

Vendor Statement



Property: 24/8 Taylor Drive, Mildura VIC 3500

PO Box 10130
Mildura Victoria 3502

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John Irwin Legal Pty Ltd
ATF The John Irwin Family Trust
ABN 16 630 750 024

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

24/8 Taylor Drive, Mildura 3500 being Lot 24 on Plan of Subdivision 530979N being the whole of the land contained in Certificate of Title Volume 10848 Folio 877

Vendor's name

Ian Maxwell Pickering

Date

/ /

**Vendor's
signature**

Vendor's name

Jeanette Lorraine Green

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) Mildura Rural City Council	(1) \$1,665.30 per annum	(1)
(2) Lower Murray Water	(2) \$175.05 per quarter	(2)
(3)	(3)	(3)

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. None known to the Vendor

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors 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 NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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:

None known to the Vendor

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:

None known to the Vendor

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 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")

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---------------------------------------------	------------------------------------------------	---------------------------------------	-----------------------------------	---------------------------------------------

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

Any certificates said to be attached hereto are attached



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

Page 1 of 1

VOLUME 10848 FOLIO 877

Security no : 124086421286X

Produced 05/11/2020 04:43 PM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 530979N.
PARENT TITLE Volume 10795 Folio 843
Created by instrument PS530979N 21/12/2004

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

IAN MAXWELL PICKERING of UNIT 24 8 TAYLOR DRIVE MILDURA VIC 3500

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

JEANETTE LORRAINE GREEN of UNIT 24 8 TAYLOR DRIVE MILDURA VIC 3500

AK506258F 05/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AD481958T 04/03/2005

DIAGRAM LOCATION

SEE PS530979N 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 24 8 TAYLOR DRIVE MILDURA VIC 3500

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS530979N

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS530979N
Number of Pages (excluding this cover sheet)	5
Document Assembled	05/11/2020 16:44

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PLAN OF SUBDIVISION		Stage No.	LTO use only	PLAN NUMBER PS 530979N
		EDITION 1		

Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) LTO base record: VICMAP DIGITAL PROPERTY Title References: Vol 10795 Fol 843 Last Plan Reference: PS 513110J (LOT 4) Postal Address: TAYLOR DRIVE, MILDURA, 3500. MGA Co-ordinates: E 604080 (Of approx. centre of plan) N 6213260 Zone 54	Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: S0712 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (I) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (II) The requirement has been satisfied. (III) The requirement is to be satisfied in Stage Council Delegate Council seal Date 22 / 9 / 2004 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /
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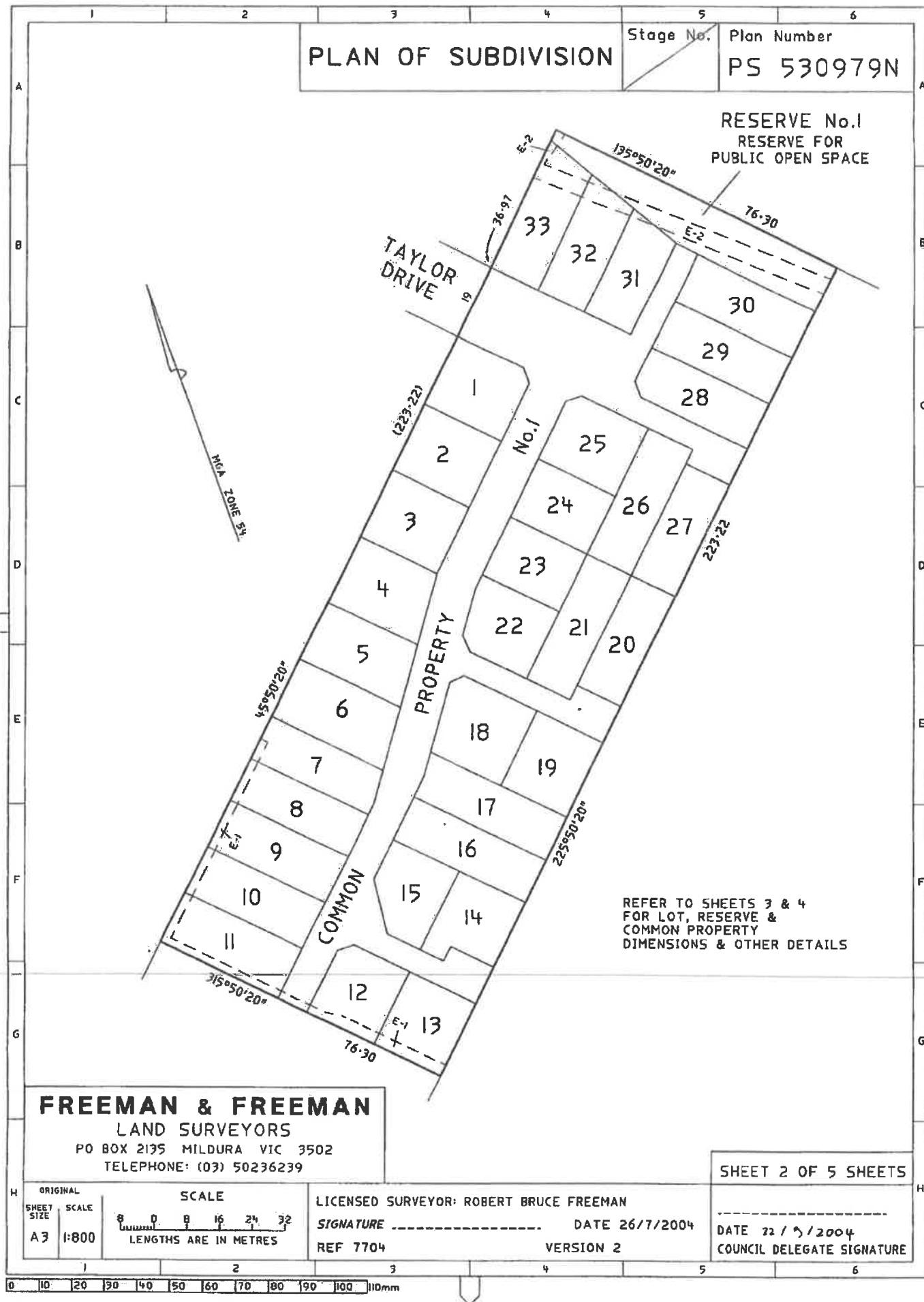
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
RESERVE No.1	MILDURA RURAL CITY COUNCIL

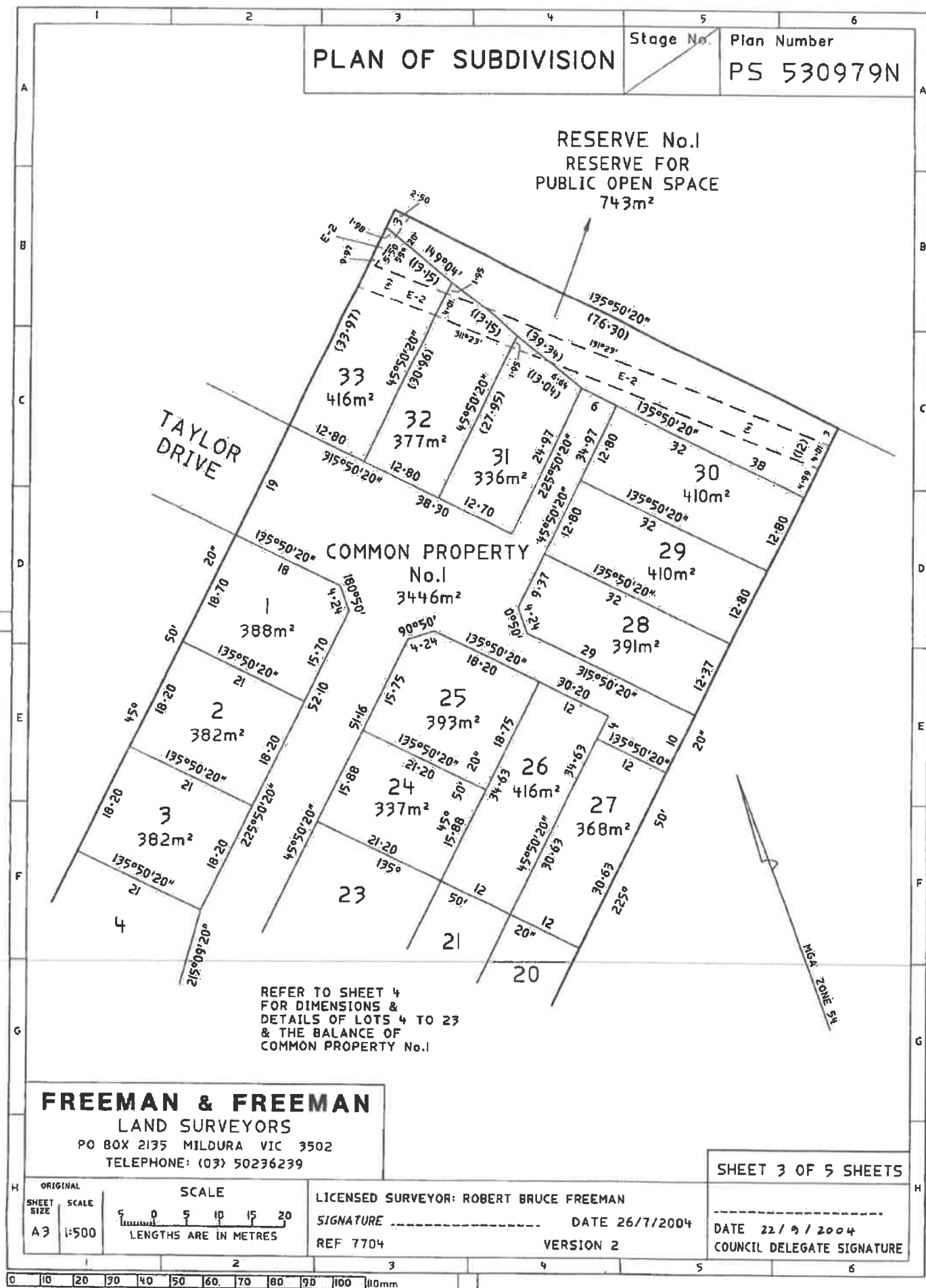
Notations	
Depth Limitation: DOES NOT APPLY	Staging This is/is not a staged subdivision Planning Permit No. P04/031
<u>OTHER NOTATIONS:</u> THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFERS 274761, 296099 & 292958 AFFECT ALL THE LAND ON THIS PLAN.	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 341, 862 & 1127 In Proclaimed Survey Area no. _____

Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG.	PS 513110J	LOWER MURRAY REGION WATER AUTHORITY
E-2	DRAINAGE	4	PS 513110J	FIRST MILDURA IRRIGATION TRUST

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN REF 7704 VERSION 2 DATE 26/7/2004 SIGNATURE _____	LTO use only _____ Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 10 / 12 / 2004 <hr/> LTO use only _____ PLAN REGISTERED TIME 10:56am DATE 21 / 12 / 04 Assistant Registrar of Titles Sheet 1 of 5 Sheets DATE 22 / 9 / 2004 COUNCIL DELEGATE SIGNATURE _____ Original sheet size A3
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FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2135 MILDURA VIC 3502
 TELEPHONE: (03) 50236239





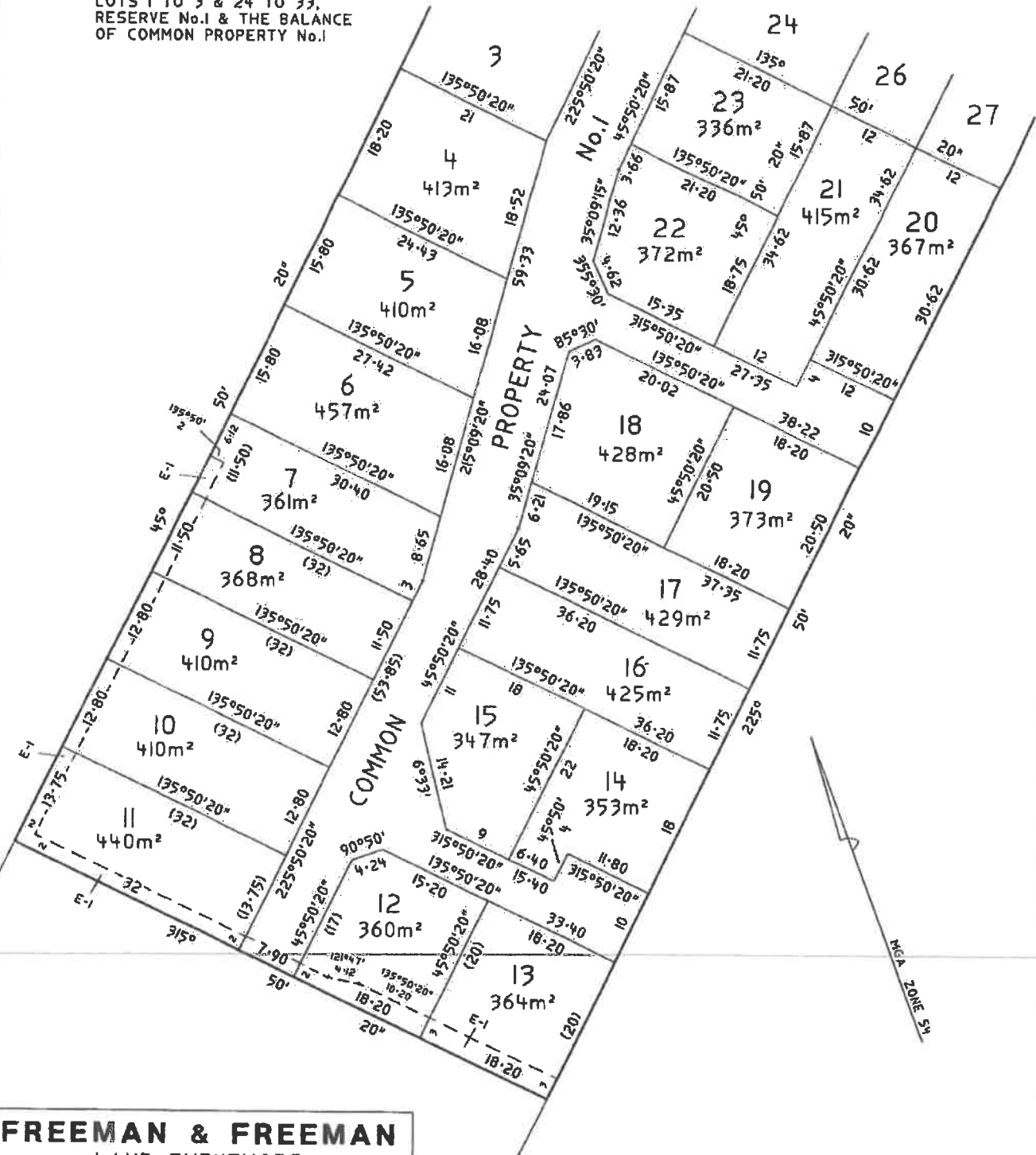
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 530979N

REFER TO SHEET 3 FOR
DIMENSIONS & DETAILS OF
LOTS 1 TO 3 & 24 TO 33,
RESERVE No.1 & THE BALANCE
OF COMMON PROPERTY No.1



FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 4 OF 5 SHEETS

ORIGINAL
SHEET
SIZE
A3

SCALE
1:500

SCALE

0 5 10 15 20
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE _____

REF 7704

DATE 26/7/2004

VERSION 2

DATE 22/9/2004
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

PS530979N

**FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT**



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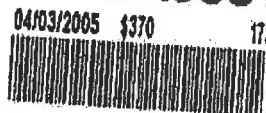
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**APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Lodged at the Titles Office by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61-63 Deakin Avenue, Mildura VIC 3500
CODE: 1008B

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

LAND: All that piece of land in Certificate of Title Volume ~~48795~~ ^{10848 - 854 - 886} Folio ~~849~~ inclusive

ADDRESS OF LAND: Sixteenth Street Mildura in the State of Victoria

RESPONSIBLE

AUTHORITY: Mildura Rural City Council of 108-116 Madden Avenue Mildura in the State of Victoria ("the Council")

**Section and Act under
which agreement is
made:**

Section 173 of the *Planning and Environment Act 1987*.

AGREEMENT DATE:

AGREEMENT WITH: ZHOMIC PTY LTD of 164 Lime Avenue Mildura in the State of Victoria ("the Owner")

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority

Name of Officer RICHARD SEXTON

Position of Officer MANAGER (CCA)

Date 2/12/04

Q-3
34 MAR 2005

23 FEB 2005



DRD481958T-1-1

MILDURA RURAL CITY COUNCIL

and

ZHOMIC PTY LTD

**SECTION 173 AGREEMENT
SIXTEENTH STREET MILDURA**



DRD481958T-2-9

**Martin Irwin & Richards
Lawyers
61 – 63 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA**

**Phone: 03 5023 7900
Fax: 03 5021 2700
Ref: KEM:DD 04/2258**

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04/03/2005 \$370 173

A standard 1D barcode used for document tracking and identification.



AD481958T-3-7

Section 173 Agreement – Sixteenth Street, Mildura

THIS AGREEMENT is made on the 2nd day of December 2004.

PARTIES

BETWEEN MILDURA RURAL CITY COUNCIL of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("the Council")

AND ZHOMIC PTY LTD of 164 Lime Avenue Mildura in the State of Victoria ("the Owner")

RECITALS

- A. The Owner is registered or entitled to be registered as the proprietor of the Land contained in Certificate of Title Volume 10848 Folio's 854 – 886 inclusive.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a thirty-three (33) lot body corporate subdivision ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 30th day of July 2004 and numbered P04/031 ("the Permit").
- E. Condition 2 of the Permit provides:
 - 2. Prior to the issue of a Statement of Compliance the Owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act 1987. The agreement must be prepared by Council to provide the following:
 - (a) the registered owner of the land, must contribute a development contribution charge (including drainage, open space, bike path and road components) for the development approved under this permit. The charge must be in accordance with the Development

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Section 173 Agreement – Sixteenth Street, Mildura

Contributions Plan 2004 prepared by Spiller Gibbons Swan Planning and Economics. The contribution must be made at within seven days of request after Gazettal of amendment C28 to the Mildura Planning Scheme (which includes the Development Contributions Plan) or upon the issue of the Statement of Compliance whichever is later;

- (b) Garbage bins must be assembled for collection at the north-eastern portion of the property (extension of Taylor Drive) to ensure garbage vehicles can perform a 3 point turn as detailed on the stormwater plan lodged with Council on 3rd June 2004. The owner acknowledges that Council will not be required to collect Garbage from any other location and the owner will be responsible for any costs or damages incurred by the Council in relation to garbage bins incorrectly located for collection whether collected by Council or not and on a full indemnity basis;

Item 'b' must be registered on each lot contained within the subdivision.

Any cost associated with the preparation of this agreement must be borne by the owner.

THE PARTIES AGREE:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter: -

"Act" means the Planning and Environment Act 1987 (Vic);

"Council" means the Mildura Rural City Council and any or its successors or assigns;

"Developer" means ZHOMIC PTY LTD ACN 006032462;

"Land" means the property situate at Sixteenth Street Mildura and described as all that piece of land in Certificate of Title Volume 10848 Folios 854-886 incl.;

"Lot" means any allotment created as a result of the Development;

"Owner" means the person or persons described as Owner at the time of entering into this Agreement and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any allotment created by any subdivision of the same and shall include the singular and the plural;

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Section 173 Agreement – Sixteenth Street, Mildura

"Permit" means planning permit number P04/031 issued by the Council on the 30th day of July 2004.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) "person" includes a firm, a body corporate, or an unincorporated association;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

3. SECTION 173 AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as an agreement under Section 173 of the Act.

3.2 Covenants Run with the Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends under clause 5 of this Agreement.

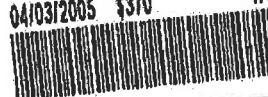
4. COMMENCEMENT

This Agreement will come into force and effect from the date of this Agreement.

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Section 173 Agreement – Sixteenth Street, Mildura



5. TERMINATION OF AGREEMENT

5.1 Upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 177 of the Act.

5.2 Upon Council's certification that this Agreement has ended in accordance with clause 5.1 above the Council shall, at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Registrar.

6. OWNER'S COVENANTS

6.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this Agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this Agreement.

6.2 Registration

The Owner will do all things necessary to enable the Council to register this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the Agreement to be registered under that Section.

6.3 Performance of Covenants

The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.

6.4 Comply with Permit

The Owner will comply with and carry out the conditions of the Permit.

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Section 173 Agreement – Sixteenth Street, Mildura



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6.5 Costs

The Owner will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Agreement at the Land Titles Office.

6.6 The Developer must:

- 6.6.1** pay the development contribution charge (including drainage, open space, bike path and road components) for the development approved under the permit;
- 6.6.2** acknowledge that the charge will be calculated in accordance with the Development Contributions Plan 2004 prepared by Spiller Gibbons Swan Planning and Economics;
- 6.6.4** make the payment within seven days of request by the Council (which request shall not be made until after Gazettal of Amendment C28 to the Mildura Planning Scheme) or upon the issue of the Statement of Compliance, whichever is the later;
- 6.6.5** acknowledge that the sale of all lots in the development does not exclude the Developer from the obligation to pay the Development Charge pursuant to this agreement.

6.7 The Owner must:

- 6.7.1** ensure that Garbage bins must be assembled for collection at the north-eastern portion of the property being the extension of Taylor Drive in such a position as to ensure garbage vehicles can perform a three point turn (as detailed on the stormwater plan lodged with Council on 3rd June 2004);
- 6.7.2** acknowledge that Council will not be required to collect incorrectly sited garbage or garbage from any other location;
- 6.7.3** pay any costs or damages incurred by the Council in relation to garbage bins incorrectly located for collection whether collected by Council or not and on a full indemnity basis;

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Section 173 Agreement – Sixteenth Street, Mildura



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6.7.4 pay the Development Contribution payable by the Developer pursuant to clause 6.6.1 in the event that the said charge has not been paid by the Developer and on a pro rata basis per lot if more than one owner.

7. OWNER'S WARRANTY

7.1 Registered Proprietor

The Owner warrants it is, or is entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

7.2 No other person with interest

The Owner warrants that other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Council prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land.

7.3 Obtained consents

The Owner warrants that it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the land and that these authorities or consents are attached to this Agreement.

8. ADDITIONAL MATTERS

8.1 Severance

If any provision of this Agreement is not valid it shall not effect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

8.2 Proper law

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

8.3 Joint & several

This Agreement is binding on the Owner and the Owner for the time being of any Lot created by the Development. In the event that there is more than one owner

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Section 173 Agreement – Sixteenth Street, Mildura

of any Lot the covenants, undertakings, warranties and liabilities of the Owners of the Lot shall be joint and several.

8.4 No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

9. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

EXECUTED as a deed.



0RD481958T-9-6

AD481958T

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Section 173 Agreement – Sixteenth Street, Mildura

THE COMMON SEAL of the)
MILDURA RURAL CITY COUNCIL)
was affixed hereto by authority of)
the Council in the presence of:)




Councillor PETER BURNE


Councillor VERNON KNIGHT


Chief Executive Officer

THE COMMON SEAL of ZHOMIC)
PTY LTD was hereunto affixed in)
the presence of:)




ROBERT LESLIE FAULKHEAD
Director


MARGARET ANN FAULKHEAD
Director / Secretary





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Transfer of Land

Section 45 Transfer of Land Act 1958

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Lodged by

Name: J.R. Watson Legal

Phone:

Address:

Reference:

Customer Code: 2829C

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio)

Volume 10848 Folio 877

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

The desire of the registered proprietors to change their manner of holding from joint proprietors to tenants in common in equal shares.

Transferor: (full name)

IAN MAXWELL PICKERING and JEANETTE LORRAINE GREEN

Transferee: (full name and address including postcode)

IAN MAXWELL PICKERING and JEANETTE LORRAINE GREEN both of Unit 24, 8 Taylor Drive Mildura as tenants in common in equal shares

Directing Party: (full name)

Dated: 23/7/13

Execution and attestation:

Signed by IAN MAXWELL PICKERING)

in the presence of:)

[Signature] witness

Signed by JEANETTE LORRAINE GREEN)

in the presence of:)

[Signature] witness

10591209A

Order to Register

Duty Use Only

T1

Please register and issue Certificate of Title to

Page 1 of 1

Signed

Customer Code:

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

OC No 530979N

**8 Taylor Drive MILDURA VIC 3500
Lot 24 (Unit 24)**

OWNERS CORPORATION CERTIFICATE

03 5022 0959

ISSUED: 11 November 2020

**If you wish to make payment of the settlement amount via EFT please utilise the BPAY
details located on the attached Contribution Notice.**

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2007
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 530979N
Registered Address: 8 Taylor Drive MILDURA VIC 3500
Lot Address: As above

Vendor Name: Mr I M Pickering and Ms J L Green
Reference: Not Available

Purchaser Name:
Contact Details:

This certificate is issued for Lot 24 / Unit 24 on Plan No. 530979N

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 11 November 2020. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$669.60 per annum for the year commencing 01 July 2020 paid Quarterly. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 July 2020	\$167.40
01 October 2020	\$167.40
01 January 2021	\$167.40
01 April 2021	\$167.40

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 31 December 2020. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	21 March 2017
Amount At Last Valuation Date:	\$9,360,000.00
Next Insurance Valuation Due Date:	21 March 2020
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	HU0027497
Sum Insured:	\$8,250,300.00
Premium:	\$9,861.59
Policy Renewal Date:	01 November 2021

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 530979
Situation: 8 Taylor Drive, Mildura VIC 3500
Covering:

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	8,250,300
Loss of Rent/Temp Accommodation (15%)	1,237,545
INSURED PROPERTY (Common Area Contents)	Not Selected
FLOOD	Selected
Excess 5 Any event of any kind. \$500	
Excess Legal Defence Expenses \$1,000	
POLICY 2 LIABILITY TO OTHERS	30,000,000
POLICY 3 VOLUNTARY WORKERS	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	250,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	5,000,000
POLICY 7 MACHINERY BREAKDOWN	Not selected
Loss of Rent/Temp Accommodation (20%)	Not selected
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	1,237,545
Extended cover – Rent/Temp Accommodation (15%)	185,631
Escalation in Cost of Temp Accommodation (5%)	61,877
Cost of Storage and Evacuation (5%)	61,877
POLICY 9 Government Audit Costs	25,000
Appeal expenses - common property health & safety breaches	100,000
Legal Defence Expenses	50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES

As per policy wording

Special Conditions/ Endorsements

Nil

Insurer: Strata Insurance - CHU
Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL LICENCE No: 239545
Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:
Nil

9. The total funds held by the Owners Corporation as at 11 November 2020 are:

Admin Fund: \$5,050.07

Maintenance Fund: \$0.00

Total Fund Held: \$5050.07

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:
Nil

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:
Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:
Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:
Nil

15. The Owners Corporation has resolved to appoint a manager.

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

17. Any other Information:

This Certificate is valid for sixty (60) days from the date of this Certificate.

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover
2. Minutes Of Most Recent Meeting
3. Model Rules
4. Statement of Advice and Information

Signed on behalf of the Owners Corporation 530979N by



John Burgess
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	530979N
Property Address	8 Taylor Drive MILDURA VIC 3500
Meeting Date	Thursday, 13 August 2020
Meeting Location	Teleconference Number (03) 7020 6310 John Burgess [Pin 27315]
Meeting Commenced	5:30 PM
Rep by	John Burgess
Members Present	Satvinder Singh & Ramandeep Kaur (11), Mr G A and Mrs K M Walters (18)
Proxies	Mr S R Brown (33) - represented by John Burgess
Apologies	Nil
Non Attendance	Mr R and Mrs F Kuzu (1), Mr P J Angel (2), Katherine Sarah Hynes (3), Nathan Terry McGREGOR (4), Mr D I and Mrs M I George (5), Mr S M and Mrs M A Ducat (6), Ms Nikki Lee Lodewyk (7), Mr K J and Mrs M F Erhardt (8), Mr G K and Mrs K L Symes (9), Erin Kate Murphy (10), Alisha Ria Ganda (12), Ms F L Neyland (13), Elaine Myrtle Foyle (14), Frankie Lionel Carter & Kelly Carter (15), Keith George Thomas Ford (16), Marlon Thomas Fraser (17), Mr Luke Rosenberg & Mrs Kathrine Joan Rosenberg (19), Mr Y S R Hindrarto (20), Christine Anne Johnson (21), Robyn E Pavis & Lynette M Buntine (22), Shannon Rhett Long & Tanya Louise Sutton (23), Mr I M Pickering and Ms J L Green (24), Emily Rose Saint (25), Samuel Jon Keneally & Maddison Rose Kennedy (26), Mr M J and Mrs B G Mirana (27)
Non Financial Attendee	Nil

1. Election Of A Chairperson For The Meeting

John Burgess is elected Chairperson for the Annual General Meeting.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot	Attendance by UOL
Total Eligible Attendees: 3	Total Eligible Attendee UOL: 99
Total Units: 33	Total UOL: 1000
Attendance Percentage: 9.09 %	Attendance Percentage: 9.9%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 25-Jul-2019

P:2

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Notes: As a committee was not elected within the last financial year, no committee report was required to be presented.

6. Financial Reports

Year ending: 30-Jun-2020

Bank balance (Administration): \$13,827.18

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP Property Group
Last Valuation Date:	21-Mar-2017
Last Valuation Amount:	\$9,360,000.00
Next Insurance Valuation Due Date:	21-Mar-2020
Insurer:	Strata Insurance - CHU
Policy Number:	HU0027497
Sum Insured:	\$8,010,000.00
Premium:	\$8,878.40
Insurance Policy Expiry Date:	01-Nov-2020

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to accept the suggested building insured amount, inclusive of office bearers liability insurance, upon renewal.

P:3 Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Notes: Members advised insurance valuation may be requested to be obtained at the next AGM.

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

8.1 Security Light

Works Category:
General repairs & maintenance

Works Description:
The Members of the Owners Corporation resolved by ordinary resolution that the security light out side of unit 29 is to be repaired.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
N/A

Preferred Basis To Proceed With Quotes:
N/A

Nominated Representative Name / Contact Information:

Works Managed By:
OC Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

P:4

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

11. OHS Requirements

30-Jun-2016

Last OHS Report is more than 3 years: Yes

The Members of the Owners Corporation resolved by ordinary resolution to meet the requirements of the OHS Act 2004 by undertaking a professional OH&S inspection and assessment. The Members of the Owners Corporation further resolved by ordinary resolution that on receipt of the OH&S Report the Manager will arrange for any hazard rectification works of up to \$1000 to be undertaken. For hazard rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

12. Essential Safety Measures

Last ESM Report Date: 29-06-2018

It was noted that an Annual Essential Safety Measures Report will be undertaken and provided as part of the regular ESM maintenance program. The Members of the Owners Corporation resolved by ordinary resolution that on receipt of the Essential Safety Measures Report the Manager will arrange for any rectification works of up to \$1000 to be undertaken. For rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Notes: The Members of the Owners Corporation resolved by ordinary resolution that

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Description	Proposed Amount	Amended Amount	Subtotal	Amended Amount GST	Amended Amount Total
Caretaking	\$800.00		\$727.27	\$72.73	\$800.00
Common electricity	\$1,200.00		\$1,090.91	\$109.09	\$1,200.00
Common water	\$200.00		\$181.82	\$18.18	\$200.00
Disbursement charge	\$1,683.00		\$1,530.00	\$153.00	\$1,683.00

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Essential Services - repairs & maintenance	\$1,000.00	\$909.09	\$90.91	\$1,000.00
Essential Services - Auditing	\$123.71	\$112.46	\$11.25	\$123.71
Insurance	\$10,000.00	\$9,090.91	\$909.09	\$10,000.00
Legislative & Compliance fee	\$850.00	\$772.73	\$77.27	\$850.00
OH&S report	\$0.00	\$464.55	\$46.45	\$500.00
OH&S - Repairs & Maintenance	\$0.00	\$909.09	\$90.91	\$1,000.00
Management fees	\$7,900.00	\$7,181.82	\$718.18	\$7,900.00
Professional Services - accounting legal other	\$55.00	\$50.00	\$5.00	\$55.00
Schedule 2.2 charges	\$440.00	\$400.00	\$40.00	\$440.00
Sub Total	\$24,251.71	\$23,410.65	\$2,341.06	\$25,751.71

Maintenance Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Nil Maintenance Fund items				
Sub Total	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$24,251.71	\$23,410.65	\$2,341.06	\$25,751.71

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Notes: It was resolved to amend the budget to include OH&S report \$500, and OH&S - Repairs & Maintenance \$1000.00.

15. Owners Corporation Contributions

Total UOL: 1000

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jul-2020

Instalment Number	Date
1	01-Jul-2020
2	01-Oct-2020
3	01-Jan-2021
4	01-Apr-2021

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Mr R and Mrs F Kuzu (UOL: 30)	\$727.55	\$772.55	\$181.89	\$193.14
2	Mr P J Angel (UOL: 30)	\$727.55	\$772.55	\$181.89	\$193.14
3	Katherine Sarah Hynes (UOL: 30)	\$727.55	\$772.55	\$181.89	\$193.14
4	Nathan Terry McGREGOR (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
5	Mr D I and Mrs M I George (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
6	Mr S M and Mrs M A Ducat (UOL: 36)	\$873.06	\$927.06	\$218.27	\$231.77
7	Ms Nikki Lee Lodewyk (UOL: 28)	\$879.05	\$721.05	\$169.76	\$180.26
8	Mr K J and Mrs M F Erhardt (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
9	Mr G K and Mrs K L Symes (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
10	Erin Kate Murphy (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
11	Satinder Singh & Ramandeep Kaur (UOL: 34)	\$824.56	\$875.56	\$206.14	\$216.89
12	Alisha Ria Ganda (UOL: 28)	\$679.05	\$721.05	\$169.76	\$180.26
13	Ms F L Neyland (UOL: 28)	\$879.05	\$721.05	\$169.76	\$180.26
14	Elaine Myrtle Foyle (UOL: 28)	\$679.05	\$721.05	\$169.76	\$180.26
15	Frankie Lionel Carter & Kelly Carter (UOL: 27)	\$854.80	\$695.30	\$163.70	\$173.82
16	Keith George Thomas Ford (UOL: 33)	\$800.31	\$849.81	\$200.08	\$212.45
17	Marion Thomas Fraser (UOL: 33)	\$800.31	\$849.81	\$200.08	\$212.45
18	Mr G A and Mrs K M Walters (UOL: 33)	\$800.31	\$849.81	\$200.08	\$212.45
19	Mr Luke Rosenberg & Mrs Kathrine Joan Rosenberg (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
20	Mr Y S R Hindrarto (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
21	Christine Anne Johnson (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
22	Robyn E Pavis & Lynette M Buntine (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
23	Shannon Rhett Long & Tanya Louise Sutton (UOL: 26)	\$630.54	\$669.54	\$157.64	\$167.39
24	Mr I M Pickering and Ms J L Green (UOL: 26)	\$630.54	\$669.54	\$157.64	\$167.39
25	Emily Rose Saint (UOL: 31)	\$751.80	\$798.30	\$187.95	\$199.58
26	Samuel Jon Keneally & Maddison Rose Kennedy (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
27	Mr M J and Mrs B G Mirana (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
28	Mr B G D Hanstock (UOL: 31)	\$751.80	\$798.30	\$187.95	\$199.58
29	Mr J A V and Mrs S M George (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
30	Mr W A Laird (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
31	Alice Joy Totenhofer (UOL: 26)	\$630.54	\$669.54	\$157.64	\$167.39
32	Luisa Fiona Maiorana (UOL: 29)	\$703.30	\$746.80	\$175.82	\$186.70
33	Mr S R Brown (UOL: 32)	\$776.05	\$824.05	\$194.01	\$206.01
Grand Total:		\$24,251.71	\$25,751.71		

The Members of the Owners Corporation resolved by ordinary resolution to amend the Owners Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Notes: Please refer to the amended budget for details.

16. Election Of The Committee

Lot	Owner Name	Committee
1	Mr R. and Mrs F Kuzu	--
2	Mr P J Angel	--
3	Katherine Sarah Hynes	--
4	Nathan Terry McGREGOR	--
5	Mr D I and Mrs M I George	--
6	Mr S M and Mrs M A Ducat	--
7	Ms Nikki Lee Lodewyk	--
8	Mr K J and Mrs M F Erhardt	--
9	Mr G K and Mrs K L Symes	--
10	Erin Kate Murphy	--

Lot	Owner Name	Committee
11	Satvinder Singh & Ramandeep Kaur	Secretary
12	Alisha Ria Ganda	--
13	Ms F L Neyland	--
14	Elaine Myrtle Foyle	--
15	Frankie Lionel Carter & Kelly Carter	--
16	Keith George Thomas Ford	--
17	Merion Thomas Fraser	--
18	Mr G A and Mrs K M Walters	Chairperson
19	Mr Luke Rosenberg & Mrs Kathrine Joan Rosenberg	--
20	Mr Y S R Hindranto	--
21	Christine Anne Johnson	--
22	Robyn E Pavis & Lynette M Buntine	--
23	Shannon Rhak Long & Tanya Louise Sutton	--
24	Mr I M Pickering and Ms J L Green	--
25	Emily Rose Saint	--
26	Samuel Jon Keneally & Maddison Rose Kennedy	--
27	Mr M J and Mrs G G Mirana	--
28	Mr B G D Hanslock	--
29	Mr J A V and Mrs S M George	--
30	Mr W A Laird	--
31	Alice Joy Totenhofer	--
32	Luisa Fiona Maiorana	--
33	Mr S R Brown	--

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 - Committees.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Mr G A and Mrs K M Walters

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary: Satvinder Singh & Ramandeep Kaur

The Members of the Owners Corporation resolved by ordinary resolution to elect a Secretary.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer and the

Authorised Contact Person shall be David Leece.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

P:8

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

23.1 Street Parking

The manager is to approach the council with an enquiry regarding safer street parking. Residents have found when exiting the property, it is hard to view oncoming traffic, due to the proximity of cars parked at the entrance of the property. Members feel this is a health hazard.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation. The fees will be charged as per the resolved budget. The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 12-Aug-2021

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: John Burgess [Pin 27315]

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 18, Seconded: Lot 11, Votes For: 3, Against: 0, Abstain: 0

Meeting Closed: 13-Aug-2020 6:15 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

- ~~(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or~~
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
 - (2) The party making the complaint must prepare a written statement in the approved form.
 - (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
 - (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
 - (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
 - (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.
-

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Property Report from www.land.vic.gov.au on 05 November 2020 04:53 PM

Address: UNIT 24/8 TAYLOR DRIVE MILDURA 3500

Lot and Plan Number: Lot 24 PS530979

Standard Parcel Identifier (SPI): 24\PS530979

Local Government (Council): MILDURA **Council Property Number:** 30346

Directory Reference: VicRoads 534 K12

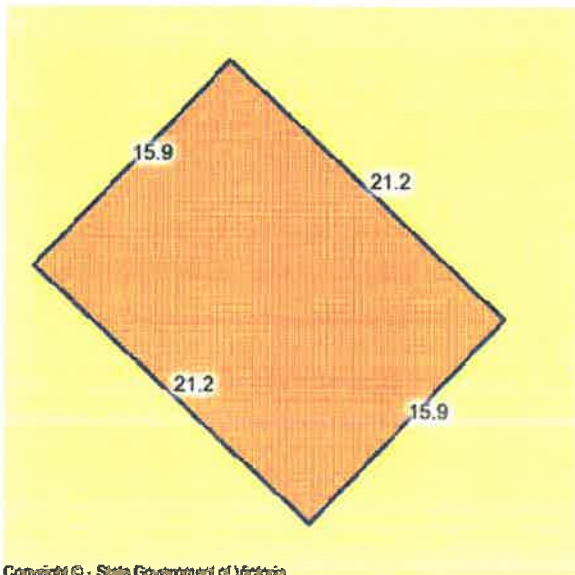
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 336 sq. m

Perimeter: 74 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)
SALINITY MANAGEMENT OVERLAY (SMO)
SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 4 November 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 05 November 2020 04:53 PM

PROPERTY DETAILS

Address: **24/8 TAYLOR DRIVE MILDURA 3500**
Lot and Plan Number: **Lot 24 PS530979**
Standard Parcel Identifier (SPI): **24\PS530979**
Local Government Area (Council): **MILDURA**
Council Property Number: **30346**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 K12**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

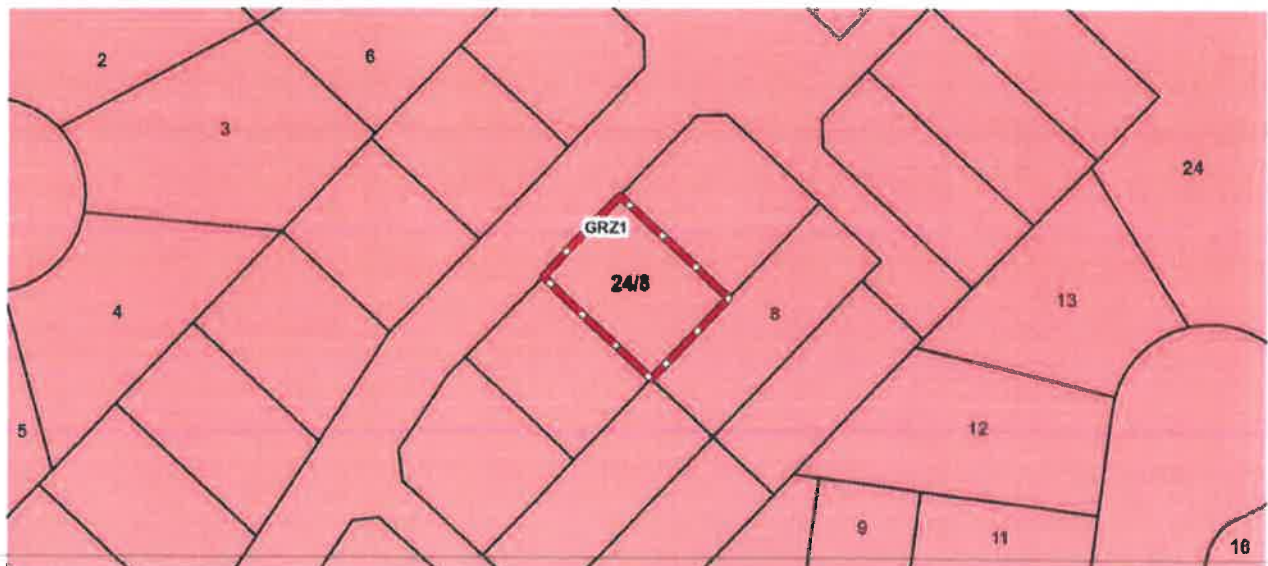
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



 **GRZ - General Residential**

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

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PLANNING PROPERTY REPORT: 24/8 TAYLOR DRIVE MILDURA 3500

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PLANNING PROPERTY REPORT



Environment,
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Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



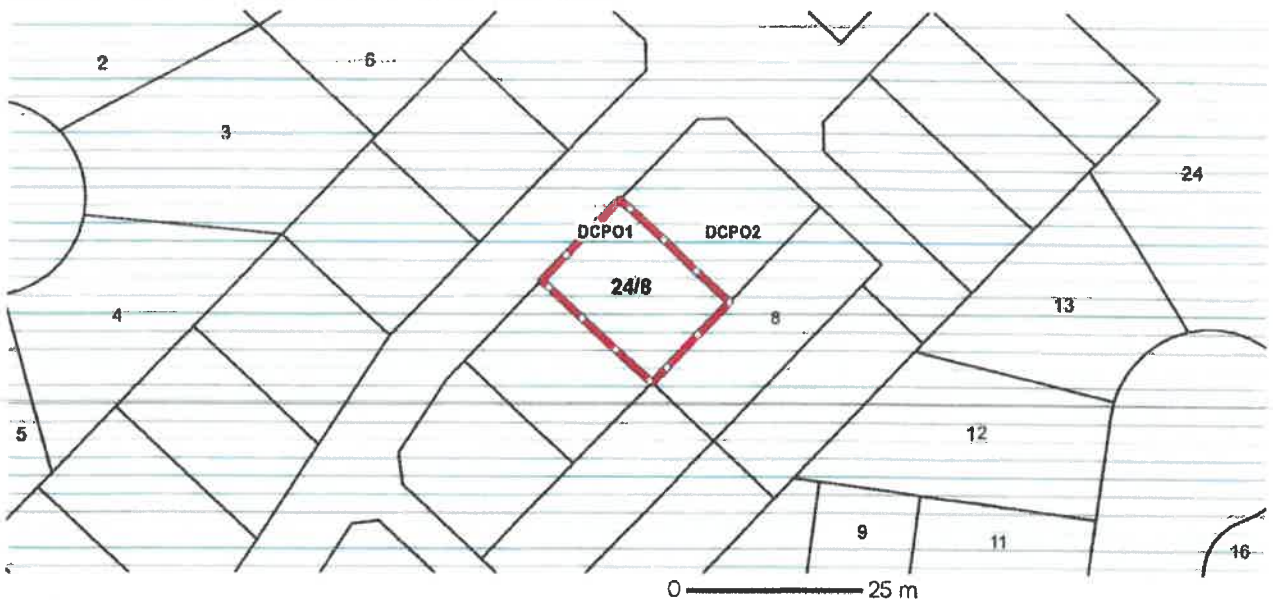
 **DDO - Design and Development**

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 **DCPO - Development Contributions Plan**

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

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PLANNING PROPERTY REPORT: 24/8 TAYLOR DRIVE MILDURA 3500

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PLANNING PROPERTY REPORT

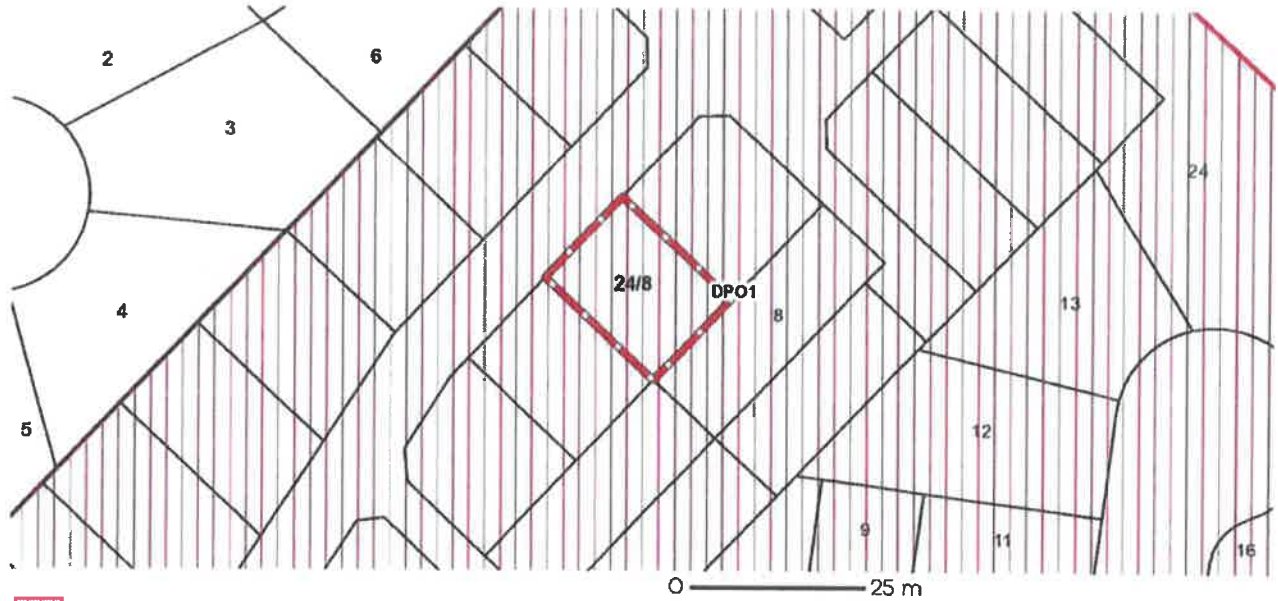


Environment,
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and Planning

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

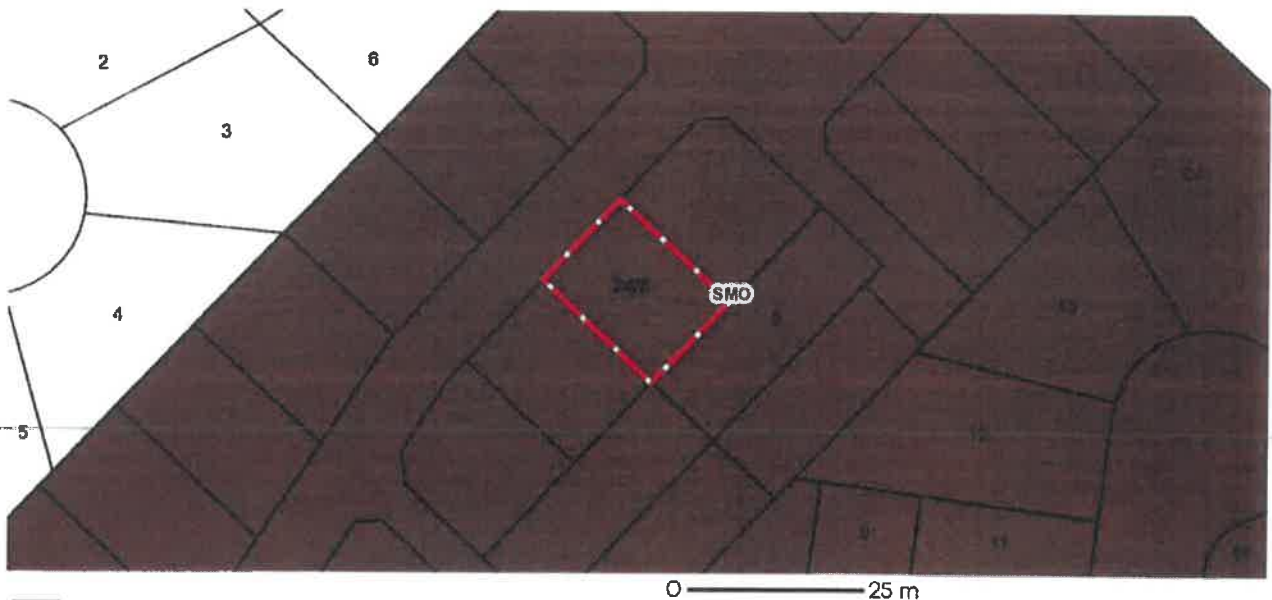


 **DPO - Development Plan**

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

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



 **SMO - Salinity Management**

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

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PLANNING PROPERTY REPORT: 24/B TAYLOR DRIVE MILDURA 3500

PLANNING PROPERTY REPORT

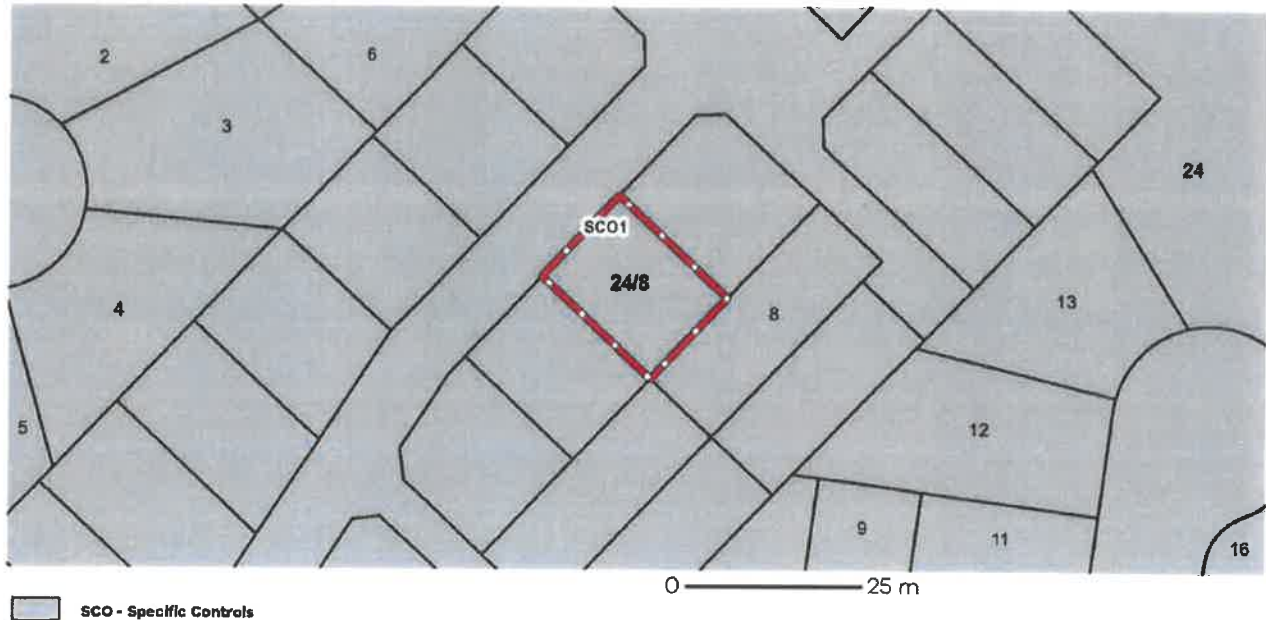


Environment,
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and Planning

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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

Further Planning Information

Planning scheme data last updated on 4 November 2020.

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>

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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.maps.vic.gov.au/vicplan>

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

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PLANNING PROPERTY REPORT: 24/8 TAYLOR DRIVE MILDURA 3500

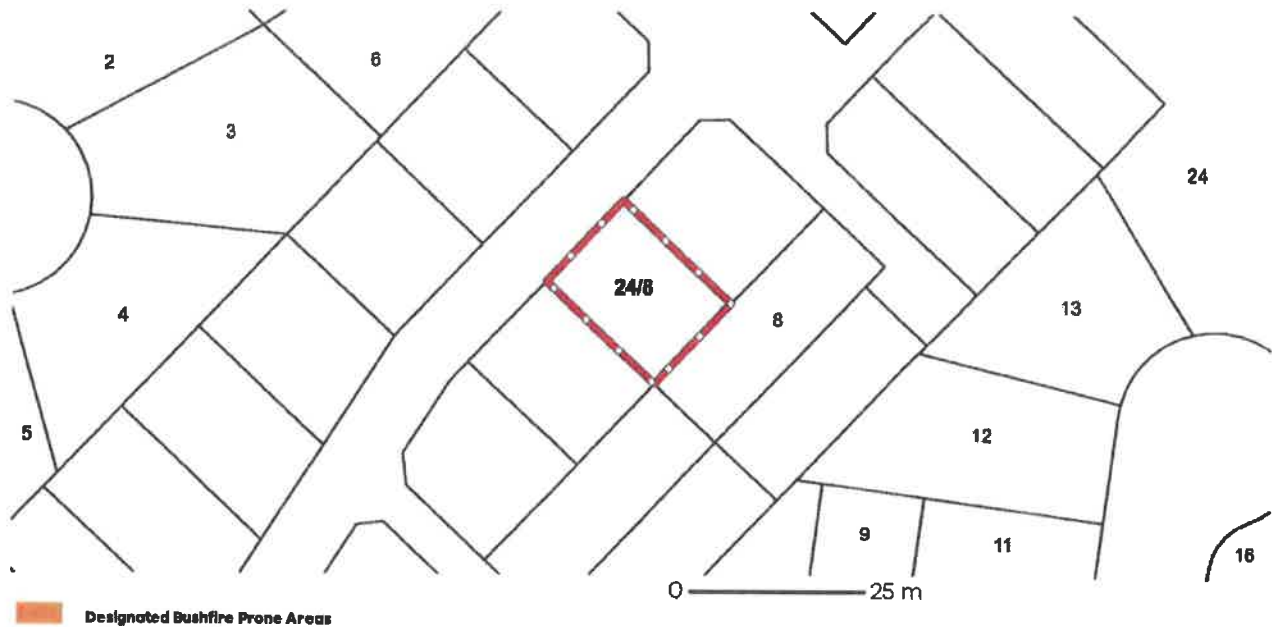
PLANNING PROPERTY REPORT



Environment,
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and Planning

Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>.

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PLANNING PROPERTY REPORT: 24/8 TAYLOR DRIVE MILDURA 3500

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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 \(consumer.vic.gov.au/duediligencechecklist\)](http://consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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