

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: Michelle Fay Dalby

Property: 20 Le Pedeleure Avenue MILDURA VIC 3500

VENDORS REPRESENTATIVE

Mildura Property Transfers Pty Ltd
124A Eighth Street, Mildura 3500

PO Box 1012
MILDURA VIC 3502

Tel: 03 5022 9300
Email: jenni@mildurapropertytransfers.com.au

Ref: Jenni Foster

SECTION 32 STATEMENT
20 LE PEDELEURE AVENUE MILDURA VIC 3500

1. FINANCIAL MATTERS

(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$2,068.98	Per annum
Lower Murray Water	\$ 175.05	Per quarter

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

2. INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

3. LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

SECTION 32 STATEMENT
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(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: Mildura Rural City Council See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

The Owners Corporation in respect of the land is INACTIVE. It has not, in the past 15 months, had an Annual General Meeting, fixed any fees or held any joint insurance. Vendors Public Liability Insurance for common property attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

(2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the~~

SECTION 32 STATEMENT
20 LE PEDELEURE AVENUE MILDURA VIC 3500

- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -

SECTION 32 STATEMENT
20 LE PEDELEURE AVENUE MILDURA VIC 3500

- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE 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 the 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 but the checklist has been attached as a matter of convenience.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Michelle Fay Dalby

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

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

Register Search Statement - Volume 10498 Folio 248

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

VOLUME 10498 FOLIO 248

Security no : 124085827502Q
Produced 01/10/2020 02:08 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 431657P.
PARENT TITLE Volume 09896 Folio 669
Created by instrument PS431657P 17/02/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHELLE FAY DALBY of 285 NIXON ROAD MONASH SA 5342
AK790357M 17/12/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK790358K 17/12/2013
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE PS431657P 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)

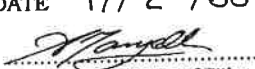
Street Address: 20 LE PEDELEURE AVENUE MILDURA VIC 3500

OWNERS CORPORATIONS

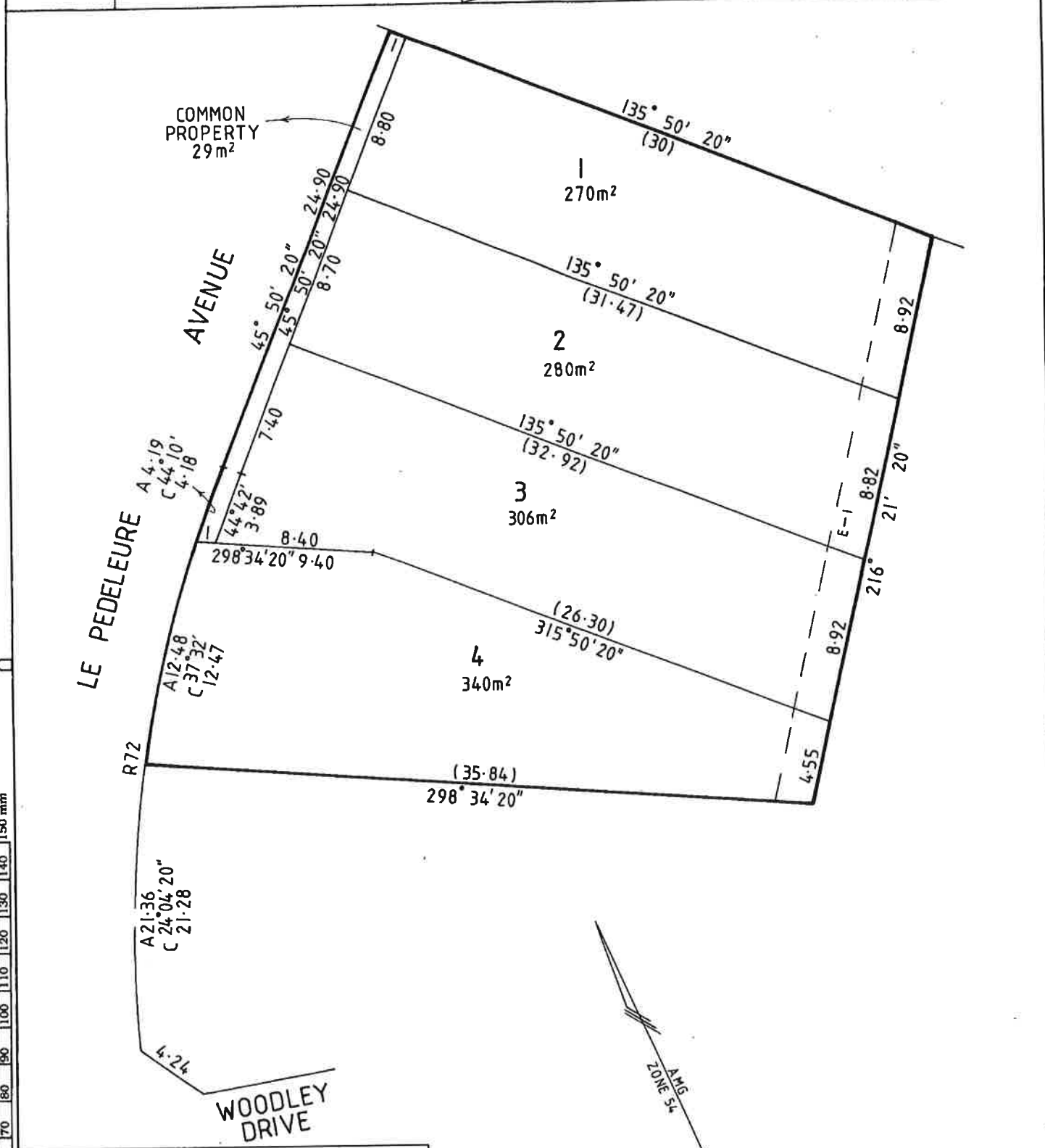
The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS431657P

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 01/10/2020, for Order Number 64414394. Your reference: WW: 345-20.

PLAN OF SUBDIVISION		STAGE NO. / LTO use only EDITION 2	Plan Number PS 431657P
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) LTO Base Record: LITHO SHEET 2 Title Reference: VOL. 9896 FOL. 669 Last Plan Reference: L.P. 215774 G (LOT 30) Postal Address: 20 LE PEDELEURE AVE., (at time of subdivision) MILDURA, 3500. AMG Co-ordinates E 603810 Zone: 54 (of approx. centre of land N 6214530 in plan)		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: L11/3494/0020 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 of the 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 / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /	
Vesting of Roads or Reserves			
Identifier	Council/Body/Person		
NIL	NIL		
		Notations	
		Staging This is /is not a staged subdivision Planning Permit No. P98/386 Depth Limitation DOES NOT APPLY THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 259806 AFFECT THE LOTS IN THIS PLAN.	
		Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 183,333 & 421 In Proclaimed Survey Area No. _____	
Easement Information			
Legend:		LTO use only	
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance		Statement of Compliance/ Exemption Statement	
A - Appurtenant Easement R - Encumbering Easement (Road)		Received <input checked="" type="checkbox"/>	
		Date 21 / 1 / 00	
Subject Land	Purpose	Width (Metres)	Origin
E - 1	SEWERAGE	2	L.P. 215774 G
		Land Benefited/In Favour Of	
		LOTS ON L.P. 215774 G	
		LTO use only	
		PLAN REGISTERED	
		TIME 8:10	
		DATE 17 / 2 / 00	
		 Assistant Registrar of Titles	
		Sheet 1 of 3 Sheets	
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236 239		LICENSED SURVEYOR (PRINT) ROBERT..BRUCE..FREEMAN..... SIGNATURE..... DATE 26 / 7 / 1999 REF 6638 VERSION 1	
		DATE / /	
		COUNCIL DELEGATE SIGNATURE	
		Original sheet size A3	

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 431657P
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FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236 239		Sheet 2 of 3 sheets
ORIGINAL SCALE 1:200	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN... SIGNATURE DATE 26 / 7 / 1999 REF 6638 VERSION 1
SHEET SIZE A3		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS431657P

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS431657P**

The land in PS431657P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 4.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
20 LE PEDELEURE AVENUE MILDURA VIC 3500

PS431657P 17/02/2000

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	23	23
Lot 2	23	23
Lot 3	26	26
Lot 4	28	28
Total	100.00	100.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/10/2020 02:10:23 PM

**OWNERS CORPORATION
PLAN NO. PS431657P**

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.



P.618 8332 4544
LEVEL 1, SUITE 14A
198 GREENHILL RD
EASTWOOD SA 5063

P.618 8725 7955
17A JAMES ST
MOUNT GAMBIER
SA 5290

P.618 8584 6105
25 EAST TCE
LOXTON SA 5333

P.618 8582 1277
6 KAY AVE
BERRI SA 5343

P.618 8541 2407
12A PEAKE TCE
WAIKERIE SA 5330

INFO@GIASA.COM.AU | WWW.GIASA.COM.AU
CAR 392082 | ABN 29 146 619 696



**AUTHORISED
BROKER**
Community Broker
Network Pty Ltd

ABN 80 086 016 164 | AFSL 233700

We have arranged the following insurance cover effective from the 23/10/2020. Please review the details thoroughly to ensure all information is correct and policy coverage meets your requirements.

TAX INVOICE
This document will be a tax invoice for GST when you make payment

SJ O'BRIEN & MF DALBY
PO BOX 211
BERRI SA 5343

Invoice Date: 3/11/2020

Invoice No: 42413

Our Reference: OBRIST

Should you have any queries in relation to this account, please contact your Account Manager
Berri Office 1

Class of Policy: Strata Residential Insurance
Insurer: QBE Insurance (Australia) Limited
85 Harrington Street SYDNEY NSW 2000
ABN: 78 003 191 035
The Insured: Owners Corporation Plan No. PS - 431657P

NEW POLICY
Policy No: CAH0008899
Period of Cover:
From 23/10/2020
to 23/10/2021 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

20, 20A, 20B & 20C LE PEDELEURE AVE, MILDURA

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$368.72	\$90.00	\$0.00	\$49.18	\$40.56	\$33.00
TOTAL					\$581.46

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you must disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms. You must answer the specific questions truthfully and accurately and not misrepresent the nature of the risk to the insurer. The duty also applies when you seek to renew, extend or alter a policy. It applies up to the time the policy is renewed, extended or altered.

NON-DISCLOSURE

If you do not comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim and/or cancel the contract. If your non-disclosure is fraudulent, the Insurer may decline the claim and may avoid the contract from its beginning. (see Important Notices attached)



Billor Code: 271361
Ref: 523003341828186

Contact your financial institution to make this payment from your nominated account.

Our Reference: OBRIST
Invoice No: 42413
Acct Man: GIA-BERRI1



Mail this portion with your cheque payable to:
Community Broker Network
6 Kay Avenue
BERRI SA 5343



To pay with your
VISA, Mastercard or AMEX - surcharges apply
Visit <https://www.cbnet.com.au/pay-your-premium/>
Client Ref: 523341X Invoice Ref: 42413

AMOUNT DUE \$581.46

Schedule of Insurance

Class of Policy: Strata Residential Insurance
The Insured: Owners Corporation Plan No. PS - 431657P

Policy No: CAH0008899
Invoice No: 42413
Our Ref: OBRIST

This policy has been placed through
CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
Level 5, 1 Northcliffe St MILSONS POINT NSW 2061

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with
QBE Insurance (Australia) Limited
ABN 78 003 191 035
85 Harrington Street SYDNEY NSW 2000

COMMUNITY ASSOCIATION INSURANCE PLAN - RESIDENTIAL

The Insured: Owners Corporation Plan No. PS - 431657P
Situation: 20, 20A, 20B & 20C LE PEDELEURE AVENUE MILDURA, VIC 3500
Policy Number: CAH0008899
Period of Insurance: 23/10/2020 - 23/10/2021

COVER SELECTED	Sum Insured
POLICY 1 COMMUNITY PROPERTY COMMUNITY PROPERTY (Community Income) COMMUNITY PROPERTY (Common Area Contents) Sports Playing Field Extra Expenses Excess 5 Any event of any kind. \$300	100,000 15,000 Not selected Not selected Not selected
POLICY 2 LIABILITY TO OTHERS	Limit of Liability - 20,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	Not selected
POLICY 7 MACHINERY BREAKDOWN	Not selected
POLICY 8 CATASTROPHE (COMMUNITY ASSOCIATION) Extended cover – Community Income/Temp Accommodation/Storage	Not selected Not selected
POLICY 9 PART A - Government Audit Costs PART B - Appeal Expenses - common property health & safety breaches PART C - Legal Defence Expenses	25,000 100,000 50,000
FLOOD Selected Excess FLOOD EXCESS \$300 Exclusion 1a does not apply.	

IMPORTANT INFORMATION

insurers

Policies issued by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261 on behalf of the insurers:-
QBE Insurance (Australia) Limited ABN 78 003 191 035 of 8 Chifley Square Sydney NSW 2000 (AFS Licence No: 239545)

Class of Policy: Strata Residential Insurance	Policy No: CAH0008899
The Insured: Owners Corporation Plan No. PS - 431657P	Invoice No: 42413
	Our Ref: OBRIST

Your Duty of Disclosure excesses - explanatory notes

Before you renew or vary this contract of insurance, you have a duty of disclosure under the *Insurance Contracts Act 1984*. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to renew the contract.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Excess - explanatory notes

Whenever an Excess Number and amount is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that numbered Event

The Event to which the number refers is:

1. Damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
2. Damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
3. Breakage of or damage to glass or mirrors.
4. Storm and/or tempest.
5. Any Event of any kind.
6. Damage to electric motors.
7. Malicious acts, vandalism, graffiti.
8. Impact caused by road Vehicles or animals.
9. Burglary or theft or any attempt thereat.

Class of Policy: Strata Residential Insurance	Policy No: CAH0008899
The Insured: Owners Corporation Plan No. PS - 431657P	Invoice No: 42413
	Our Ref: OBRIST

IMPORTANT NOTICES AND INFORMATION

Additional Duty of Disclosure Information

Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure. If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

Duty of Good Faith

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, you may prejudice any claim.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes in activities (including overseas) which may have a bearing on the adequacy of your insurance coverage.

Average or Co-Insurance

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000
Therefore you would be self insured for 50% of the Full Value	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%)	\$50,000

Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

The Interest of Other Parties

If you require the interest of a party other than the named insured to be covered you **must** request this as most policy conditions will exclude indemnity to other parties (eg: Mortgagees, Lessors, Principals. etc) unless their interest is noted on the policy.

Claims Occurring prior to commencement

Your attention is drawn to the fact that most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the time the policy is current.

Subrogation and/or hold harmless

You may prejudice your rights with regard to a claim if, without prior agreement from your insurer, you make any agreement with a third party that will prevent the insurer from recovering the loss from that third party or another party who would be otherwise liable. When you enter into a contract you should take particular note of what the contract contains with respect to insurance requirements, hold harmless clauses, indemnity clauses, waivers or subrogation and/or recovery, remedies, penalties and the like.

Leasing, Hiring and Borrowing Property

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed. If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damages is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

Claims Made During the Period of Insurance (Claims Made Policies)

Your attention is drawn to the fact that some policies (for example, professional indemnity insurance, D&O Liability and Crime) provide cover on a "claims made" basis.

This means that claims that are first advised to you (or made against you) and reported to your insurer during the period that the policy is current are insured under that policy, irrespective of when the incident causing the claim occurred (unless there is a date beyond which the policy does not cover – this is called a "retroactive date"). If you become aware of circumstances which could give rise to a claim and notify the insurer during the period that the policy is current, a claim later arising out of those circumstances should also be covered by

Schedule of Insurance

Page 5 of 5

Class of Policy: Strata Residential Insurance
The Insured: Owners Corporation Plan No. PS - 431657P

Policy No: CAH0008899
Invoice No: 42413
Our Ref: OBRIST

the policy that is current at the time of the notification, regardless of when the claim is actually made or when the incident causing the claim occurred.

In order to ensure that your entitlement to claim under the policy is protected, you must report all incidents that may give rise to a claim against you to the Insurers without delay after they come to your attention and before the policy expires.

Non Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Essential reading of policy wording

The policy wordings for your insurances have either been provided to you or will be sent to you as soon as they are received from your Insurers. We recommend that you read these documents carefully as soon as possible and advise us in writing of any aspects which are not clear to you or if any aspect of the cover does not meet with your requirements

Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. NAS will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by NAS. We may also charge you a cancellation fee.

Cancellation of Policy or Deficient Cover Due to Non Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

Disclosure

This above information is not comprehensive. It provides only a summary of the subject matter covered and is not tailored specifically to your business or private situation. You should make your own assessment of this information and rely on it wholly at your own risk.

General Advice Warning

This advice does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs.

Before you make any decision about whether to acquire the policy, you should obtain and read the product disclosure statement for the policy.

From www.planning.vic.gov.au at 01 October 2020 02:10 PM

PROPERTY DETAILS

Address: **20 LE PEDELEURE AVENUE MILDURA 3500**
 Lot and Plan Number: **Lot 1 PS431657**
 Standard Parcel Identifier (SPI): **1\PS431657**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **22580**
 Planning Scheme: **Mildura**
 Directory Reference: **Vicroads 534 J9**

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](#)

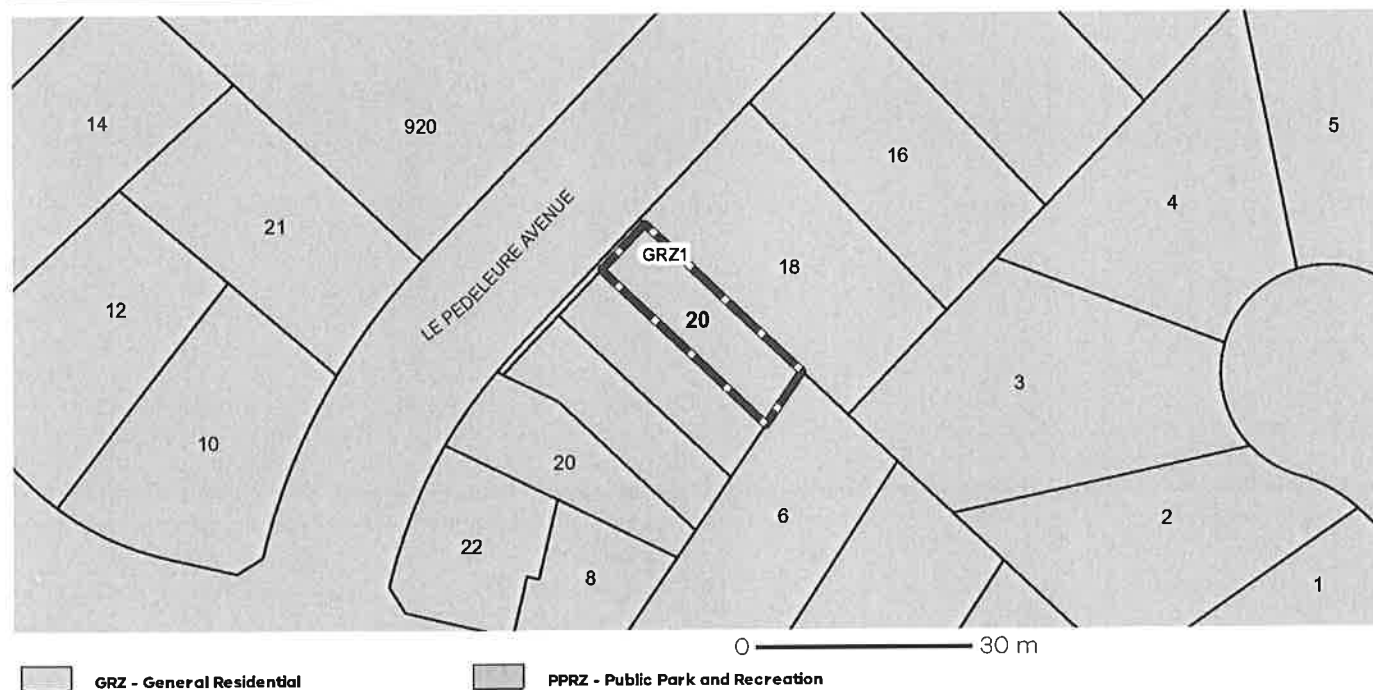
STATE ELECTORATES

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

Planning Zones

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

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



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

Planning Overlays

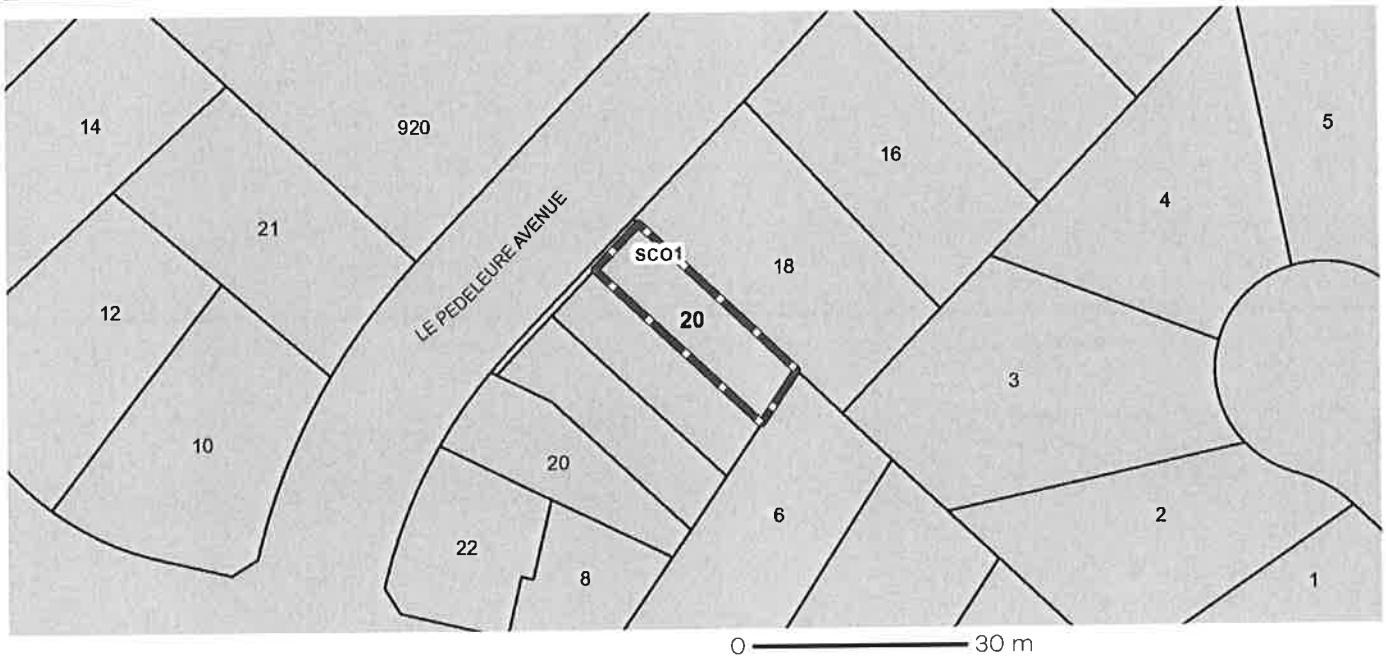
- DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
- DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
- DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

- SPECIFIC CONTROLS OVERLAY (SCO)
- SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls

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

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 Read the full disclaimer at <https://www2.delwp.vic.gov.au/d/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 1982 (Vic).

Further Planning Information

Planning scheme data last updated on 23 September 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>

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>

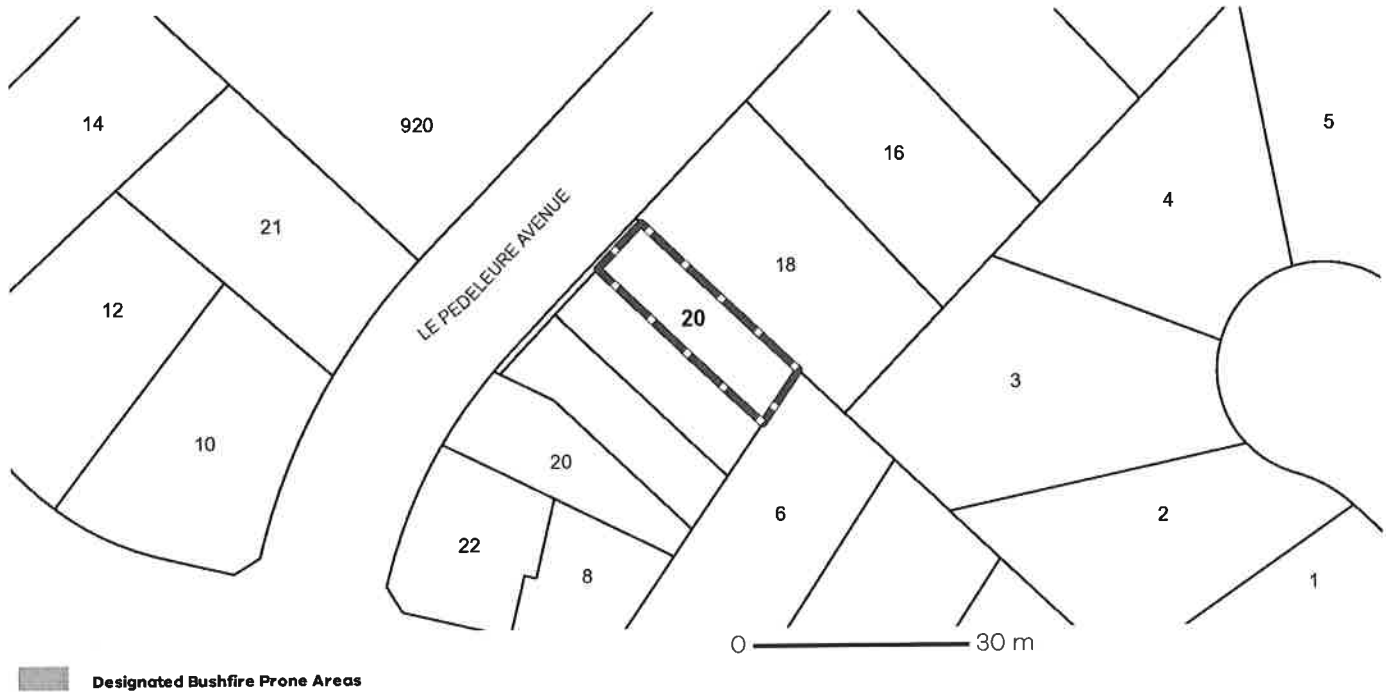
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.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.**



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>



Mildura Rural City Council

Internal Use Only



TAX INVOICE

4812 42 498 537 007



Ms M F Dalby
PO Box 211
BERRI SA 5343



048
1018236
R3_8688

Total Rates & Charges For this Year
\$2,068.98
Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description
20 Le Pedeleure Avenue MILDURA VIC 3500
Lot 1 PS 431657P Sec 33 Blk E

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate
Waste Management

0.00620605	243000	\$1,508.07
434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)
Residential Fire Levy (Variable)

113.00	1	\$113.00
0.000054	243000	\$13.12

PAYMENT DEADLINES EXTENDED
First instalment due by 14 October 2020.
Second instalment due by 14 December 2020.

COVID-19 SUPPORT
Relief options are available to assist ratepayers experiencing financial hardship.
Visit mildura.vic.gov.au/coronavirus or call us for details.

TOTAL AMOUNT **\$2,068.98**

Payment in full Due 15 Feb 2021 \$2,068.98	Or	1st Instalment Due 14 Oct 2020 \$517.23	2nd Instalment Due 14 Dec 2020 \$517.25	3rd Instalment Due 28 Feb 2021 \$517.25	4th Instalment Due 31 May 2021 \$517.25
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Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices. Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Ms M F Dalby
20 Le Pedeleure Avenue MILDURA VIC 3500
Assessment No: 22580

Payment In Full: \$2,068.98
Or 1st Instalment: \$517.23

Biller code: 93922
Ref: 225805

Full Payment *41 225805

Biller code: 0041
Billpay Ref: 225805

Centrepay Ref: 555 054 730B

BPAY this payment via internet or phone banking.
BPAY ViewSM View and pay this bill using internet banking.
BPAY View Registration No.: 225805

Pay in person at any post office, phone 13 18 18 or go to postbillpay.com.au

Internal Use Only



MILDURA
 741 - 759 Fourteenth Street Mildura 3500
 PO Box 1488 Mildura 3502
 AUSDOC DX 50023
 Tel: (03) 8081 3400 Fax: (03) 5051 3480
 Office Hours 8.00am - 5.00pm Monday - Friday

SWAN HILL
 73 Beveridge Street Swan Hill 3585
 PO Box 1447 Swan Hill 3585
 AUSDOC DX 30184
 Tel: (03) 8036 2180 Fax: (03) 5036 2180
 Office Hours 8.00am - 5.00pm Monday - Friday



KERANG
 58 Wellington Street Kerang 3579
 PO Box 517 Kerang 3579
 AUSDOC DX 67908
 Tel: (03) 5450 3950 Fax: (03) 5450 3967
 Office Hours 8.00am - 1.00pm Monday - Friday



24 Hour Supply Emergency
 1800 808 830

ABN 18 475 808 826
 www.lmw.vic.gov.au

Reference No. 029486

URBAN ACCOUNT

Amount Due \$173.95

Due Date 20-MAY-2020

Date Of Issue 16/04/2020

Tariffs and Charges Notice
 4th Quarter 2019/20
 01/04/2020 - 30/06/2020

POST *850 700294861

Property Address: 20 LE PEDELEURE AVENUE MILDURA, VIC 3500 (Prop:29486) - Urban Account
 Lot 1 PS 431657P Mildura Vol 10498 Fol 248

	Charge	Balance
Water Service Tariff	51.76	51.76
Sewerage Service Tariff	122.19	122.19

TOTAL OWING \$173.95

*Loan Ave
 2715*



Payments/Credits since last Notice \$173.95
 Urban customers are advised that Stage 1 water restrictions are currently in effect

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account



Direct Debit
 Please contact your local office



Centrepay
 Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.



Billpay Code: 0850
Ref: 7002 9486 1

Pay in person at any Post Office.



Billier Code: 78477
Ref: 7002 9486 1

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

029486
 20 LE PEDELEURE AVENUE MILDURA VIC 3500 (Prop:29486) - Urban Account

*850 700294861 \$173.95

iB PAY **Billier Code: 78477**
Ref: 7002 9486 1

BPAY - Make this payment via internet or phone banking.
BPAY View - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7002 9486 1

Amount Due **\$173.95**

Payment Ref: 7002 9486 1



By Phone
 Pay by phone (03) 8872 0582.
 Standard call charges apply.

See reverse for In Person and By Mail options



Collie & Tierney

This is a lease renewal of the premises with the new lease period agreement made on the 10 day of July 2019 At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: M Dalby
(A.B.N. if landlord is a company):
Address: C/- 67 Lime Avenue, Mildura Vic 3500

AGENT: Registered Business Name: Collie & Tierney (Mildura) Pty Ltd
(A.B.N. if agent is a Company): 38 005 110 118
Address: 67 Lime Avenue
Mildura Vic 3500
Telephone Number: 03) 5021 2200
Fax Number: 03) 5021 1213



TENANT (1): Name: Michael Hawkes
(A.B.N. if tenant is a company):
Address: 20 LePedeleure Avenue, Mildura VIC 3500

TENANT (2): Name: Christine Hawkes
Address: 20 LePedeleure Avenue, Mildura VIC 3500

TENANT (3): Name:
Address:

TENANT (4): Name:
Address:

PREMISES: 20 LePedeleure Avenue, Mildura VIC 3500
(*Together with those items indicated in the condition report)

RENT: The rental amount is \$295.00 Per week.
The date the first payment is due is Wednesday, 10 July 2019

BOND: A bond has been paid of \$1278.00 to the landlord/agent on 10 July 2019
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: AMOUNT:
NAME: AMOUNT:
NAME: AMOUNT:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Renewal Term: 12 Months
Original Lease Start Date: Wednesday, 10 July 2019
Renewal Start Date: Friday, 10 July 2020
Termination Date: Friday, 9 July 2021

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the -and will continue until terminated in accordance with the Residential Tenancies Act 1997

SIGNED: By the Landlord/Agent: [Signature] In presence of [Signature] (Witness)

SIGNED: By the Tenant/s [Signature] In the presence of [Signature] (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord _____

I/We _____

of _____

HERBY GUARANTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this

AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED, SEALED AND DELIVERED

By the Guarantor in the presence of: _____ (Witness)

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

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.