



MALONEY ANDERSON LEGAL

70 Deakin Avenue Mildura Telephone 03 5021 6200 Facsimile 03 5021 6299



Your Ref:

Our Ref: RM:RK 20-221

9 November 2020

First National Real Estate
Collie & Tierney
67 Lime Avenue
MILDURA VIC 3500

BY EMAIL ONLY: jberry@ctfnre.com.au

Dear Sir,

**ESTATE OF F. J WATT
UNIT 1, 905 FIFTEENTH STREET, MILDURA**

As you are aware we act on behalf of the Vendor in the above transaction. We enclose Section 32 Vendor's Statement.

We note that you will be negotiating the sale of the above property on behalf of our respective client. Depending on the agreement reached between the Vendor and the Purchaser an appropriate GST provision needs to be included in the standard form Contract.

In the absence of a GST provision the Contract will be regarded as inclusive of GST thereby potentially reducing the Vendors actual sale price if the Vendor is required to remit GST.

Please note we have enclosed a copy of the Special Conditions that are required to be inserted in the Contract of Sale.

Should you have any queries kindly contact the writer.

Yours faithfully

MALONEY ANDERSON LEGAL


Contact: Renee Kluske
Direct Dial: (03) 5021 6296
Email: rkluske@maloneyandersonlegal.com.au
Principal: Ryan Maddox

Principals

Peter Maloney LL.B. (Hons)
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trading as Maloney Anderson Legal.

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Email reception@maloneyandersonlegal.com.au
Website www.maloneyandersonlegal.com.au
Mildura | Wentworth | Ouyen

THE FOLLOWING CONDITIONS SHALL FORM PART OF ANY CONTRACT NOTE TO WHICH THIS VENDORS STATEMENT IS ANNEXED AND SUBSEQUENTLY ENTERED INTO BETWEEN THE VENDOR AND ANY PURCHASER. THESE CONDITIONS SHALL TAKE EFFECT NOTWITHSTANDING ANY CONFLICTING STANDARD CONDITIONS SET OUT IN OR INCORPORATED BY REFERENCE TO THE CONTRACT NOTE.

1. The Purchaser acknowledges that the Vendors sell as Executors of the Will of the Estate of the late Flora Joan Watt (deceased) and shall only be liable in such fiduciary capacity.



MALONEY ANDERSON LEGAL

VENDOR'S STATEMENT

**Statement by Vendor of matters affecting Real Estate being sold to
a Purchaser pursuant to Section 32 of The Sale of Land Act, 1962**

**VENDOR:
ESTATE OF F.J WATT**

**PROPERTY:
UNIT 1, 905 FIFTEENTH STREET, MILDURA**

**MALONEY ANDERSON LEGAL
Barristers & Solicitors
70 Deakin Avenue
MILDURA**

**Ph: 03 50216200
Fax: 03 50216299
DX: 50021 Mildura**

Ref: RM:RK 20-2221

VENDOR STATEMENT
TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 (VIC) (“the Act”)
as at 1 October 2014

LAND

Unit 1, 905 Fifteenth Street, Mildura, Victoria, 3500, being all of the land contained in Lot 1 on Plan of Subdivision 308694W as more particularly described in Certificate of Title Volume 10039 Folio 379

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

The Vendor must sign this statement and give it to the Purchaser prior to the Purchaser signing the Contract. The Vendor may sign this statement to be given to the Purchaser by electronic signature.

VENDOR

Larry Leslie Watt and Lynette Joy Brennen as Legal Personal Representatives of the Estate of the late Flora Joan Watt (deceased)

Signature of the Vendor

DATE OF THIS STATEMENT / /20__

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

PURCHASER

Signature of the Purchaser

DATE OF ACKNOWLEDGEMENT / /20__

1. FINANCIAL MATTERS

1.1 Land subject to a mortgage

Not Applicable

1.2 Any Charge

Not Applicable

1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

(a) Their total does not exceed \$3,500.00.

(b) Their amounts are as follows:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	See attached	Nil
(2)	Lower Murray Water	See attached	Nil
(3)	Owners Corporation (Self - Managed)	Proportion of Insurance Premium \$611.00 - See attached	Nil

TOTAL

(c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge¹, which are not included in items 1.3 (a), (b) or (c) above; other than specified as follows:

- (i) If the rates, taxes and charges are also in respect of other land, any additional amount resulting from the assessment of a separate rate, tax or charge for the property after the sale; and
- (ii) Proportion of Water Consumption as measured at Body Corporate Water Meter.

1.4 Terms Contract

Not Applicable

2. INSURANCE DETAILS

2.1 Damage and destruction

Not Applicable

2.2 Owner-Builder

Not Applicable

3. LAND USE

3.1 Easement, covenant or other similar restriction affecting the land

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

¹ Other than any GST payable in accordance with the contract.

is set out in the attached copies of title document(s).

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

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

3.2 Designated bushfire prone area

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

3.3 Road access

There is access to the property by road.

3.4 Planning scheme

- (a) The required specified information is as follows:

Name of planning scheme	Mildura Planning Scheme
Name of responsible authority	Mildura Rural City Council
Zoning of the land	See attached Planning Property Report
Name of planning overlay	See attached Planning Property Report

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:

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

4.2 Agricultural purposes

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.

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

5. BUILDING PERMITS

Not Applicable

6. OWNERS CORPORATION

Applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 The information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* relating to the owners corporation is attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”) DETAILS

7.1 Work-in-kind agreement

Not Applicable

7.2 GAIC recording

Not Applicable

8. SERVICES

The following services are not connected to the land:

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

9. TITLE

Copies of the following documents are attached:

9.1 Registered Title (*Transfer of Land Act 1958*)

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

10. SUBDIVISION

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

Not Applicable

12. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor’s licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

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

VOLUME 10039 FOLIO 379

Security no : 124083141317G
Produced 15/05/2020 11:05 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 308694W.
PARENT TITLE Volume 08486 Folio 438
Created by instrument PS308694W 11/10/1991

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

LARRY LESLIE WATT of 562 COWRA AVENUE IRYMPLE VIC 3498
LYNETTE JOY BRENNEN of UNIT 2 875 FIFTEENTH STREET MILDURA VIC 3500
Executor(s) of FLORA JOAN WATT deceased
AT241771N 14/05/2020

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.

DIAGRAM LOCATION

SEE PS308694W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT241765H (E)	CONV PCT & NOM ECT TO LC	Completed	14/05/2020
AT241771N (E)	TRANSMISSION APPLICATION	Registered	14/05/2020

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

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

Street Address: UNIT 1 905 FIFTEENTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 19747K MALONEY ANDERSON LEGAL
Effective from 14/05/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS308694W

DOCUMENT END

The information supplied by Maloney Anderson Legal has been obtained from GlobalX by agreement between them. Delivered from the LANDATA® System by GlobalX Pty Ltd

PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 2	Plan Number PS 3086 94W
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) LTO Base Record: CHART 16 (3102) Title Reference: VOLUME 8486 FOLIO 438 Last Plan Reference: LP 63630 LOT 2 Postal Address: 905 FIFTEENTH STREET (at time of subdivision) MILDURA VIC. 3500. AMG Co-ordinates E 604 200 Zone: 54 (of approx. centre of land in plan) N 6 214 550		Council Certificate and Endorsement Council Name: MILDURA CITY COUNCIL Ref: L12/1070/905 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 1 / 7 / 91 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate _____ Council Seal _____ Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is /is not a staged subdivision Planning Permit No. A. 12/91 Depth Limitation DOES NOT APPLY OTHER NOTATIONS - BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS. BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE : ALL BOUNDARIES - THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT LOTS 1 TO 4 (BOTH INCLUSIVE) THE RESERVATIONS & CONDITIONS CONTAINED IN TRANSFER No. 256784 AFFECT ALL LOTS ON THIS PLAN Survey This plan is is not based on survey This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area No. _____		
NIL	NIL			
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LOTS ON THIS PLAN				Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 4 / 10 / 91
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
PETER R. DANSON LICENSED LAND SURVEYOR 183 WALNUT AVENUE MILDURA VIC. 3500 PHONE (050) 23 6268				LTO use only PLAN REGISTERED TIME DATE 11 / 10 / 91 _____ Assistant Registrar of Titles Sheet 1 of 3 Sheets
LICENSED SURVEYOR (PRINT) PETER R. DANSON SIGNATURE _____ DATE / / REF 933 VERSION 1				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS308694W

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

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Produced: 27/10/2020 02:47:11 PM

**OWNERS CORPORATION
PLAN NO. PS308694W**

The land in PS308694W 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:

905 FIFTEENTH STREET MILDURA VIC 3500

PS308694W 11/10/1991

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:

Land Parcel	Folio References	Entitlement	Liability
Common Property	10039/383	0	0
Lot 1	10039/379	285	285
Lot 2	10039/380	174	174
Lot 3	11864/335	163	163
Lot 4	10039/382	159	159
Total		781.00	781.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 27/10/2020 02:47:11 PM

**OWNERS CORPORATION
PLAN NO. PS308694W**

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.



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 509 037 077

Mrs F J Watt
Ut 1/905 Fifteenth Street
MILDURA VIC 3500

033

Total Rates & Charges For this Year
\$1,354.72
Refer below for payment options

Rate and Valuation Notice

1 July 2019 to 30 June 2020

Property Location & Description

1/905 Fifteenth Street MILDURA VIC 350
Lot 1 PS 308694W Sec 24 Blk E

AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse

RATING DETAILS

Rebates / Concession
Residential Rate
Waste Management

Assessment No: 2850
Issue Date: 15 July 2019
Rate declaration date: 1 July 2019
Capital Improved Valuc.: ---
Site Value: ---
Net Annual Value: ---
Valuation Date: 1 January 2019

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

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

TOTAL AMOUNT

\$1,354.72

Payment In full Due 15 Feb 2020 \$1,354.72	Or	1st Instalment Due 30 Sep 2019 \$338.68	2nd Instalment Due 30 Nov 2019 \$338.68	3rd Instalment Due 29 Feb 2020 \$338.68	4th Instalment Due 31 May 2020 \$338.68
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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

Mrs F J Watt
1/905 Fifteenth Street MILDURA VIC 350
Assessment No: 2850

Payment In Full: \$1,354.72
Or 1st Instalment: \$338.68

B Biller code: 93922
PAY Ref: 28506

BPAY this payment via Internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No.: 28506

POST billpay



Full Payment *41 28506



Post Biller code: 0041
Billpay Ref: 28506

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555 054 730B

Internal Use Only





Madden Avenue Service Centre
108 Madden Avenue, Mildura
Phone: (03) 5018 8100
Fax: (03) 5021 1899

Deakin Avenue Service Centre
76 Deakin Avenue, Mildura
Phone: (03) 5018 8100
Fax: (03) 5021 1899

Ouyen Service Centre
79 Oke Street, Ouyen
Phone: (03) 5018 8600
Fax: (03) 5092 1017

PO Box 105, Mildura Vic 3502
DX 50014, Mildura
mrrcc@mildura.vic.gov.au
www.mildura.vic.gov.au

ARREARS

Payment of arrears must be made immediately unless an agreed payment arrangement is in place. As penalty interest accrues daily, please contact Council for an updated arrears amount when making payments.

PAYING YOUR RATES

There are two ways you can pay:

- 1. One full payment

Pay the full amount of current rates and charges in one annual payment by 15 February 2020, or

2. Four quarterly instalments

Pay your rates in four separate instalments. The full amount of the first instalment must be paid by 30 September 2019. Any arrears must also be paid by this date. Any payments received after this date will be treated as part payment of the 'one full payment' option.

INTEREST AND PENALTIES

Under Section 172 of the Local Government Act 1989, late payments will be subject to penalty interest calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option. Late payments will be subject to an interest rate of 10% pa (set under the Penalty Interest Rates Act 1983) on all overdue rates and charges until paid in full. In the absence of full payment or an agreed payment arrangement, Council may utilise legal action to recover outstanding rates and charges. All associated legal costs will be borne by the ratepayer.

FINANCIAL DIFFICULTY

Anyone experiencing financial difficulties or having trouble making rates payments should contact Council as soon as possible to discuss their circumstances and explore all options available.

ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

- 1. Legal Costs Owing (if any)
2. Interest Owing (if any)
3. Arrears Owing (if any)
4. Current Rates or Charges Owing

AVPCC

An Australian Valuation Property Classification Code is applied to each property to determine land use classification for Fire Services Property Levy purposes.

NOTICE OF VALUATION

The property described in this notice has been valued as at 1 January 2019, having regard to its present condition. Where a notice of valuation has been given by Council for the first time, a person may lodge an objection to the valuation and/or AVPCC with Council within two months of the date of issue. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960.

A person considering objecting is advised to first discuss the matter with Council. The valuations shown may be used by other rating authorities for the purposes of a rate or tax. Regardless of any objection to the valuation, rates must be paid (as assessed) by the due date.

RATE NOTICE APPEAL

Under Section 183 of the Local Government Act 1989, if you are a person aggrieved by a decision to classify or not classify the property described in this notice as a particular type or class for differential rating purposes, you may apply to the Victorian Civil and Administrative Tribunal within 60 days of the date of issue for a review of the decision.

Under Section 184 of the Local Government Act 1989, if you are a person aggrieved by a rate or charge imposed by Council, or by anything included or excluded from such a rate or charge, you may lodge an appeal with the County Court within 60 days of the date of issue. There are limited grounds of appeal.

Under Section 185 of the Local Government Act 1989, if you are a person aggrieved by a decision to impose a special rate or special charge, you may apply to the Victorian Civil and Administrative Tribunal within 60 days of the date of issue for a review of the decision. There are limited grounds of appeal.

Prior to lodging any appeal with VCAT or the County Court, ratepayers are encouraged to first discuss the matter with Council.

CHANGE OF ADDRESS

It is the responsibility of the ratepayer to ensure Council has a current residential and postal address for the delivery of rate notices. If you change your residential or postal address you must notify Council.

RATE CAPPING

Council has complied with the Victorian Government's rates cap of 2.5 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons- (i) the valuation of your property relative to the valuation of other properties in the municipal district; (ii) the application of any differential rate by Council; (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

FIRE SERVICES PROPERTY LEVY ACT 2012

Council is obliged under the Fire Services

Property Levy Act 2012 to apply and collect this levy on behalf of the Victorian State Government. If you are subject to this levy, and your land is rateable, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 27. If you are subject to this levy and your land is classified residential for land use classification purposes but is not rateable land, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 28.

PENSIONER CONCESSION

Eligible pensioners can claim a concession on their Council rates and Fire Services Property Levy. If you have previously made an application and a concession isn't shown on your rate notice, please contact Council.

PRIVATE INFORMATION

Information on this notice is prepared for Council's municipal and statutory obligations only. Council may pass on this information to authorities and agencies where these bodies require the information to perform their legislative functions.

How to pay

IN PERSON

Visit any of Council's Service Centres to pay by cash, cheque or EFTPOS (credit and debit cards accepted).

Office Hours
8am - 5pm
Monday to Friday

MAIL

Cheque payable to 'Mildura Rural City Council'.
PO Box 105
Mildura VIC 3502

DIRECT DEBIT

Contact Council to arrange direct debit payments.

BPAY®



Contact your bank or financial institution to access BPAY from your account. Quote the Biller Code 93922 and Reference No. as on the front of this notice.

eNOTICES



For emailed notices: mildura.enotices.com.au
Reference No: B588E25ECA

AUSTRALIA POST

Pay in-store at Australia Post to pay by cash, cheque, EFTPOS, debit card, MasterCard or Visa. Or by phone, 131 816 or online at auspost.com.au/postbillpay

CENTREPAY

Call Centrelink to arrange regular deductions from your Centrelink payments. Quote Centrepay Reference No: 555 054 7308 and your Assessment Number.

MILDURA
 741 - 759 Fourteenth Street Mildura 3500
 PO Box 1498 Mildura 3502
 AUSDOC DX 50023
 Tel: (03) 5051 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 30167
 Tel: (03) 5036 2150 Fax: (03) 5036 2180
 Office Hours 8.00am - 5.00pm Monday - Friday



KERANG
 56 Wellington Street Kerang 3579
 PO Box 547 Kerang 3579
 AUSDOC DX 57908
 Tel: (03) 5450 3960 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. 003365

URBAN ACCOUNT

Amount Due \$175.05

Due Date 13-NOV-2020

Date Of Issue 8/10/2020



351637-001 010253(22819) D033
 MRS FJ WATT
 U 1/905 FIFTEENTH STREET
 MILDURA VIC 3500

Tariffs and Charges Notice
 2nd Quarter 2020/21
 01/10/2020 - 31/12/2020

POST *850 700033657

Property Address: U 1/905 FIFTEENTH STREET MILDURA VIC 3500 (Prop:3365) - Urban Account
 Lot 1 PS 308694W Blk E Sec 24 Vol-10039 Fol 379

	Charge	Balance
Water Service Tariff	52.09	52.09
Sewerage Service Tariff	122.96	122.96

TOTAL OWING \$175.05



Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment

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

003365
 U 1/905 FIFTEENTH STREET MILDURA VIC 3500 (Prop:3365) - Urban Account



Direct Debit
 Please contact your local office.



*850 700033657 \$175.05



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

Biller Code: 78477
Ref: 7000 3365 7

BPAY - Make this payment via internet or phone banking.
BPAY View - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7000 3365 7

Amount Due **\$175.05**



Billpay Code: 0850
Ref: 7000 3365 7

Pay in person at any Post Office.



Biller Code: 78477
Ref: 7000 3365 7

Payment Ref: 7000 3365 7



By Phone
 Pay by phone (03) 8672 0582.
 Standard call charges apply.

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

See reverse for In Person and By Mail options

OWNERS CORPORATION PLAN NO. PS308694W

Statement of Prescribed Information Pursuant to Section 151(4)(a) of the Owners Corporation Act 2006

1. *Fees payable in respect of Unit 1*

No annual fees have been raised HOWEVER Unit 1 pays its proportionate share of the annual premiums of the required insurance in the name of the Owners Corporation and water by measure.

2. *Fees and charges that are imposed or proposed to be imposed on Unit 1*

Unit 1 pays its proportionate share of the annual premiums for Public Liability Insurance in the name of the Owners Corporation and water by measure.

3. *Fees and other money owing in respect of Unit 1*

None

4. *The Owners Corporation presently has the following Insurance cover (Certificate of Currency attached):*

Name of Insurance Company:	Insurance Australia Group (T/as CGU)
Policy No:	06S 111 3213
Kind of Policy:	Residential Strata Insurance
Building Amount:	\$1,072,077.00
Buildings Covered:	All Buildings on PS308694W
Public Liability amount:	\$10,000,000.00
Renewal Date:	02/06/2021

5. *Repairs and Maintenance*

There are no repairs or maintenance scheduled at this date

6. *Funds held by the Owners Corporation*

\$Nil

7. *Liabilities and contingent liabilities of the Owners Corporation including any liabilities or contingent liabilities arising from Legal Proceedings*

None to the Vendor's knowledge

8. *Contracts, Leases, Licences and Agreements affecting the common property*

None to the Vendor's knowledge

9. *Services provided to Lot owners and occupiers and the public*

None to the Vendor's knowledge

10. *Notice and other orders served on the Owners Corporation*

None to the Vendor's knowledge

11. *Legal proceedings to which the Owners Corporation is a party*

None to the Vendor's knowledge

12. *The Manager*

The Owners Corporation is self-managed and has not appointed a Manager

13. *Any appointment of an Administrator*

No proposal has been made for the appointment of an Administrator

FINDEX

Findex Insurance Brokers Pty Ltd
ABN 17 139 730 528 AFSL No 342 526
133 Langtree Avenue
Mildura, Victoria 3500
Tel 03 5024 9500
Fax 03 5021 3240
insurancebrokers@findex.com.au
findex.com.au

You are reminded that the policy mentioned below falls due for renewal on 2/06/2020. To ensure your continued protection, payment should be made by that date.

Page 1 of 5

The Estate Of FJ WATT
UNIT 1/905 FIFTEENTH STREET
MILDURA VIC 3500

TAX INVOICE

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

Invoice Date: 18/05/2020

Invoice No: 0284981

Our Reference: WATT FJ

Should you have any queries in relation to this account, please contact your Account Manager
Gulember Soylu - SC

Class of Policy: Residential Strata Insurance
Insurer: Insurance Australia Group (T/as CGU)
1-3 Bath Lane BALLARAT VIC 3350
ABN: 11 000 016 722
The Insured: OWNERS CORPORATION 308694W

RENEWAL

Policy No: 06S 1113213

Period of Cover:

From 2/06/2020

to 2/06/2021 at 4:00 pm

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

Residential Strata Renewal 2020/2021

Please see important notices attached/overleaf.

Our Financial Services Guide can be viewed on our website using the following address:

<https://www.findex.com.au/services/general-insurance/>

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$424.84	\$37.50	\$0.00	\$51.30	\$46.73	\$50.63
TOTAL					\$611.00

Privacy Act

We will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 and our Privacy Policy. A copy of our Privacy Policy is available on request from our office, or at www.findex.com.au



Bill Code: 321794
Ref: 0130426852515840

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

Our Reference: WATT FJ
Invoice No: 0284981
Acct Man: Gulember - SC



Acct Name: Findex Insurance Brokers Pty Ltd - Trust Ac
BSB: 083054 Account: 164193806
Reference: WATT FJ 0284981



Mail this portion with your cheque payable to:
Findex Insurance Brokers Pty Ltd
133 Langtree Ave
Mildura



To pay with your
Visa and Mastercard
Call (03) 5024 9500

AMOUNT DUE \$611.00

Schedule of Insurance

Class of Policy: Residential Strata Insurance	Policy No: 06S 1113213
The Insured: OWNERS CORPORATION 308694W	Invoice No: 0284981
	Our Ref: BC 308694W

This policy has been placed through
 Strata Unit Underwriters
 ABN 30 089 201 534
 5/263 Alfred Street, North Sydney NSW 2060

Strata Unit Underwriters is an underwriting agency who has placed the policy with
 Insurance Australia Group (T/as CGU)
 ABN 11 000 016 722
 1-3 Bath Lane BALLARAT VIC 3350

Policy Type: Residential Strata Insurance **Policy Number:** 06S 1113213
Period of Insurance: 02/06/2020 to 02/06/2021
Situation: Units 1-4 / 905 Fifteenth Street Mildura VIC 3500
Insured: Owners Corporation 308694

Section 1:	Building including Common Contents	\$	1,072,077
	Loss of Rent/Temporary Accomodation(15%)	\$	160,811
	Catastrophe or emergency (15%)	\$	160,811
	Additional Loss of rent		Not Insured
	Additional Catastrophe or Emergency		Not Insured
	Floating Floors		Not Insured
Section 2:	Glass		Included
Section 3:	Theft		Included
Section 4:	Liability	\$	10,000,000
Section 5:	Fidelity Guarantee	\$	100,000
Section 6:	Office Bearers Liability		Not Insured
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$	2,000/200,000
Section 8:	Government Audit Costs	\$	25,000
Section 9:	Legal Expenses	\$	50,000
Section 10:	Workplace, Health & Safety Breaches	\$	100,000
Section 11:	Machinery Breakdown		Not Insured
Section 12:	Lot Owners Improvements (Per Unit)	\$	\$250,000
Section 13:	Workers Compensation		Not Insured

Excess: Section 1 - \$500 all claims + as per policy wording
 Section 2 - \$500 all claims
 Section 3 - \$500 all claims

SPECIAL TERMS / CONDITIONS

FLOOD COVER

This policy is extended to include Flood.
 The word "flood" is deleted from exclusion 1e on page 16 and exclusion 1e on page 19.

	Base	Fire Levy	Stamp	Broker Fee	GST	Total Premium
Unit 1	462.34	0.00	46.73	50.63	51.30	611.00
Unit 2	462.34	0.00	46.73	50.63	51.30	611.00
Unit 3	462.35	0.00	46.73	50.63	51.29	611.00
Unit 4	462.35	0.00	46.74	50.62	51.29	611.00
TOTAL	1849.38	0.00	186.93	202.51	205.18	2444.00

IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs.

After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Schedule of Insurance

Page 3 of 5

Class of Policy: Residential Strata Insurance
The Insured: OWNERS CORPORATION 308694W

Policy No: 06S 1113213
Invoice No: 0284981
Our Ref: BC 308694W

Strata Unit Underwriting Agency Pty Limited T/As Strata Unit Underwriters hereby gives notice that this contract is affected under an authority by the Insurer/s named. Strata Unit Underwriting Agency Pty Limited T/As Strata Unit Underwriters is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. Strata Unit Underwriters also subscribes to Financial Ombudsman Service Limited, a free customer services. Further information is available from our offices.

When answering our questions, you must be honest as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The advice we provide you will be prepared without taking account of your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

Class of Policy: Residential Strata Insurance
The Insured: OWNERS CORPORATION 308694W

Policy No: 06S 1113213
Invoice No: 0284981
Our Ref: BC 308694W

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 (i.e. 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 (e.g: 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

Schedule of Insurance

Class of Policy: Residential Strata Insurance
The Insured: OWNERS CORPORATION 308694W

Policy No: 06S 1113213
Invoice No: 0284981
Our Ref: BC 308694W

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 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 your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. Depending on our arrangements with the insurer, we may also retain the portion of the commission that was paid to us by the Insurer for the policy.

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

The information in this document is of a general nature only and does not take into account your objectives, financial situation or needs. You should consider whether the information is suitable for you and your personal circumstances. Before you make any decisions in relations to a financial product, you should obtain and read the relevant product disclosure statement. You should seek professional advice before acting on any material.

All opinions, conclusions, forecasts or recommendations are reasonably held at the time of compilation but are subject to change without notice. Findex Insurance Brokers Pty Ltd | ABN 17 139 730 528 | AFSL No. 342526, assumes no obligation to update this content after it has been issued.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

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

4. Use of common property

4.1 Use of common property

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

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

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 October 2020 02:48 PM

PROPERTY DETAILS

Address: **1/905 FIFTEENTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 1 PS308694**
Standard Parcel Identifier (SPI): **1\PS308694**
Local Government Area (Council): **MILDURA**
Council Property Number: **2850**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 K9**

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](#)

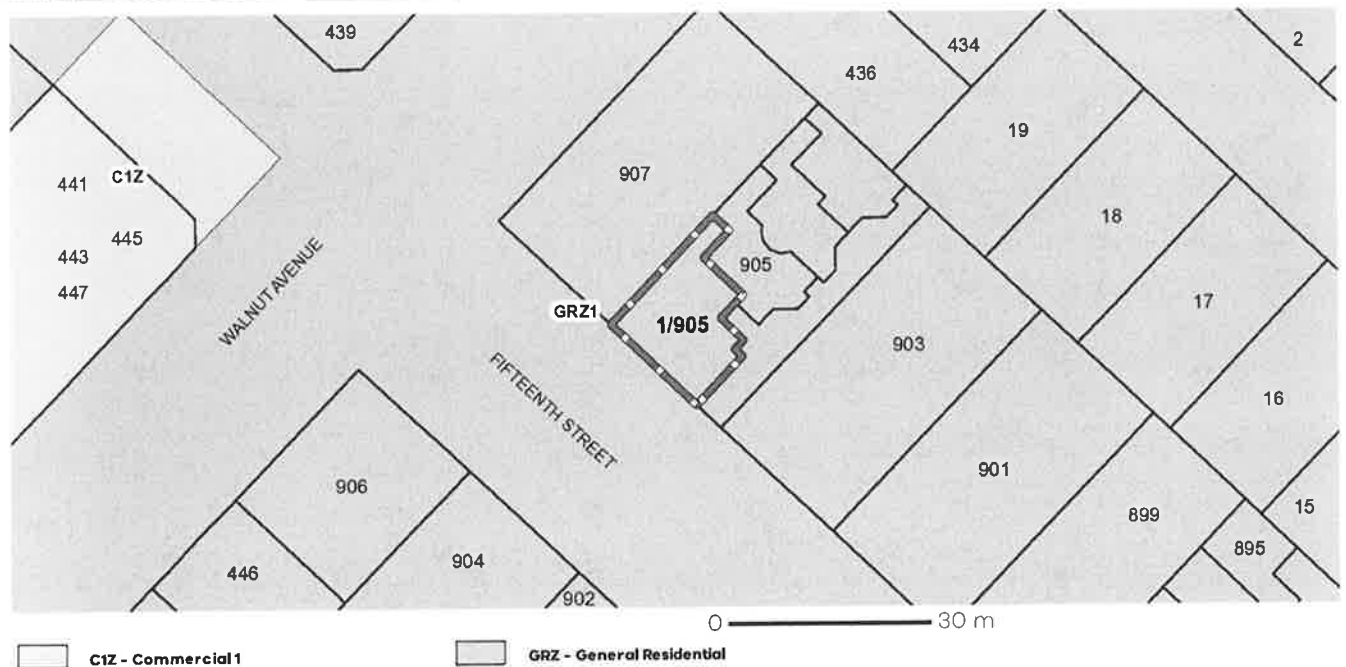
STATE ELECTORATES

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.

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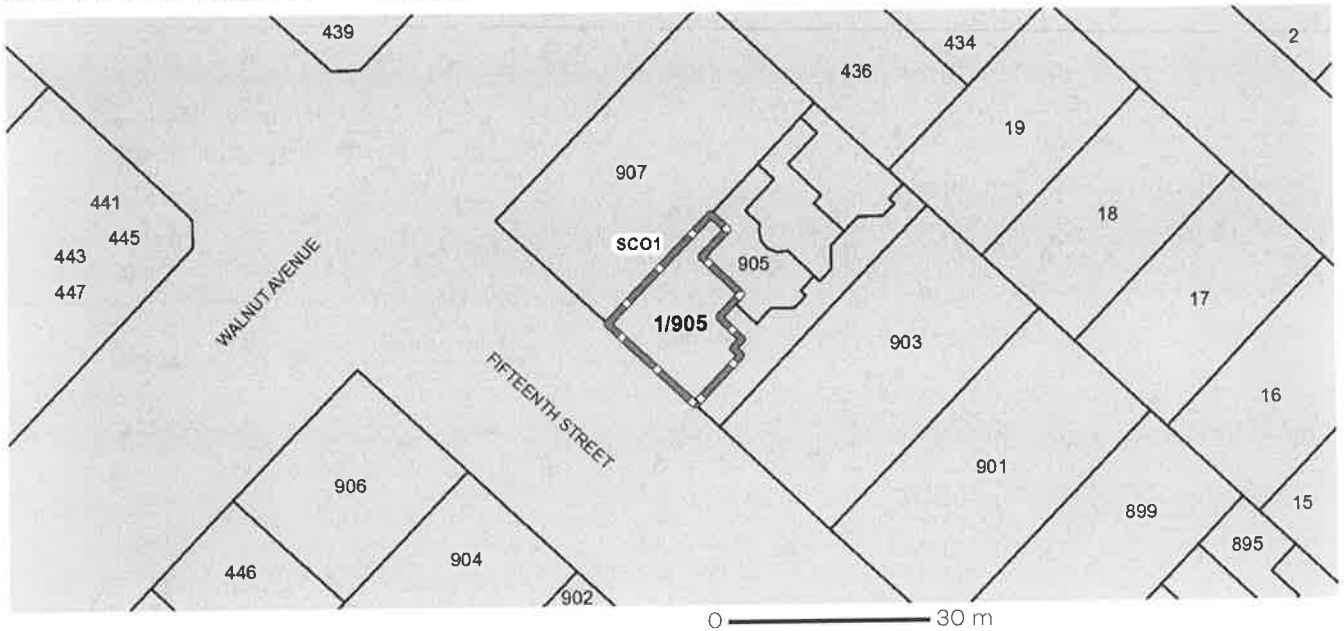
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



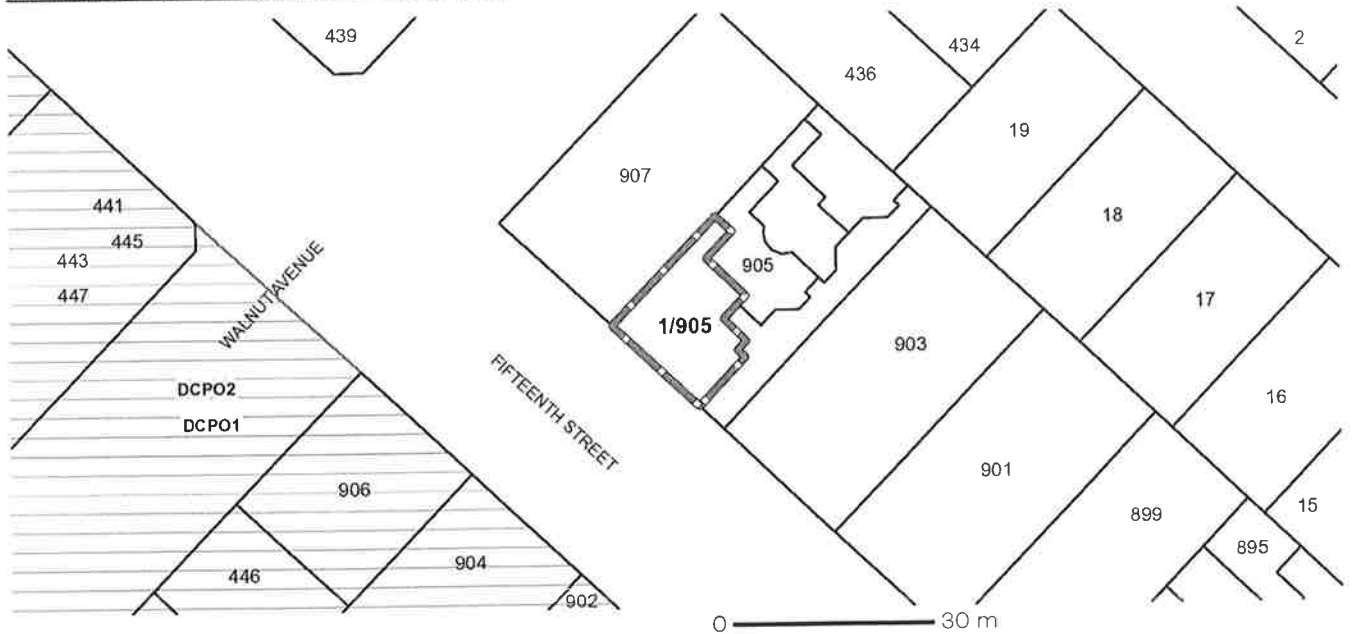
SCO - Specific Controls

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)



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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Further Planning Information

Planning scheme data last updated on 21 October 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>

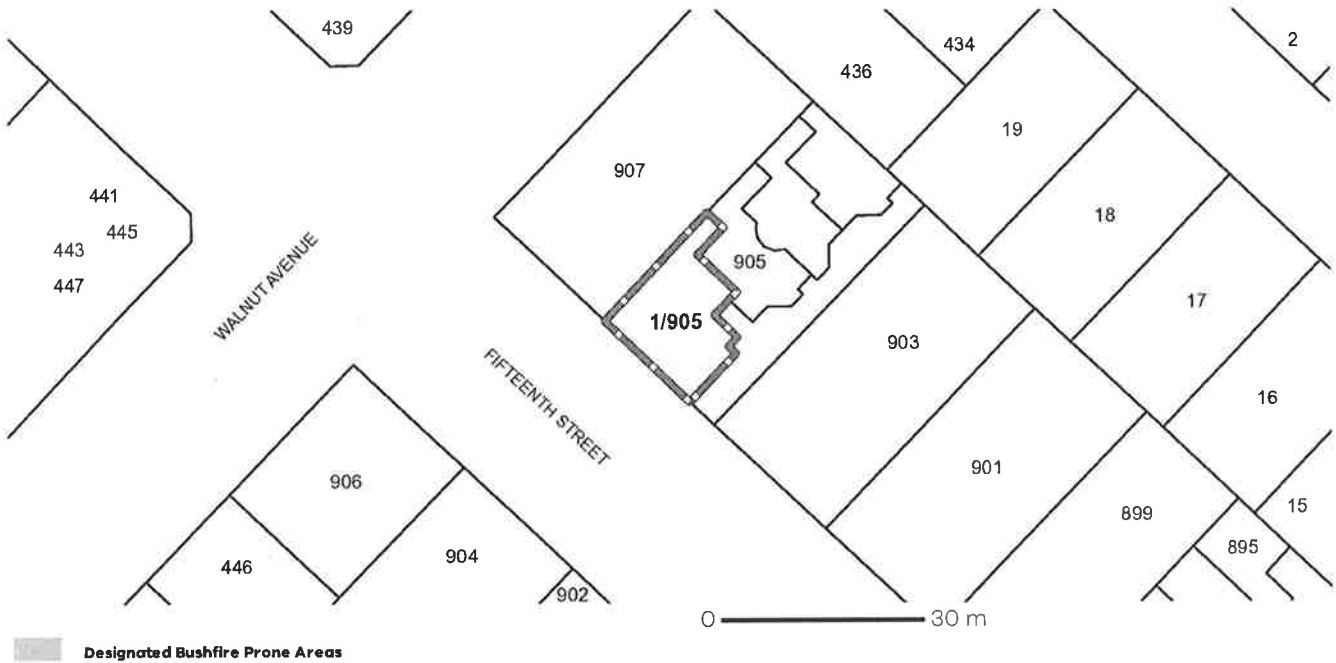
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

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.