

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	UNIT 3, 53 BELLEVIEW DRIVE, IRYMPLE VIC 3498	
<b>Vendor's name</b>	William Mathew O'Connor	<b>Date</b> 22 / 1 / 21
<b>Vendor's signature</b>	<u>William O'Connor</u>	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	_____	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	_____	

## VENDORS REPRESENTATIVE

sunraysia  
conveyancing  
services 

PO Box 1030, Robinvale 3549  
Ph. 03 5026 1490  
Mob. 0401 526 095  
Email: [info@sunraysiaconveyancing.com.au](mailto:info@sunraysiaconveyancing.com.au)

# 1. FINANCIAL MATTERS

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

Their amounts are:

Authority	Amount	Interest (if any)
(1) Mildura Rural City Council	(1) \$2,325.65 per annum	(1) \$
(2) Lower Murray Water (Urban Account)	(2) \$175.05 per quarter plus usage	(2) \$
(3) Body Corporate Strata Group	(3) \$1,514.82 per annum	(3) \$

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

## 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

#### 4. NOTICES

##### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

##### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable

##### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable

#### 5. BUILDING PERMITS

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

Not Applicable

#### 6. OWNERS CORPORATION

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

Is in the attached copies of documents.

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

#### 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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#### 9. TITLE

Attached are copies of the following documents:

##### 9.1 (a) Registered Title

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

#### 10. SUBDIVISION

##### 10.1 Unregistered Subdivision

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

Not Applicable

##### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

*Subdivision Act 1988.*

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:  
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:  
NIL

**10.3 Further Plan of Subdivision**

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

Not Applicable

**11. DUE DILIGENCE CHECKLIST**

Attached



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

Page 1 of 1

VOLUME 10569 FOLIO 997

Security no : 124087607112G  
Produced 18/01/2021 04:24 PM

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 432798P.  
PARENT TITLE Volume 10486 Folio 006  
Created by instrument PS432798P 27/02/2001

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
WILLIAM MATHEW O'CONNOR of 316 DAIRTNUNK AVENUE CARDROSS VIC 3496  
AM247111M 13/10/2015

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AM247112K 13/10/2015  
GOULBURN MURRAY CREDIT UNION CO-OPERATIVE 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 PS432798P FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 3 53 BELLEVIEW DRIVE IRYMPLE VIC 3498

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS432798P

DOCUMENT END



# Imaged Document Cover Sheet

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The document is invalid if this cover sheet is removed or altered.



**PLAN OF SUBDIVISION**

Stage No.

Plan Number

**PS 432798P**

MAIELLA COURT

0°51'

4.24

C 46.50  
A 46.54  
R 319

BELLEVUE

51°52'

19.02

DRIVE

COMMON PROPERTY  
173 m<sup>2</sup>

(A 4.05)  
(C 146.45)  
4.05

R 300

A 19.37

C 146.59

C 19.36

377 m<sup>2</sup>

45° 51'

(41.21)

45° 51'

34.59

21.59

13

135° 51'

19

17.85

16

225° 51'

16

(17.50)

16

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A.M.G. ZONE 54

**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3500

TELEPHONE: (03) 50236 239

ORIGINAL

SCALE

SCALE

SHEET  
SIZE  
A3

1:400m



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN

SIGNATURE..... DATE 6 / 9 / 1999

REF 6719

VERSION 2

Sheet 2 of 3 sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PS432798P

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 18 January 2021 04:28 PM

## PROPERTY DETAILS

Address: **UNIT 3/53 BELLEVIEW DRIVE IRYMPLE 3498**  
Lot and Plan Number: **Lot 3 PS432798**  
Standard Parcel Identifier (SPI): **3\PS432798**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **27528**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 537 R3**

[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://planning-schemes.delwp.vic.gov.au/schemes/mildura)

## UTILITIES

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

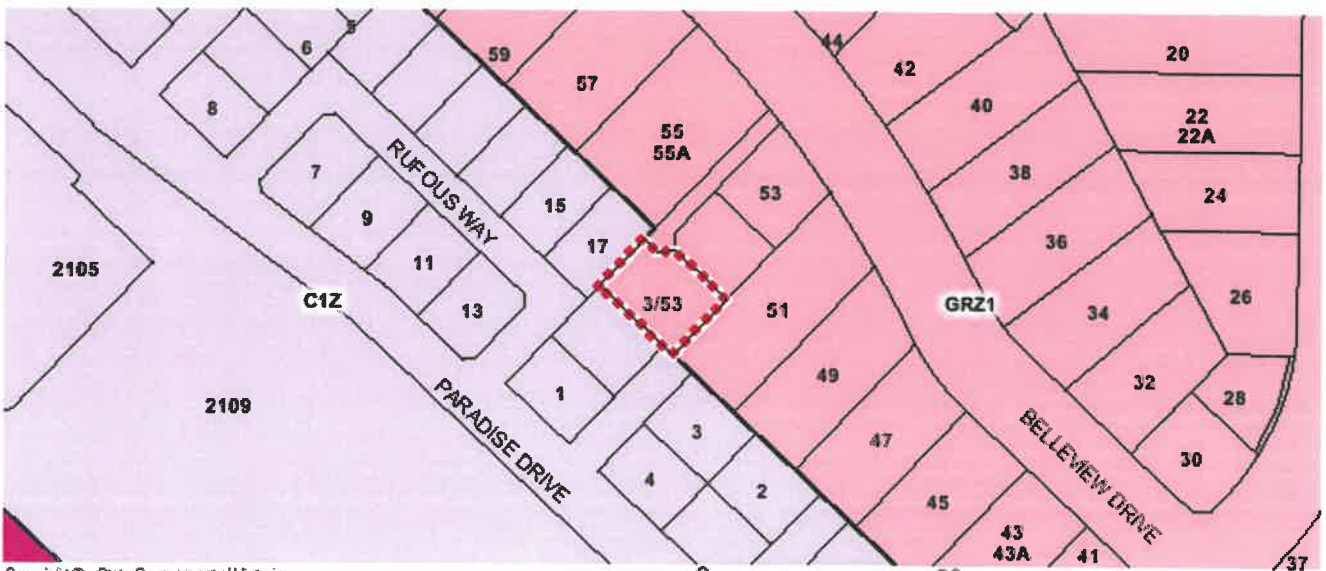
## STATE ELECTORATES

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

## Planning Zones

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

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



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C1Z - Commercial 1

GRZ - General Residential

RDZ1 - Road - Category 1

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

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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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

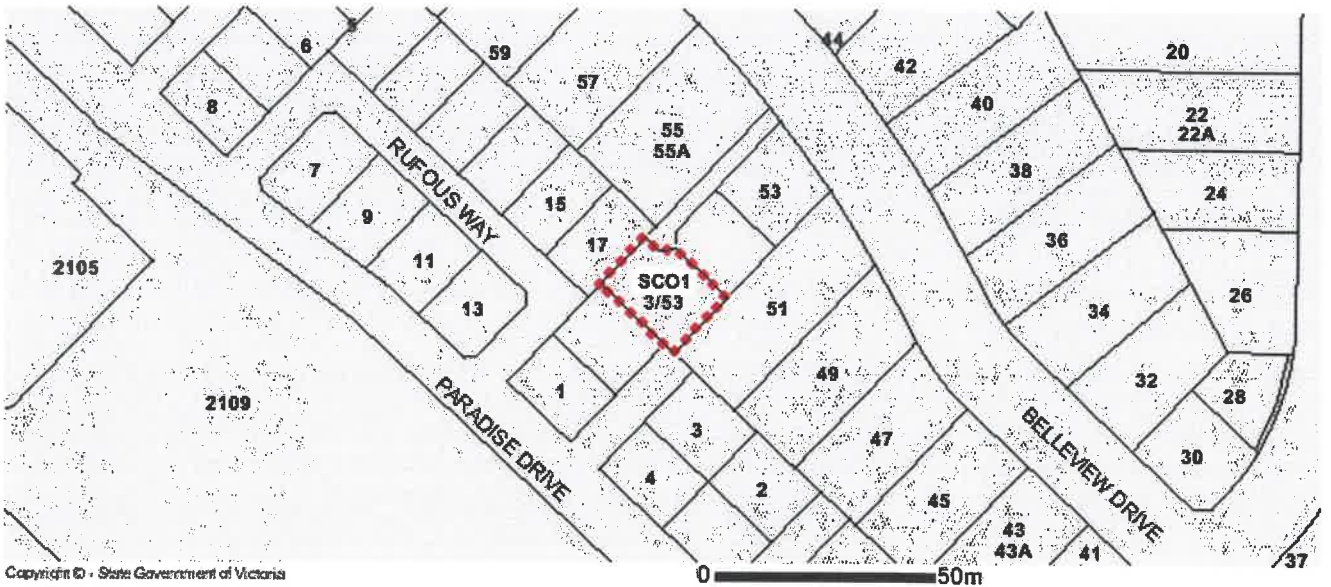


DCPO - Development Contributions Plan

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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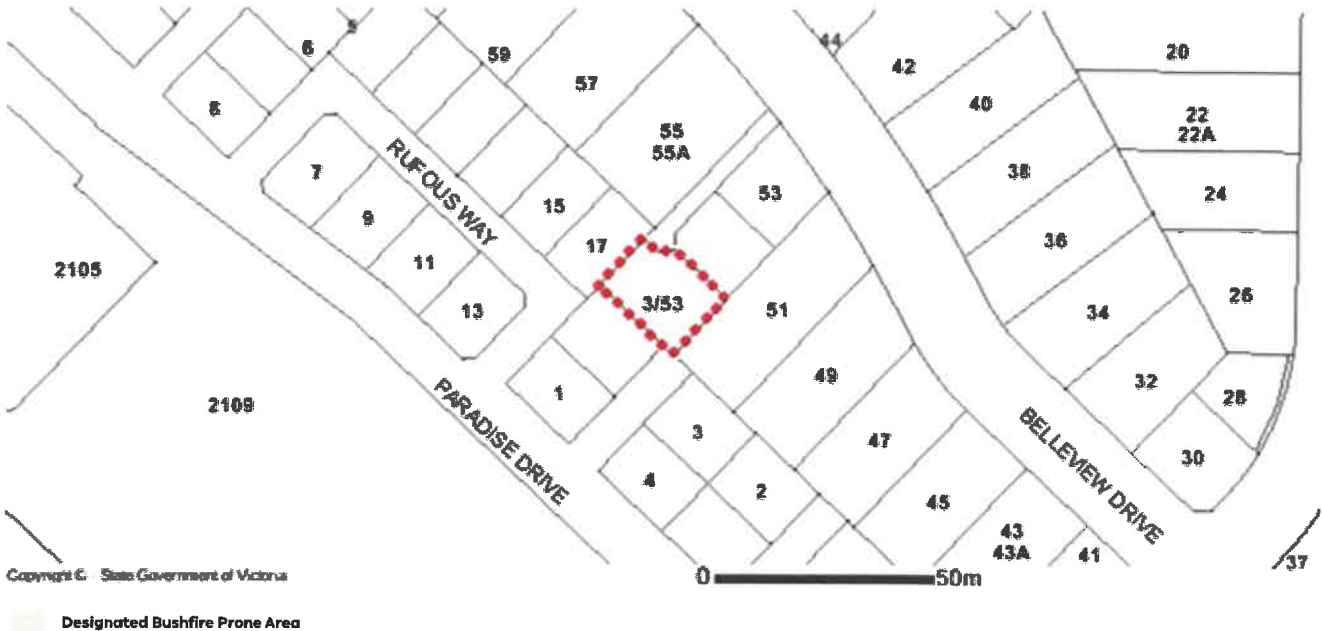
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## Designated Bushfire Prone Area

**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 <http://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 [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 18 January 2021 04:27 PM

**Address:** UNIT 3/53 BELLEVIEW DRIVE IRYMPLE 3498

**Lot and Plan Number:** Lot 3 PS432798

**Standard Parcel Identifier (SPI):** 3\PS432798

**Local Government (Council):** MILDURA **Council Property Number:** 27528

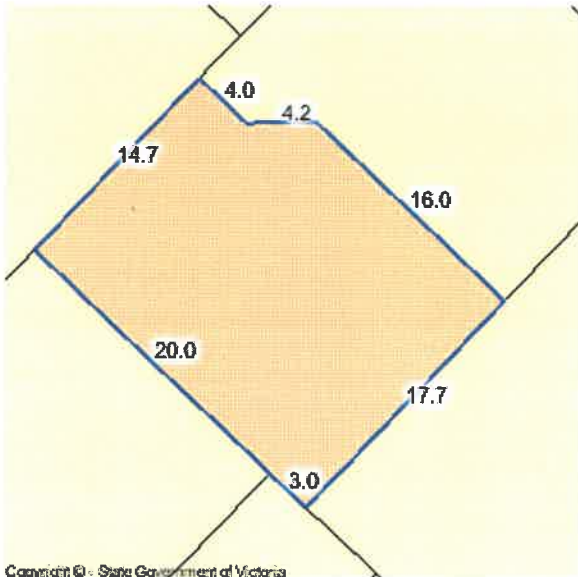
**Directory Reference:** VicRoads 537 R3

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

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

### Site Dimensions

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



**Area:** 389 sq. m

**Perimeter:** 80 m

For this property:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** MILDURA

### Utilities

**Rural Water Corporation:** Lower Murray Water

**Urban Water Corporation:** Lower Murray Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

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

**Planning Overlays:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)  
SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 13 January 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes **separate maps of zones and overlays**

For details of surrounding properties, use [this service](#) to get the Reports for properties of interest

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

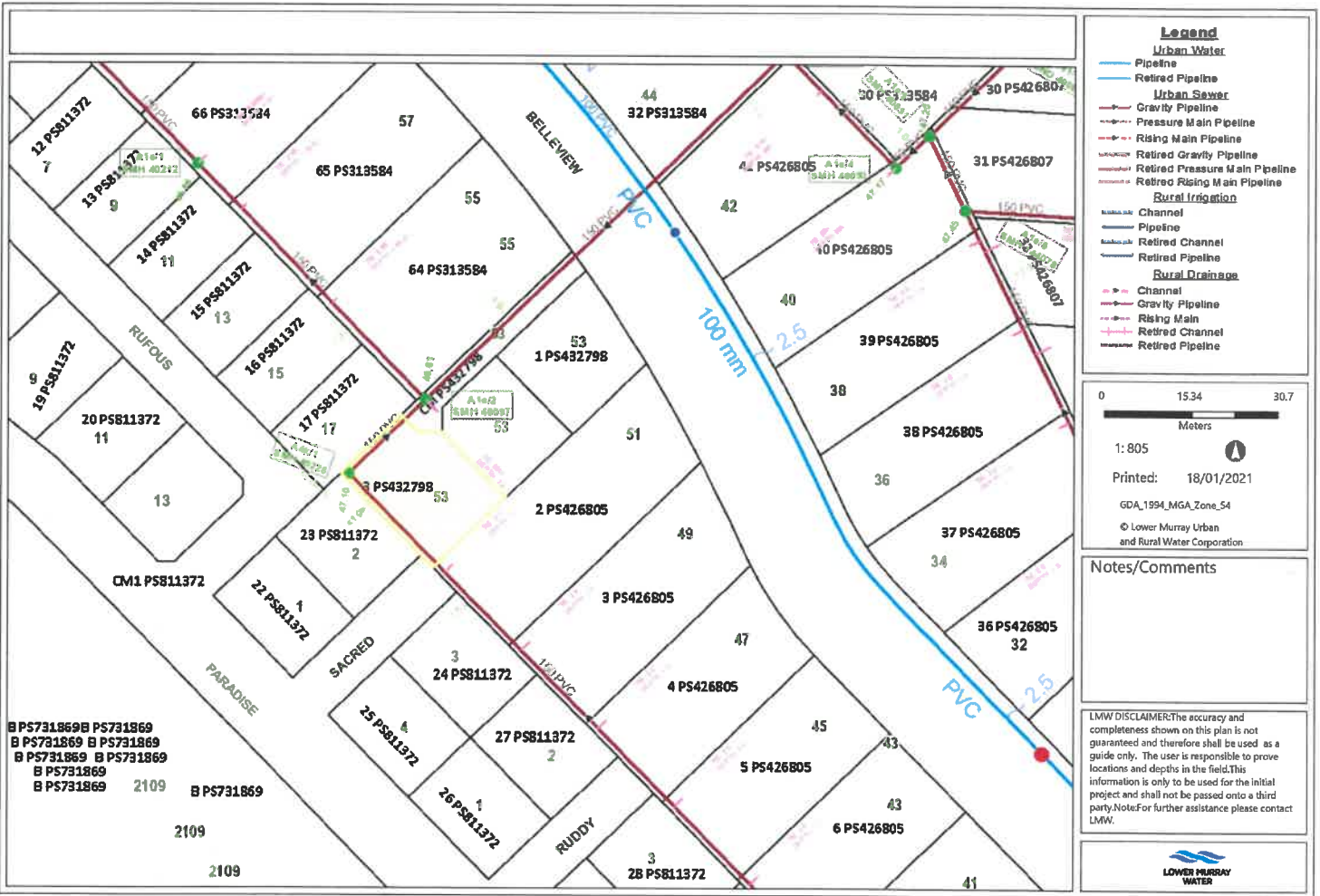
## Area Map



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**Legend**

- Urban Water
  - Pipeline
  - Retired Pipeline
- Urban Sewer
  - Gravity Pipeline
  - Pressure Main Pipeline
  - Rising Main Pipeline
  - Retired Gravity Pipeline
  - Retired Pressure Main Pipeline
  - Retired Rising Main Pipeline
- Rural Irrigation
  - Channel
  - Pipeline
  - Retired Channel
  - Retired Pipeline
- Rural Drainage
  - Channel
  - Gravity Pipeline
  - Rising Main
  - Retired Channel
  - Retired Pipeline

0 15.34 30.7  
Meters

1:805

Printed: 18/01/2021

GDA\_1994\_MGA\_Zone\_54  
© Lower Murray Urban and Rural Water Corporation

Notes/Comments

**LMW DISCLAIMER:** The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



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# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / SUNRAYZIA CONVEYANCING SERVICES

**Your Reference:** 1400  
**Certificate No:** 41094662  
**Issue Date:** 19 JAN 2021  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 3, 53 BELLEVIEW DRIVE IRYMPLE VIC 3498

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28581527	3	432798	10569	997	\$0.00

**Vendor:** WILLIAM O'CONNOR  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
WILLIAM MATHEW O'CONNOR	2021	\$90,000	\$0.00	\$0.00	\$0.00

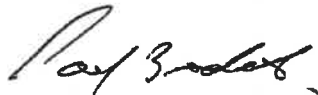
**Comments:**

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
 Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	<b>\$284,000</b>
<b>SITE VALUE:</b>	<b>\$90,000</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 41094662

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$90,000

Calculated as \$0 plus ( \$90,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 41094662

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 41094662

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



**OC No 432798P**

**53 Belleview Drive IRYMPLE VIC 3498**

**Lot 3 (Unit 3)**

## **OWNERS CORPORATION CERTIFICATE**

**03 5022 0959**

**ISSUED: 18 January 2021**

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

# Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018  
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 432798P  
Registered Address: 53 Belleview Drive IRYMPLE VIC 3498  
Lot Address: As above

Vendor Name: William Mathew O'Connor  
Reference: Not Available

Purchaser Name:  
Contact Details:

This certificate is issued for Lot 3 / Unit 3 on Plan No. 432798P

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

**IMPORTANT:** The information in this certificate is issued on 18 January 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1514.82 per annum for the year commencing 01 July 2020 paid Quarterly. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 July 2020	\$378.72
01 October 2020	\$378.70
01 January 2021	\$378.70
01 April 2021	\$378.70

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

2. The fees are paid up until 31 March 2021. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

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

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

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

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

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP
Last Valuation Date:	23 September 2013
Amount At Last Valuation Date:	\$800,000.00
Next Insurance Valuation Due Date:	23 September 2016
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	HU0001492
Sum Insured:	\$926,100.00
Premium:	\$2,687.06
Policy Renewal Date:	01 May 2021

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

**Policy Type:** Residential Strata Insurance  
**Insured:** OC No. 432798P  
**Situation:** 53 Belleview Drive, Irymple VIC 3498  
**Covering:**

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	926,100
Loss of Rent/Temp Accommodation (15%)	138,915
INSURED PROPERTY (Common Area Contents)	7,141
FLOOD	Selected
Excess 5 Any event of any kind. \$500	
Excess Flood excess \$500	
POLICY 2	LIABILITY TO OTHERS 20,000,000
POLICY 3	VOLUNTARY WORKERS 200,000/2,000
POLICY 4	WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY) Not selected
POLICY 5	FIDELITY GUARANTEE 250,000
POLICY 6	OFFICE BEARER'S LEGAL LIABILITY 5,000,000
POLICY 7	MACHINERY BREAKDOWN Not selected
	Loss of Rent/Temp Accommodation (20%) Not selected
POLICY 8	CATASTROPHE INSURANCE (Insured Property) Not selected
	Extended cover – Rent/Temp Accommodation Not selected
	Escalation in Cost of Temp Accommodation Not selected
	Cost of Storage and Evacuation Not selected
POLICY 9	Government Audit Costs 25,000
	Appeal expenses - common property health & safety breaches 100,000
	Legal Defence Expenses 50,000
	Excess Legal Defence Expenses \$1,000
POLICY 10	LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot) 250,000

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

Suite 4 232-236 Bluff Road Sandringham VIC 3191 Tel: 03 9597 0357

Email: [contacts@stratainsurance.net](mailto:contacts@stratainsurance.net)

Web: [www.stratainsurance.net](http://www.stratainsurance.net)

**EXCESSES**

As per policy wording

**Special Conditions/  
Endorsements**

Nil

**Insurer:** Strata Insurance - CHU

**Support Insurer:** QBE Insurance (Australia) Limited  
82 Pitt Street  
SYDNEY NSW 2000  
AFSL LICENCE No: 239545

**Proportion:** 100%

**Insurance Brokers Code of Practice & External Disputes Resolution Service**

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian

Financial Complaints Authority. AFCA is an administrator of an independent and free external dispute resolution service for our clients. Please visit [www.stratainsurance.net](http://www.stratainsurance.net) <[http://www.\\*\\*\\*\\*](http://www.****)> or contact our office for further details.

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Email: [contacts@stratainsurance.net](mailto:contacts@stratainsurance.net) Web: [www.stratainsurance.net](http://www.stratainsurance.net)

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

9. The total funds held by the Owners Corporation as at 18 January 2021 are:

Admin Fund: \$4,012.03

Maintenance Fund: \$0.00

Total Fund Held: \$4012.03

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

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

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

Nil

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

Nil

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

Nil

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

Nil

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

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

17. Any other Information:

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

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

18. The following documents are attached:

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

Signed on behalf of the Owners Corporation 432798P by

*John Burgess*



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

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

## Minutes of the Annual General Meeting

<b>Owners Corporation</b>	432798P
<b>Property Address</b>	53 Belleview Drive IRYMPLE VIC 3498
<b>Meeting Date</b>	Wednesday, 22 July 2020
<b>Meeting Location</b>	Teleconference Number (03) 7020 6310 Laura Howard (Head) [Pin 37942]
<b>Meeting Commenced</b>	4:00 PM
<b>Rep by</b>	John Burgess
<b>Members Present</b>	Kerrie Denise Woulfe (1), Mr J and Mrs V Mazza (2)
<b>Proxies</b>	Nil
<b>Apologies</b>	Nil
<b>Non Attendance</b>	William Mathew O'Connor (3)
<b>Non Financial Attendee</b>	Nil

**Notes** Laura Howard a representative of Body Corporate Strata Group attended the meeting.

### 1. Election Of A Chairperson For The Meeting

John Burgess is elected Chairperson for the Annual General Meeting.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

**Notes:** Laura Howard a representative of Body Corporate Strata Group chaired the meeting.

### 2. Declaration Of A Quorum

#### Attendance by Lot

Total Eligible Attendees: 2

Total Units: 3

Attendance Percentage: 66.67 %

#### Attendance by UOL

Total Eligible Attendee UOL: 64

Total UOL: 100

Attendance Percentage: 64%

As a quorum was present all decisions of this meeting will be the decisions of the Owners Corporation.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

### 3. Minutes Of Previous Meeting

Previous AGM date: 31-Jul-2019

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

### 4. Manager's Report



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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

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## 5. Committee Report

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 6. Financial Reports

Year ending: 30-Jun-2020

Bank balance (Administration): \$2,578.29

Bank balance (Maintenance/Investment): \$0.00

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 7. Building Insurance

### General Advice Warning

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

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP
Last Valuation Date:	23-Sep-2013
Last Valuation Amount:	\$800,000.00
Next Insurance Valuation Due Date:	23-Sep-2016
Insurer:	Strata Insurance - CHU
Policy Number:	HU0001492
Sum Insured:	\$926,100.00
Premium:	\$2,687.06
Insurance Policy Expiry Date:	01-May-2021

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

The Members of the Owners Corporation resolved by ordinary resolution to obtain quotations for insurance at the suggested level of cover. Cover will be inclusive of office bearers liability insurance.

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all

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

No resolution required for this agenda item.

## 9. Maintenance Plan

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

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Manager will take the caretaking requirements of the common property to tender, incorporating the cost of such works and the selection of an appropriately insured and compliant contractor. If it is resolved to terminate the current caretaker, notice will not be given to the current supplier until a new supplier has been appointed and a start date has been confirmed. A notice period of 14 days (minimum) will be given to allow time for final servicing to be undertaken, final invoice/s to be forwarded for payment, keys to be handed over and any other required handover tasks prior to the new supplier commencing.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

**Notes:** The members resolved for the manager to obtain two quotations for a once off clean up of the driveway area. This is to include pruning of the trees and weeding. The manager is to also obtain two quotations for ongoing monthly maintenance of lawn mowing and weeding. Once quotations are approved a special levy is to be raised.

## 11. OHS Requirements

30-Jun-2016

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 12. Essential Safety Measures

Last ESM Report Date: N/A

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of

the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

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### 13. Standing Minutes

No resolution required for this agenda item.

### 14. Annual Budget

#### Admin Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Disbursement charge	\$153.00	\$139.09	\$13.91	\$153.00
Insurance	\$3,224.47	\$2,636.36	\$263.64	\$2,900.00
Legislative & Compliance fee	\$420.00	\$381.82	\$38.18	\$420.00
Management fees	\$699.96	\$545.45	\$54.55	\$600.00
Professional Services - accounting legal other	\$55.00	\$50.00	\$5.00	\$55.00
Schedule 2.2 charges	\$220.00	\$72.73	\$7.27	\$80.00
Sub Total	\$6,539.43	\$3,825.45	\$382.55	\$4,208.00

#### Maintenance Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
<b>Nil Maintenance Fund items</b>				
Sub Total	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$6,539.43	\$3,825.45	\$382.55	\$4,208.00

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

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

**Notes:** The Manager obtained a reduction in the management fees for this financial period. This is reflected in the amended budget.

### 15. Owners Corporation Contributions

Total UOL: 100

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jul-2020

Instalment Number	Date
1	01-Jul-2020
2	01-Oct-2020

Instalment Number	Date
3	01-Jan-2021
4	01-Apr-2021

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Kerrie Denise Woulfe (UOL: 36)	\$2,354.19	\$1,514.88	\$588.55	\$378.72
2	Mr J and Mrs V Mazza (UOL: 28)	\$1,831.04	\$1,178.24	\$457.76	\$294.56
3	William Mathew O'Connor (UOL: 36)	\$2,354.19	\$1,514.88	\$588.55	\$378.72
Grand Total:		\$6,539.43	\$4,208.00		

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 16. Election Of The Committee

Lot	Owner Name	Committee
1	Kerrie Denise Woulfe	Chairperson
2	Mr J and Mrs V Mazza	Secretary
3	William Mathew O'Connor	--

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 17. Election Of The Chairperson

Chairperson: Kerrie Denise Woulfe

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 18. Election of the Secretary

Secretary: Mr J and Mrs V Mazza

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## 19. Designation Of Public Officer

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **20. Penalty Interest**

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Notwithstanding the recommendation of the Manager, the Owners Corporation resolved by ordinary resolution not to apply penalty interest on overdue owners contributions.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **21. Arrears**

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **22. Special Resolutions**

No resolution required for this agenda item.

## **23. General Business**

### **23.1 Trees located within lot 3**

The members discussed the trees that are located in the private boundary of lot 3. The members requested for the manager to make contact with lot 3 to request these are pruned and maintained.

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **24. Appointment Of The Manager**

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **25. Instrument Of Delegation**

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform

its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

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Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

## **26. Details Of Next AGM**

Next AGM date: 28-Jul-2021

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: Laura Howard (Head) [Pin 37942]

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

Moved: Lot 1, Seconded: Lot 2, Votes For: 2, Against: 0, Abstain: 0

**Meeting Closed:** 22-Jul-2020 4:43 PM

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

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

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

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

#### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

#### **1.3 Waste disposal**

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

## **2 Committees and sub-committees**

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

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

## **3 Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

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



#### **4 Use of common property**

##### **4.1 Use of common property**

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

##### **4.2 Vehicles and parking on common property**

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

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

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

#### **4.3 Damage to common property**

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

### **5 Lots**

#### **5.1 Change of use of lots**

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

##### **Example**

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

## **5.2 External appearance of lots**

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

## **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7 Dispute resolution**

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

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 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.



**CONTINUING LEASE AGREEMENT**

The tenant agrees to be bound by the terms and conditions as set out in the original lease.

- Item 1: THIS CONTINUING AGREEMENT IS MADE ON: 31 January 2020
- Item 2: LANDLORD: William O'Connor
- Item 3: AGENT: PRD Nationwide Mildura ABN – 55 617 256 916
- Item 4: TENANTS: Fatih Mumcular  
Unit 3, 53 Belleview Drive  
Irymple, VIC 3498
- Item 5: PREMISES: Unit 3, 53 Belleview Drive, Irymple ,3498  
To be occupied by 2 Adults and 0 Children
- Item 6: RENT: \$300.00 per week, paid fortnightly in advance
- Item 7: COMMENCING: 07/03/2020
- Item 8: RENTAL PAYMENTS TO AGENT: Payment must be made by one of the following methods: (Direct Debit, Internet transfer, bank cheque, money order or payment to PRDnationwide Mildura 119 Langtree Avenue, Mildura).  
Bank – NAB Mildura, BSB No: 083-764 Account No: 76-982-2505
- Item 9: BOND: \$ \$1,300.00 (paid previously)
- Item 10: FIXED TERM: 12 months
- Item 11: COMMENCEMENT DATE: 07/03/2020
- Item 12: TERMINATION DATE: 06/03/2021

SIGNED by the Landlord  or PRD Nationwide Mildura on behalf of the Landlord

In the presence of:  (Witness)

SIGNED by the Tenants:-


In the presence of:  (Witness)

CONFIDENTIAL

# Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions Of Agreement

*FM* 1. **This Agreement** is made on the date specified in item 1 in the Schedule hereto **between the Landlord** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **Tenant** whose name and address is specified in item 4 in the Schedule

## Premises and Rent

The **Landlord** lets to the **Tenant** the **Premises** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **Rental** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the tenant to the party as specified in item 8 of the Schedule.

## Bond

The **Tenant** shall pay a **Bond** of the amount specified in item 9 of the Schedule to the **Landlord/Agent** on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997 the **Landlord/Agent** must lodge the **Bond** with the Residential Tenancies Bond Authority within 10 business days of receiving the **Bond**.

## Fixed Term Tenancy

The term of this Agreement shall be specified in item 11 of the Schedule **Commencement** on the date specified in item 12 in the Schedule and **Ending** on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this agreement shall then continue as a periodical tenancy.

OR

## Periodical Tenancy

This agreement shall commence on the date specified in item 11 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

*FM* 2. **Condition Of The Premises**

The **Landlord** shall make sure that the premises are maintained in good repair.

*FM* 3. **Damage To The Premises**

- (a) The **Tenant** shall make sure that care is taken to avoid damaging the rental premises.
- (b) The **Tenant** must take reasonable care to avoid damaging the premises and any common areas.
- (c) The **Tenant** who becomes aware of damage to the rented premises must give notice to the **Landlord** of any damage to the premises as soon as possible.

*FM* 4. **Cleanliness Of The Premises**

- (a) The **Landlord** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises.
- (b) The **Tenant** shall keep the premises in a reasonably clean condition during the period of the Agreement.

*FM* 5. **Use Of Premise**

- (a) The **Tenant** shall not use or allow the premises to be used for any illegal purpose.
- (b) The **Tenant** shall not use or allow the premises to be used in such manner as to cause a nuisance or cause interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.



**FM 6. Quiet Enjoyment**

The **Landlord** shall take all reasonable steps to make sure that the **Tenant** has quiet enjoyment of the premises.

**FM 7. Assignment Or Sub-letting**

- (a) The **Tenant** shall not assign or sublet the whole or any part of the premises without the written consent of the **Landlord**. The **Landlord's** consent shall not be unreasonably withheld.
- (b) The **Landlord** shall not demand or receive any fee or payment for consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of an assignment in writing of this Agreement.

**FMs 8. Residential Tenancies Act 1997**

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

**Additional Terms**

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

**FM 9.** The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

**FM 10.** The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **Tenant** shall pay the **Landlord** all increased premiums and all other expenses incurred as a consequence any breach of this term.

**FM 11.** The **Tenant** agrees to pay the **Landlord** any excess amount charged or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **Tenant**, or by anyone on the premises with the consent of the **Tenant**.

**FM 12.** The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **Tenant** or anyone on the premises with consent of the **Tenant**. Without limiting the generality of the foregoing, the **Tenant** shall indemnify the **Landlord** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **Tenant**.

**FM 13.** The **Tenant** shall notify the **Landlord** or **Agent** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

**FM 14.** The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **Tenant**, or the **Tenant's** servants, **Agents** and/or invitees.

**FM 15.** The **Tenant** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the **Landlord** or **Agent**.

**FM 16.** The **Tenant** acknowledges that it is the **Tenant's** responsibility upon termination of the Agreement to deliver the keys to the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.

**FM 17.** The **Tenant** shall not use the premises for any purpose other than for residential purposes without the written consent of the **Landlord**.

**FM 18.** The **Tenant** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

- FM 19.** The **Tenant** shall not keep any animal, bird or pet on the premises without the written consent of the **Landlord**.  
(Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
- FM 20.** The **Tenant** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.
- FM 21.** The **Tenant** shall not hang any clothes outside the premises other than where provisions for the hanging of clothes has been provided.
- FM 22.** The **Tenant** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
- FM 23.** The **Tenant** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- FM 24.** The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'to let' during the last month of the term of this agreement. The **Tenant** shall also allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the **Landlord** or his **Agent** to present the property to prospective purchasers or **Tenants** upon 24 hours' notice or by Agreement with the **Tenant** and the **Landlord** or the **Landlord's Agent**.
- FM 25.** The **Tenant** acknowledges that no promises, representations, warranties or undertakings have been given by the **Landlord** or **Agent** in relation to the suitability of the premises for the **Tenant's** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
- FM 26.** No consent or waiver of any breach by the **Tenant** of the **Tenant's** obligation under the Residential Tenancies Act 1997 shall prevent the **Landlord** from subsequently enforcing any of the provisions of the Agreement.
- FM 27.** The **Tenant** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **Tenant** shall not be required to contribute costs of a capital nature or which would, except for the provisions, be payable by the **Landlord**. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
- FM 28.** The **Landlord** may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **Tenant** at least 60 days notice of the increase.
- FM 29.** This Agreement may be amended only by an Agreement in writing signed by the **Landlord** and the **Tenant**.
- FM 30.** The **Tenant** shall at the **Tenant's** expense replace all lighting tubes and globes to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- FM 31.** The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
- FM 32.** If the **Tenant** wishes to vacate the premises at the expiration of this Agreement the **Tenant** shall give the **Landlord** or **Agent** written notice of the **Tenant's** intention to vacate 28 days prior to the expiration of the Agreement. If the **Tenant** remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the **Tenant** must give written notice of the **Tenant's** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **Tenant** gives notice.

*FM* 33. The **Tenant** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **Tenant** shall not refuse to pay rent on the ground that the **Tenant** intends to regard as rent paid by the **Tenant**, the **Bond** or any part of the **Bond** paid in respect of the **Premises**. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty of \$1000.

*FM* 34. The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boat or motor cycle in or around the property including common property. The **Tenant** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the **Premises** or land or common property on which it is situated to their original condition forthwith.

*FM* 35. The **Tenant** must:

(a) Check each smoke detector in the **Premises** weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **Tenant** and the security of the **Premises**.

(b) Replace the battery in each smoke detector on or about the 1<sup>st</sup> of January each year (or earlier if this becomes necessary).

(c) Immediately notify the **Landlord/Agent** of any faulty smoke detector (and confirm this advice to the **Landlord/Agent** in writing the same day).

*FM* 36. The **Tenant** acknowledges that the **Tenant** shall insure their possessions. The **Tenant** also acknowledges that the **Landlord's** insurance policy will not provide cover for such possessions.

**Further additional terms added by PRD nationwide Mildura**

*FM* 37. In the event of a rental cheque being dishonoured a dishonour fee of \$30.00 will be incurred by the tenant. This fee shall be paid by the tenant immediately together with the dishonoured rental amount.

*FM* 38. In the event of a direct debit being dishonoured a dishonour fee of \$5.00 will be incurred by the tenant. This fee shall be paid by the tenant immediately together with the dishonoured rental amount.

*FM* 39. Only the **Tenants** originally included in your application approved by the **Landlord** are allowed to reside at the property permanently.

If a new **Tenant** wishes to replace an existing **Tenant**, we must be informed immediately in order for them to complete an application and have it approved by the landlord prior to moving in. In this event, an administration fee of \$110 (inc GST) is payable to PRD nationwide Mildura Real Estate from the vacating tenant on processing the changes.

In the instance of a new tenant being added to an existing lease but none of the current tenants are vacating, we must be informed immediately in order for them to complete an application and have it approved by the landlord prior to moving in. The new tenant is liable to pay the administration fee of \$110 (inc GST) payable to PRD nationwide Mildura on processing the changes.

In the instance of an existing tenant being removed from an existing lease but none of the other tenants are vacating, the vacating tenant is liable to pay the administration fee of \$110 (inc GST) payable to PRD nationwide Mildura from the vacating tenant on processing the changes.

Please note 1. The transfer is not complete until all parties have signed the paperwork in any of these instances.

2. The **Bond** refunds legally must be made out to the persons whose name appears on the **Bond** Receipt.

*FM* 40. If the chimneys in the residence have not been tested, fireplaces are not be used for the purpose of lighting fires for the duration of the tenancy unless written consent of the **Landlord** or **PRD nationwide Mildura**.

*FM* 41. The **Tenant** shall pay for clearing all blockages or breakages to sewer fittings or drains which may concern during tenancy, other than those caused by natural causes or fair wear and tear.

**SCHEDULE**

- Item 1: THIS AGREEMENT IS MADE ON:
- Item 2: LANDLORD: William O'Connor
- Item 3: AGENT: PRD Nationwide Mildura ABN – 55 617 256 916
- Item 4: TENANTS: Fatih Mumcular
- Item 5: PREMISES: Address: Unit 3, 53 Belleview Drive, Irymple, 3498 FM  
To be occupied by ..2 adults and 02 Children
- Item 6: RENT: \$300.00 per week, paid fortnightly in advance
- Item 7: COMMENCING: ~~14/03/2019~~ 01.03.2019
- Item 8: RENTAL PAYMENTS TO AGENT: Payment must be made by one of the following methods:  
(Direct Debit, Internet transfer, bank cheque, money order or payment to PRD nationwide Mildura 119 Langtree Avenue, Mildura).  
  
Bank – NAB Mildura, BSB No: 083-764 Account No: 76982 2505
- Item 9: BOND: \$1,300.00

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_  
Name: \_\_\_\_\_ Amount: \_\_\_\_\_

- Item 10: FIXED TERM: 12 months
- Item 11: COMMENCEMENT DATE: ~~14/03/2019~~ 01.03.2019
- Item 12: TERMINATION DATE: ~~14/03/2020~~ 06.03.2020

SIGNED by the Landlord \_\_\_\_\_ or PRD Nationwide Mildura on behalf of the Landlord

In the presence of: \_\_\_\_\_ (Witness)

SIGNED by the Tenants:-

\_\_\_\_\_

In the presence of: \_\_\_\_\_ (Witness)

**The tenant hereby acknowledges having received a copy of Renting – Your Rights & Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the Residential Tenancies Act, 1997.**

Signed by the Tenants: \_\_\_\_\_

*Fm* 42. If the **Tenants** wish to break their lease, they must give **PRD nationwide Mildura** a minimum of 28 days notice of intention to vacate in writing (forms are available at reception). **Tenants** who break their lease are required to pay a **pro rata letting fee, advertising costs and rent** until a new tenant is found or until the lease expiry date. The **TENANT** is responsible for any financial loss they cause their **LANDLORD**.

*Fm* 43. If the **Tenants** wish to move out of the property at the end of their lease, it is agreed that they will give a minimum of 28 days notice in writing (forms are available at reception). If this notice is not received at the expiration of the fixed term agreement, it is agreed that the Tenancy Agreement will be deemed to continue as a periodic tenancy in accordance with the Residential Tenancies Act 1997.

*Fm* 44. It is agreed that rent will be payable until all keys are handed over to **PRD nationwide Mildura** at the time of terminating.

*Fm* 45. All carpets to be commercially cleaned at the termination of the lease agreement.

*Fm* 46. Parking on the lawn of the property is prohibited at all times.

*Fm* 47. Smoking inside the dwelling is prohibited at all times.

*Fm* 48. Consent to electronic service of notices and other documents YES / NO  
(Residential Tenancies Amendment Regulations 2016 Section 4)

Email address *fat.h.munich@prnll.com*

Tenant/s Signature 

a) Change of electronic address

The Tenant must immediately give notice in writing to the other party if the email address for electronic service changes.

- b) The Tenant may withdraw their consent to receive electronic service of notices and other documents only by giving notice in writing to the other party.
- c) Following the giving of notice under clause b), no further notices or documents are to be served by electronic communication

ANNEXURE "A"  
SPECIAL CONDITIONS

1. Your rent must be two weeks in advances at all times. Always contact the Agent if you are unable to pay it by the due date. A TERMINATION NOTICE will automatically be issued should rental payments fall fourteen days in arrears. A warning will not be given prior to the Notice being issued.
2. The tenant agrees to have the carpets professionally cleaned and flea treated (if cats/dogs present) at the end of the tenancy. You will be required to provide a receipt/s upon returning of the keys.
3. We suggest that all tenants have contents insurance for their goods, as it is not covered by the landlord's insurance policy.
4. If you are vacating, it is important that ALL KEYS ARE RETURNED TO THE AGENT.
5. The tenant has viewed the property and accepts the condition it is in.
6. The tenant is responsible for ensuring that the council waste bin/green bins at the property is returned to the property promptly after emptying each rubbish collection day and kept in a secure location on all other occasions. As a consequence of above if the occupant/TENANT does not comply and the bin is lost or stolen due to negligence on the part of the TENANT, the tenant will be charged for the replacement of the lost bin.
7. Where the property is not on town water, the tenant agrees that it is the tenant's responsibility to supply (at his/her own expense) any additional water that may be required at the termination of the tenancy.
8. The tenant agrees to pay for the water usage as per the council charges on the water bill attributed to the property (where the property is separately metered) within 14 days of the account being served.
9. Upon termination of this lease the tenant must leave the premises in a clean and tidy state, we recommend that the premises are professionally cleaned. The cost of any work carried out to restore the property to a clean and tidy state will be charged to the tenant.
10. The tenant agrees to maintain the lawns and gardens in the same condition as stated in the property condition report, by watering and mowing regularly and keeping the property free from weeds.
11. The Landlord reserves the right to increase the rent after the expiration of the initial first 12 months of this lease agreement in line with the current rental market.

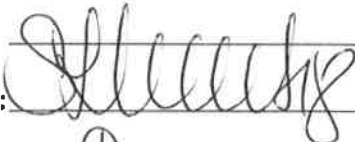
Tenant:



Tenant:

Witness:

Landlord/Agent:



Witness:

DATED:

22, 02, 2019



## 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.