20.66 FYE 30-06-2025) for a copy of any document

- <https://www.consumer.vic.gov.au/housing/owners-corporations/finance-insurance-and-record-keeping/fees>

Please note that some documents are automatically uploaded to the Portal and are available free for owners to access. Documents that are not automatically uploaded may incur an above fee to be made available on the portal. Please enquire with the manager.

If you require portal access or your portal access needs to be reset please contact us via email.

18. General (Enduring) Resolutions:

The following are enduring resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

A request to change a current resolution can only be made by the committee or an owner representing at least 25% of owners.

Parking Issues (2022):- Model Rules: 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.

Damaged Grass Areas – If there is a cost to reinstate the grass or repair damage by cars the cost will be the responsibility of unit 2 owner.

Owners Corporation Act 2006

Section 23A (3) An owners corporation may levy a lot owner a fee to cover the cost of any of the following

- (b) - damage to the common property that is caused by a lot owner or a lot owner's lessee where either
 - (i) the damage is not covered by insurance; or
 - (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;

***** Please note that this issue may end up in VCAT and the OC will pursue the maximum fine of \$1,000 to be imposed against the lot owner and occupant *****

Air Conditioners:- Motion that air conditioners must be installed within your lot boundary and has minimal impact on the outward appearance. All external pipes and control panels that are visible (externally installed) must be painted a colour consistent with the complex. (Preference is to have these items installed internally).

Solar Panels:- Motion that solar panels are permitted on roofs, but they must be flat mounted, entirely within lot boundaries and professionally installed. All external pipes and control panels that are visible (externally installed) must be painted a colour consistent with the complex. (Preference is to have these items installed internally)

Letter Boxes:- Motion that each owner (or occupant) is responsible for clearing mail and junk mail from their letterbox.

Exterior Lighting:- Motion that lot owners are authorised to install subtle solar or sensor lighting upon their lots and along the common area driveway/footpaths in front of their lots. Maintenance of these lights will be the lot owner's responsibility.

Rubbish Bins:- Motion that each lot is responsible for putting out and collecting their individual bins. Bins are to be put out the night before collection and returned ASAP after collection. Bins are to be kept within each lot boundary or other authorised area. Bins are not to be left in or within the view of the common area.

The council has the authority to fine occupants for rubbish bins that have been left on the nature strip and not returned to a person's property.

Dumping of Rubbish:- Members are reminded not to dump or leave rubbish on the common property or use common property for personal storage.

Common Seal: Pursuant to section 18A Owners corporation is not required to have or use a common seal.

The Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services unless they have complied with the minimum requirements as defined in the Contractor OH&S form. Minor works of cost of \$1000 or less will be actioned with one quote. Additional quotes will incur an additional management fee.

19. Electronic Voting:

Owners, please be aware of the following if voting online.

1. When motions or details concerning motions are changed during the meeting, the online voters are unable to vote on the revised resolution. Their vote is therefore recorded as Abstain which will be deemed the correct vote.
2. If two users access the voting platform or you share your access details, the last person saving the vote records the vote and no warning is given to other users. If two users access the portal simultaneously, the vote may be corrupted and therefore recorded as Abstain, which will be deemed the correct vote.
3. If you select for your letting agent to receive correspondence, they become an authorised contact, giving them access to the voting portal and allowing them to vote on your behalf.

Motion that the owners corporation authorises the use of electronic voting & paper voting papers is an approved method of voting pursuant to Sections 88 & 89 (1) of the Owners Corporation Act 2006. This includes votes received before the actual meeting date and time.

20. General (Enduring) Resolutions:

Motion that owners are satisfied with the list of General (Enduring) Resolutions. No changes have been requested and all motions remain in place from year to year, unless the Owners Corporation resolves to change them.

1 Yes 0 No 1 Abs 0 Inv

Motion CARRIED.

21. Insurance Information:

Insurance: - The manager discloses that he is an Authorised Representative (per Corporations Act 2001 and registered with A.S.I.C.) for the Insurance Company. The Financial Services Guide (FSG) and Product Disclosure Statement (PDS) are tabled at the meeting. Owners are advised they are available online or from the OC Portal. Please contact the manager if you require a copy of these documents.

Motion that the manager uploads the PDS & FSG to the online portal each renewal and this is deemed as service to all owners of the owners corporation.

General Advice:- Any advice I give is General Advice please read the P.D.S. before making a decision. All insurance claims are handled by either the manager or directly with the insurance company.

For lot owner urgent maintenance please contact the required contractor and these costs are the owner's responsibility.

Current Insurance Company: Strata Community Insurance (SCI) Policy Details: - As per Insurance Report

Authorised Representative - Ace Body Corporate Management (Berwick) (No Broker)

For after-hours - emergencies only - **(03 9495 9507) (Costs apply)**

Make safe and Urgent Insurance Repairs - The Scotia Group - 24/7 Emergency Contact Phone - (03 9495 9507)

If the incident is not an approved insurance claim you may be responsible for the associated call-out fees & repairs applicable.

Owners Corporation Act requires Insurance valuations to be conducted every 5 years.

The manager discloses that as an Authorised Representative, we receive a commission of up to 20% of the base premium for placing the insurance, processing and follow-up of insurance claims. The commission in no way affects the Owners Corporation insurance premiums. The last Commission payment received was \$591.74.

The manager advises that lot owners are responsible for their own insurance needs, including, but not limited to, contents and public liability insurance inside their lots. It is important that owners organise their own insurance.

22. Essential Services and OHS:

Owners noted that the Owners Corporation is in charge of the common property that is a defined workplace under the Occupational Health and Safety Act. As an occupier of a workplace the Owners Corporation has an obligation to ensure that the workplace (common property) including the means of access and egress from the workplace are safe and without risk to the health and safety of visitors and workers alike. Workers include voluntary and contractors engaged by the Owners Corporation. Prosecution and or substantial fines may result should an incident occur.

The Owners Corporation reviewed its mandatory responsibility in accordance with the Building Act 1993, Building Regulations 2006 (Part 11) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management including:

- Identifying hazards on common property;
 - Assessing risks that may result because of the hazards;
 - Deciding on control measures to prevent or minimise the level of the risks;
 - Implementation of control measures;
 - Monitoring and reviewing the effectiveness of the measures;
 - Ensure that all Owners Corporation work is carried out by properly qualified tradespeople holding appropriate insurances.
-

23. Asbestos:

Asbestos:- Any buildings built before 2003 is considered to contain asbestos.

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos related illness from the Owners Corporation. There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required.

Owners aware of Asbestos, within their lots, are to notify manager of location of the Asbestos. Owners are to arrange for an inspection and to treat suspected Asbestos as per recommendation in the inspection report. This may be treatment or removal of the suspected Asbestos.

Motion that in the common area the Owners Corporation can manage this by:

- i. Instruct each contractor that there is NO asbestos report and to assume that asbestos is present. Any suspected asbestos must be treated pursuant to Australian Standards.
- ii. The manager is authorised to have any suspected asbestos tested and a quote is to be obtained for the treatment or removal of such Asbestos.

Motion that it was resolved not to Obtain a report that identifies the location and type of asbestos.

24. General Information and Meeting Closure:

Rules: - The Owners Corporation will be bound by the Special Rules (if applicable) of the Owners Corporation & Model Rules (Updated 2021) under the Owners Corporation Regulations 2018. Please contact the manager if you require a copy.

All owners are reminded it is their responsibility to ensure all tenants are provided with a copy of the Model Rules and that all owners, occupiers and tenants are bound by the Rules. A copy of the Rules is attached to the Owners Corporation Certificate (part of Section 32 documents).

General Complaints - Breach of OC Rules:- All breaches of OC Rules require a grievance meeting. The manager will issue a breach notice for any proven breaches of the Rules. The notice is subject to a \$60.00 Admin Fee charged to the lot owner of the offending lot via a special levy.

Owners are responsible for the general tidiness, lawn mowing, garden maintenance and building maintenance within their own lots to a standard that does not affect the Aesthetics of the Owners Corporation. Owners are responsible for ensuring tenants maintain the appropriate standard.

Owners Details: - Members are reminded that it is the responsibility of the lot owners to ensure their contact details (including e-mail address) are kept up to date on the Owners Corporation Register.

Manager's Professional Indemnity - Strata Managers - Insurer: Chubb Insurance Company
Policy Number: MPI0013567 Limit: \$5,000,000 Expiry date: 4.00 P.M on 1 July 2025

Manager's Public Liability Insurance - Strata Managers - Insurer: Chubb Insurance Company
Policy Number: 02CL031932 Limit: \$20,000,000 Expiry date: 4.00 P.M on 1 July 2025

Electricity & Gas Meter Numbers:- New Owners and tenants sometimes have difficulty connecting power and gas services. The manager can record the MNI of their power meter and the gas meter number for each lot. Please forward these details if you want them stored on your file.

OH&S:- The Manager advises owners to be aware of their obligations under OH&S and Work-Cover Victoria when they engage the services of a contractor, especially to works carried out at height. It is advised that each owner (within their lot) is to ensure that all OH&S and Work-Cover requirements are adhered to in accordance with the Building Codes of Australia.

Essential Services:- It is advised that each owner (within their lot) is to ensure that the essential service items are attended to in accordance with the Building Codes of Australia. This includes but is not limited to: Emergency Exit Lighting, Fire Doors and Walls, Paths of Egress, Air Conditioning units and extraction ducts and fans. Tested as required by relevant standards

Fire Appliances:- It is the responsibility of individual lot owners (within their lot) to ensure that the servicing of all fire appliances within their lots is carried out as per the essential services requirements of the Building Codes of Australia. This includes fire extinguishers, fire hoses and reels, hydrants, fire blankets, alarms, detectors, and any other fire equipment. Tested every 6 months.

Smoke Detectors: - Members are reminded that smoke detectors are mandatory inside residential lots. They must be always kept operational as per provisions of Australian Standards AS3786. It is the responsibility of the lot owners to notify their tenants of this requirement. Please note that detectors have a 10-year expiry date and should be replaced if they are past the expiry date.

Parking: - Members are reminded that there is no parking in the common driveway (other than designated) and under no circumstances are the vehicles to be parked on the lawns. Members with tenants must advise their tenants as this is a breach of the Rules of the Owners Corporation.

Levy Payments –

If paying by cheque - Please make cheques payable to: Owners Corporation SP 31552G

Cheques are accepted at the post office.

From November 2024 - DEFT will no longer accept mail-in cheques, Cheques will continue to be accepted in-store at Australia Post

Similar time for the next Annual General Meeting. (There is NO preferred time)

Time Meeting Closed:- 4.40 p.m.

Insurance Report

Owners Corporation for Plan No. SP 31552G

Policy number : VRSC23002238

4 Trainor Court NOBLE PARK Victoria 3174

Insurance Policy Details

Policy Number: VRSC23002238
Period of Insurance: 1 April 2024 to 1 April 2025
Insurance Company: Strata Community Insurance (SCI)
Broker (if any):
Amount of Premium: \$ 3,744.98
Paid Date:

Policy Type	Amount of cover	Excess
Damage (i.e. Building) Policy	1,485,000.00	1,500.00
Loss of Rent	222,750.00	1,500.00
Property, Death and Injury (Public Liability)	20,000,000.00	1,500.00
Fidelity Guarantee Insurance	100,000.00	1,500.00
Machinery Breakdown Insurance	10,000.00	1,500.00
Government Audit Costs	25,000.00	1,500.00
Government Audit Costs - Appeal Expenses	100,000.00	1,500.00
Government Audit Costs - Legal Defense Expenses	50,000.00	1,000.00
Lot Owner's Fixtures and Improvements	300,000.00	1,500.00

Note

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. SP 31552G

1 September 2024 to 31 August 2025

4 Trainor Court NOBLE PARK Victoria 3174

Expenditure	Actuals 09/23 - 08/24	Budget 09/23 - 08/24	Budget 09/24 - 08/25	Variance \$
Administrative Fees & Charges - DEFT & Software Fees	66.31	66.31	69.65	3.34
Fence & Gate Maintenance	-	2,500.00	750.00	(1,750.00)
Insurance Premiums	3,744.98	4,370.00	4,310.00	(60.00)
Strata Manager - disbursements	200.00	200.00	220.00	20.00
Strata Manager - management fees	1,200.00	1,200.00	1,200.00	-
Water - charges	63.60	50.00	65.00	15.00
Total Administrative Fund Expenditure	5,274.89	8,386.31	6,614.65	(1,771.66)

Additional Revenue	Actuals 09/23 - 08/24	Budget 09/23 - 08/24	Budget 09/24 - 08/25	Variance \$
Mutual Revenue - money	-	1,250.00	-	(1,250.00)
Total Administrative Fund Additional Revenue	-	1,250.00	-	(1,250.00)

Administrative Fund Summary	Budget 09/24 - 08/25	Per Ent
Opening balance (Surplus)	3,058.00	
Expenditure during budget period	6,614.65	
	3,556.65	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	3,043.35	
Budgeted levies to be raised \$	6,600.00	16.5000
Last years budgeted levies raised	6,050.00	15.1250
<i>Variance \$</i>	550.00	
Total Lot Liability	400	
*May include insurance contributions		

1 September 2024 to 31 August 2025

Owners Corporation for Plan No. SP 31552G

4 Trainer Court NOBLE PARK Victoria 3174

Levy Period Start 01/09/2024
 Levy Period Duration 12 month(s)
 No. of Instalment(s): 1
GSI NO

<u>TOTAL LEVIES</u>	<u>Per Period</u>	<u>Per Year</u>	<u>TOTAL LIABILITIES</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	6,600.00	6,600.00	Admin Fund	16.5000	16.5000
Total Contribution	6,600.00	6,600.00	Total Per Lot Liability	16.5000	16.5000

Yearly Levy By Period (Estimate Only)					
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Administrative Fund	Total
1	1	100	100	1,650.00	1,650.00
2	2	100	100	1,650.00	1,650.00
3	3	100	100	1,650.00	1,650.00
4	4	100	100	1,650.00	1,650.00
		400	400	6,600.00	6,600.00



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006145144
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/04/2025 to 01/04/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. SP 31552
Situation	4 TRAINOR COURT NOBLE PARK VIC 3174

Policies Selected

Policy 1 – Insured Property

Building: \$1,485,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$222,750

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Not Selected

Policy 6 – Machinery Breakdown

Sum Insured: \$10,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

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

Legal Defence Expenses: \$100,000

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



Sum Insured: \$250,000

Flood Cover is included.

Policy Benefits Endorsement

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

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

Fusion of motors

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

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

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

We will not pay for:

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

How We will settle Your Fusion claim

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

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

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

Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under



Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

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

Keys, lock replacement

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

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

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

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

Landscaping

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

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

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

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

Water removal from basement

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

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

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

Insured Event

Benefit



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

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

Date Printed

24/03/2025



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

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees**2.1 Functions, powers and reporting of committees and sub-committees**

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

3 Management and administration**3.1 Metering of services and apportionment of costs of services**

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

4 Use of common property**4.1 Use of common property**

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 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**.

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.



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.

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.

(04/10/2016)

- 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.